INVITATION TO BID:

BID NUMBER: 25-26-23

Price Agreement for Painting and Drywall Services

Parks & Facilities

Vanessa Tanner, Buyer
Phone: 505-334-4556
E-mail: Vanessa.Tanner@sjcounty.net

Bid Opening Date: May 28, 2026
Time: 2:00 PM (Local Time)

NIGP Commodity Codes:
910-54: Painting, Maintenance & Repair Services

910-75: Wall & Ceiling Services including

PAYMENT TERMS:
Discounts will not be considered in computing lowest/best bid.

REQUIRED DELIVERY: **As Specified**

FOB POINT: **As Specified**

RETURNED SEALED BIDS TO:

SAN JUAN COUNTY
Purchasing Department
213 S. Oliver Drive
Aztec, NM 87410

- **Only Bidders that complete and return the enclosed Acknowledgement of Receipt Form will receive addendums, if issued.**
- This bid is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
- Do not return Invitation to Bid Form in case of "No Bid".
- Bid must be received in the County Purchasing Department Office by the Bid Opening Date and Local Time as indicated above. **Bids that are received after that date and time will not be accepted and will be returned to the sender unopened.**
- Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan County. **Faxed or Emailed Bids are not acceptable.** **Bids shall be submitted sealed. The outside package should clearly identify the project name and bid number, bid opening date, and name of bidder. Submit Bid Offer in accordance with the Invitation to Bid. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately, and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.**

Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for this office to reject bids.

Brand names and numbers are for reference only, equivalents will be considered. If bidding equivalent, bidders must be prepared to furnish complete data to prove product meets or exceeds specifications of the bid item.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

ACKNOWLEDGEMENT OF RECEIPT FORM

BID NO.: 25-26-23

TITLE: Price Agreement for Painting and Drywall Services

23 PAGES (INCLUDING ACKNOWLEDGEMENT FORM)

NOTE: ONLY POTENTIAL BIDDERS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.

BIDDER INFORMATION:

In acknowledgement of receipt of the above referenced Bid Packet, the undersigned agrees that he/she has received a complete copy.

_____
BIDDER NAME

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____

E-MAIL: _____

RETURN TO:
Vanessa Tanner
Buyer
SAN JUAN COUNTY
(505) 334-4556
Vanessa.Tanner@sjcounty.net

Emailed copies of the Acknowledgement of Receipt form will be accepted.
Faxed or Emailed Bid responses will not be accepted.

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **GENERAL.** When the County Chief Procurement Officer issues a purchase document in response to the Vendors bid, a binding contract is created.

2. **FORM OF SUBMISSION.** Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan County. **Bidders are requested to provide one (1) original Bid**. **The outside package should identify the project name, bid number, bid opening date and name of bidder.** **Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately, and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.**

3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of □13-1-177 through □13-1-180, and 13-4-11 through □13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.

4. **VARIATION IN QUANTITY.** No variation in quantity of any item called for in this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.

5. **ASSIGNMENT.**

A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the County Chief Procurement Officer. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B: Vendor 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.

6. **DISCOUNTS.** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

7. **INSPECTION.** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

8. **INSPECTION OF PLANT.** The County Chief Procurement Officer 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 contract.

9. **LIABILITY.** The Vendor agrees that San Juan County shall not be held liable for any costs incurred in preparation of this bid.

10. **COMMERCIAL WARRANTY.** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies 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 of this order. Vendor agrees not to disclaim warranties fitness for a particular purpose of merchantability.

11. **TAXES.** The unit price shall exclude all County/State taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit. Bids shall be awarded on unit price without regard of tax.

12. **PACKING, SHIPPING and INVOICING.**

A: The County's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

B: Upon delivery, the Vendor's invoice shall be submitted to Accounts Payable, 100 S. Oliver Drive, Aztec, NM 87410, duly certified and shall contain the following information: Purchase order

number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.

C: In accordance with NMSA 1978, Section 13-1-158 (1997) of the New Mexico Procurement Code, the Vendor may assess late payment charges on past due accounts (thirty days past receipt and acceptance of the *complete order* of goods or services by the County) at the rate of one and one-half percent (1½ %) per month of the unpaid balance. Paragraph C of this section also states that if payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

13. **DEFAULT.** The County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State 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 Vendor 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 any other rights now being provided by law or under this order.

14. **NON-COLLUSION.** In signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the County Procurement Administrator.

15. **NON-DISCRIMINATION.** Vendors doing business with San Juan County must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, *(Rev.,1979),* and the Americans Disabilities Act of 1990. (Public Law 101-336).

16. **IN-STATE RESIDENT BUSINESS OR NATIVE AMERICAN RESIDENT BUSINESS PREFERENCE.** To be eligible for the 8% resident preference, the bidder shall include a valid copy of their certificate with their bid and in-state resident preference number on the Bid Offer Page, pursuant to Section 13-1-21 NMSA 1978. Each Bidder may obtain a New Mexico In-State Resident Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951

17. **RESIDENT VETERANS BUSINESS OR NATIVE AMERICAN RESIDENT VETERANS PREFERENCE.** To be considered for the 10% resident veteran business preference, the bidder shall include a valid copy of their certificate with their bid and resident veteran preference number on the Bid Offer Page, pursuant to Section 13-1-21 NMSA 1978. Each Bidder may obtain a Resident Veterans Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951. This preference is separate from the in-state preference and is not cumulative with that preference.

18. **ITEM/EQUIPMENT CONDITION.** All bid items are to be new and of most current production, unless otherwise specified.

19. **BEST PRICING CONDITION.** The bid award does not preclude price changes if deemed beneficial to the County. In recognition of market price fluctuation, Vendor agrees to provide bid items at best possible price to SJC including any available discounts or special pricing that applies. Bid prices reflect the upper limit that applies. Bid prices reflect the upper limit that may be charged for any particular item.

20. **SAMPLES.** Unless otherwise indicated in the bid specifications, samples of the items-when required-shall be furnished free of expense to the County prior to the time set for the opening of bids. Samples not destroyed or mutilated in testing will be returned upon request by mail-express or freight-COLLECT. Each sample must be labeled to clearly show the bid number, item number and bidder's name-regardless of any attempt by bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested and will not vary from any of the provisions of the Invitation to Bid.

21. **BID AWARD.** San Juan County is not obligated to award to lowest bidder, but reserves the right to accept and/or reject any and all bids, in whole or in part, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the County. The County reserves the right to waive minor irregularities and also reserves the right to waive mandatory requirement(s) so long as all responding

vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially affect the procurement.

Determination of lowest bidder:
Following determination of product acceptability, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the County in accordance with specifications, terms, & conditions set forth. The County reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms. Alternate Bids may be considered so long as the Primary Bid submitted is the lowest bid meeting the specifications and requirements. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately, and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.

22. **RIGHT TO DISCONTINUE PROCUREMENT.** The County reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the County. This in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

23. **FOB DESTINATION.** Destination: Means goods are to be delivered to the destination identified in the Purchase Order by the user, which is the point at which the user accepts ownership or title to goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. ANY exception to FOB Destination may cause a bid to be declared non-responsive.

24. **INSURANCE REQUIREMENTS.** Contractor shall carry and maintain insurance from an insurance company or companies with a Best Rating of A, or better, authorized to do business in the State of New Mexico in the following amounts:

***(Construction, Services, or Installation Only)**

General Liability - $1,000,000 CSL
(Combined Single Limits)

Auto Liability - $1,000,000 CSL
(Combined Single Limits)

Workers Compensation – Statutory limits pursuant to the New Mexico Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be cancelled or be materially changed until prior written notice has been given to the County. The County shall be named as additional insured on the General Liability Insurance policy. **The Contractor shall supply a copy of the appropriate certificates of insurance to the County for each year in which the contract is in effect.**

25. **LATE BIDS.** Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

26. **SPECIAL INSTRUCTIONS.**

A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initiated by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid. The Bid shall be stated in both numerals and written words. In case of discrepancies, the amount in written words shall govern.

B. Clarifications and questions must be addressed to the County Chief Procurement Officer in sufficient time to provide a written response to all prospective bidders.

C. Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and or changes. Such corrections must be properly identified and signed or initialed by bidder. Re-submittal must also be prior to scheduled bid opening for consideration.

D. After bid opening, no modifications on bid prices or other provisions shall be permitted. A low bidder alleging a material mistake of fact-after bids have been opened-may be permitted to withdraw the bid upon

written request prior to award at the discretion of the County Chief Procurement Officer. Bidders shall hold their bid pricing for sixty (60) days after bid opening.

E. Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and are NOT intended to restrict competition. "No Substitute" specifications may be authorized ONLY if required to match existing equipment.

SPECIFICATIONS AND REQUIREMENTS

SCOPE.

San Juan County is seeking qualified contractors to provide painting and drywall repair services on an as needed, when needed basis for various County owned and operated facilities. Work could either be indoors, outdoors, or a combination of both. The awarded Contractor(s) will provide all necessary labor, tools, equipment, transportation and materials needed to perform painting and drywall services, including but not limited to:

Drywall Services

- Repair of damage drywall including holes, cracks, dents, water damage and surface deterioration
- Installation of new drywall, including cutting, fitting, hanging, taping, mudding, sanding and finishing
- Texture matching
- Replacement of sections of drywall as needed
- Minor framing repair associated with drywall replacement

Painting Services

- Interior or exterior painting of walls, ceilings, trim, doors and other surfaces
- Surface preparation including cleaning, scraping, sanding, patching, caulking, priming, and masking
- Application of paints, stains, sealers, and coatings appropriate to the surface and environment
- Color matching to existing finishes or application of County-specific colors
- Touch-up painting and repainting of previously painted surfaces.

All work that is completed shall follow any local, state and federal laws and regulations. All work is subject to inspection and approval by the County.

METHOD OF AWARD.

A price agreement(s) may be awarded to a single bidder or to multiple bidders (multiple source awards) based on pricing and compliance with the specifications and requirements. San Juan County reserves the right to waive irregularities, reject offers, in whole or in part, and award this Bid in the best interest of the County.

Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately, and the outside package should be clearly marked indicating if the Bid is Primary or Secondary.

PRICING / DELIVERY.

Bid prices shall remain firm and fixed during the initial term of the agreement. Bid prices shall include labor, equipment and materials for providing services as requested in the bid document specifications and requirements. Category I includes services for projects under $60,000. Category II includes services for projects over $60,000.

The awarded Contractor(s) will be required to provide a written work order, to include the work to be performed and the amount of time required for the completion of the project work and submit to the County for approval at no cost to the County.

The awarded Contractor shall make available any special product offerings/promotions from manufacturers.

Bidders may offer additional services not listed on the Bid Offer Page. The Bidder is asked to provide an additional sheet with their bid offer that lists each additional service and the cost for each service, if applicable.

WORK ORDERS.

Work Orders will be issued by the County identifying specific work tasks to be completed by the contractor. Any task order quote prepared for services provided under this bid shall show a breakdown of the items listed on the bid offer page for the specific project.

PRICE AGREEMENT TERM.

The primary term of the agreement shall be one year from the date of award. There are to be renewal options for up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA). The agreement may also be renewed for a period of less than one full year.

Any price agreement awarded as a result of this solicitation shall be nonexclusive. During the term of the agreement, the County reserves the right to solicit additional bids or quotations, and purchase supplies from other sources, when deemed in the best interest of the County.

PRICE ADJUSTMENTS FOR ADDITIONAL YEAR TERMS.

During the initial term, prices which are bid and accepted pursuant to this solicitation shall be firm and fixed.

By mutual agreement of the parties, the pricing on this price agreement may be renegotiated at the end of each one-year term. The price adjustment, if required, shall not be more than the annual average percentage increase in the Consumer Price Index (CPI) - U.S. Department of Labor Consumer Price Index; Services, Series ID – CUUR0480SA0L1E.

The Contractor may request a price adjustment annually and the request must be received, in writing, no later than thirty days prior to the adjustment date. No retroactive price adjustment will be allowed.

The Office of Central Purchasing shall notify the Contractor in writing of its acceptance and/or rejection of the said price increase.

TERMINATION OF AGREEMENT.

In the event of a breach of any provision of the contract, the County shall notify the vendor of the fault within a reasonable time. The Contractor(s) shall have ten (10) days to respond. If the Contractor(s) fails to respond within ten (10) days or make other arrangements satisfactory to the County, the County may immediately terminate the contract or take other steps as allowed by law.

The County may terminate this Agreement at any time, without penalty of any kind, by giving at least thirty (30) days' notice in writing to the Contractor. The Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978, Section 6-6-11.

ESTIMATED QUANTITIES.

Services will be purchased on an as-needed, when-needed basis.

PURCHASE/USE OF CONTRACT.

During the term of the agreement, other New Mexico Agencies, Commissions, Institutions, Public Sub-divisions and local bodies allowed by law, may order items and/or services described within this Bid under the same pricing terms and conditions, in accordance with Section 13-1-129, NMSA 1978.

The County assumes no authority, liability or obligation on behalf of any other public entity that may use any contract resulting from this Bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

WAGE RATES.

Wage rates are required on any project as a result of this solicitation if the installation of any Work Order exceeds $60,000. In the event the Work Order exceeds the threshold, the Employees of any contractor or subcontractor participating in the work shall be paid not less than the minimum wage rates of the State of New Mexico as published by the State Labor and Industrial Commission. Should Wage Rates exceed the unit costs proposed by the bidder, unit costs will be adjusted accordingly. Offerors are reminded that all contractors and their subcontractors must submit certified weekly payroll records biweekly to the San Juan County Finance

Department, 100 South Oliver Drive, Aztec, New Mexico 87410, subject to the terms of the New Mexico Public Works Minimum Wage Act.

PERFORMANCE BONDING/PAYMENT BONDING REQUIREMENTS.

Should any Work Order exceed $25,000, Performance and Payment Bonds shall be furnished in the amount of 100% of the Contract Price by the successful Contractor in accordance with the Supplementary Conditions of the Contract (A312-2010 Payment and Performance Bonds).

QUALIFICATIONS/WORK REQUIREMENTS.

The Contractor shall be qualified and licensed to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies, and shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein. The Contractor(s) must have valid license(s) to perform all services as requested.

Owner may make such investigations as necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the Owner all such information and data for this purpose as Owner may request, including but not limited to proof of financial resources, production or services facilities, personnel and experience adequate to complete the project. Owner reserves the right to reject any Offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Owner that such Offeror is qualified to carry out the obligations of the Contract and to complete the work described herein. Offeror shall also construe this provision to incorporate any necessary investigation and/ or monitoring during the life of the Contract to enforce any current policy of San Juan County, such as, but not limited to, no smoking, no alcoholic beverages on Owner's property. As a general rule, any such regulation or law applying to the Owner's personnel shall be deemed to be in force for Contractor's work force occupying any work site.

SUBCONTRACTOR'S LIST.

Should subcontractors be required for any Work Order, subcontractors proposed by the prime Contractor must be licensed and in good standing with the State Construction Industries Division and approved by San Juan County. All costs related to subcontractor work shall be reflected in the Work Order.

The awarded contractor must not subcontract any portion of the services to be performed under this agreement without prior written approval from the Parks & Facilities Director or authorized County representative.

NM PUBLIC WORKS MINIMUM WAGE ACT/REGISTRATION.

When Work Orders exceed $60,000.00, the provisions of the New Mexico Public Works Minimum Wage Act (Section 13-4-10 through 13-4-17 NMSA 1978), including applicable wage rate determinations issued by the New Mexico Department of Workforce Solutions, shall apply.

Each Contractor who submits a bid (including their Subcontractors if at a specific cost threshold) must be registered with the New Mexico Department of Workforce Solutions on the date bids are unconditionally accepted for consideration for award and must remain actively registered in order to perform work under this solicitation. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract. Contractors may obtain additional information on the requirements for registration at www.dws.state.nm.us/dws-publicworks.html or by calling (505) 841-4405.

PERMITS.

The Contractor(s) shall obtain all applicable work permits, if required, to perform all services under this agreement. The actual cost of the permit shall be invoiced to San Juan County, along with a copy of the permit.

LICENSING.

The Contractor awarded the contract shall possess and shall obtain and hold such licenses as are reasonably required to accomplish his or her duties.

NOTICE TO PROCEED.

For any Work Order as a result of this solicitation, the Notice to Proceed will be the issuance of a Purchase Order. Until a Purchase order is received, the Contractor should refrain from performing any work on the project

SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION.

In order to protect the lives and health of employees under the contractor and subcontractor, the contractor and subcontractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USCV 327-330) as supplemented by DOL regulations (29 CPR Part 5).

SAN JUAN COUNTY SAFETY & COMPLIANCE CONTRACTOR SAFETY VERIFICATION PROGRAM.

The Contractor awarded a contract under this solicitation will be required to comply with the County's Safety & Compliance Contractor Safety Verification Program. To ensure safe work practices, the County's Safety and Compliance Manager will work closely with the Contractor and his subcontractors during construction and will require completion of the Assessment Questionnaire. **The Contractor Safety Verification Program Assessment Questionnaire shall be completed and submitted with the bid.**

INDEPENDENT CONTRACTOR.

The successful Offeror, and its officers, directors, agents, and employees, are independent contractors performing fire support services for the County and are not employees of the County. The successful Offeror shall perform its obligations as deemed necessary and appropriate and the services provided shall meet all applicable professional standards. The County shall not supervise or regulate the successful Offeror in the day-to-day performance of services provided. The successful Offeror, and its officers, directors, agents, and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The successful Offeror covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

CONFLICT OF INTEREST.

Please certify that no real or potential conflicts of interest are known. If there is a perceived conflict of interest, please include a statement proposing remedial actions that would be taken to eliminate it. No conflict of interest should exist which would prevent the Offeror from representing the County with respect to this proposal. Each Offeror must disclose all potential conflicts of which he or she has knowledge, or which may, arise with respect to the representation of the County on this proposal, including, without limitation, any circumstances which would create the appearance of a conflict of interest. The County will disqualify potential Offerors if, in the County's sole judgment, such conflict would preclude effective representation by that Offeror.

AUTHORIZATION/INSPECTION/CORRECTION OF WORK.

All services and materials furnished by the Contractor shall be subject to inspection and acceptance by the County. Services will be authorized, coordinated, and inspected by designated personnel from the County department requesting the services. If requested, the representative shall be contacted before commencement of work at the beginning of each workday and again at the conclusion of each workday.

The Contractor shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to this Agreement, whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

INDEMNITY.

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or

specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

GOVERNING LAW.

Any agreement awarded to a Contractor, as a result of this solicitation, shall be governed in accordance with the laws of the State of New Mexico.

QUESTIONS / SUGGESTIONS.

Questions and/or suggestions concerning this Invitation to Bid shall be submitted in writing no later than seven (7) days prior to the Bid Opening Date and shall be directed to:

Vanessa Tanner, Buyer
Phone: 505-334-4556
E-mail: Vanessa.Tanner@sjcounty.net

Bidders are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, may be cause to reject said respondent(s) from further consideration.

Note: Information provided in this Invitation to Bid shall only be used for the purpose of submitting a Bid Offer to the County and shall not be used, released, or disclosed for any other purpose or use.

BID OFFER PAGE

BID NO. 25-26-23

BID TITLE: PRICE AGREEMENT FOR PAINTING AND DRYWALL SERVICES

DEPARTMENT: PARKS & FACILITIES

In-State Resident / Native American or Veterans / Native American Veterans Preference Certificate Enclosed? _____Yes _____No

Contractor Safety Verification Program Enclosed (Attachment A)? _____Yes _____No

Additional sheet enclosed for additional services offered with pricing. _____Yes _____No

Category I: Pricing for services to be provided for projects under $60,000. (No Wage Rates Required)

Labor Classification	Hourly Rate
Painter	$
Drywall Technician	$
Laborer/Helper	$
Supervisor/Forman	$
Other (Specify)	$
Other (Specify)	$

Additional Charges	Rate/Amount
Minimum Charge per Job (if applicable)	$
Trip/Service Fee (if any)	$
Equipment Fee (if any)	$
Other (Specify)	$
Other (Specify)	$

Category II: Pricing for services to be provided for projects over $60,000. (Wage Rates Required)

Labor Classification	Hourly Rate
Painter	$
Drywall Technician	$
Laborer/Helper	$
Supervisor/Forman	$
Other (Specify)	$
Other (Specify)	$

Additional Charges	Rate/Amount
Trip/Service Fee (if any)	$
Equipment Fee (if any)	$
Other (Specify)	$
Other (Specify)	$

BID OFFER PAGE Cont'd
BID NO. 25-26-23

EXCEPTIONS_____

_____

_____

TOTAL BID AMOUNT _____

TOTAL BID AMOUNT_____
(WRITTEN)

DATE _____

BUSINESS _____

ADDRESS _____

_____

PHONE NO. _____ EMAIL: _____

IN-STATE RESIDENT/NATIVE AMERICAN PREFERENCE NUMBER _____

RESIDENT VETERANS / NATIVE AMERICAN VETERANS PREFERENCE NUMBER _____

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA (IF ANY) _____, _____, _____, _____.

By signing, I affirm I am authorized to represent my firm and to provide the services required according to this bid response.

AUTHORIZED REPRESENTATIVE (SIGNATURE) _____

AUTHORIZED REPRESENTATIVE (PRINT)_____

San Juan County Safety & Compliance Contractor Safety Verification Program

County Policy Statement

Contractors and subcontractors must comply with all applicable federal, state and county laws, ordinances, and guidelines for the health and safety of employees when performing construction work for San Juan County. The San Juan County Safety and Compliance Contractor Safety Verification Program will require contractors and subcontractors to demonstrate the initiation, maintenance, and supervision of all safety precautions and programs in connection with a construction project. The personal safety and health of contractors' and subcontractors' employees is of primary importance, and the prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary.

San Juan County Executive Officer

Safety and Compliance Manager

STANDARD PRACTICE INSTRUCTION

DATE: _____

SUBJECT: Contractor Safety Verification Program

REGULATORY STANDARD: All applicable Federal, State and Local Safety and Health regulatory requirements including but not limited to: OSHA - 29 CFR.

BASIS: It is the responsibility of the host General Contractor to ensure the safety of all workers conducting business on the site. When a General Contractor arranges to have employees of another employer (sub-contractors) perform work that involves activities that may put personnel at risk, the General Contractor must inform the sub-contractor that the workplace contains specific hazards and that the work to be done is permitted only if all workers have the proper training, equipment and work conditions to accomplish the task(s) in a safe manner.

GENERAL: The Contractor will ensure that safe work practices are used by Contractor personnel to provide for the control of hazards during operations such as lockout / tagout, confined space entry, welding, trenching, walking/working surfaces or piping, and general safety within our facilities. At the request of the County, the Contractor shall provide information regarding the Contractor's safety performance and programs to ensure that occupational safety and health policies have been established and are being followed.

RESPONSIBILITY: The Contractor shall be responsible for complying with this program, and the Safety and Compliance Manager will monitor the Contractor's compliance.

Contents of the Contractor Safety Verification Program

1. **Written Program.**
2. **Statement of Policy.**
3. **Routine Contractor Compliance Inspections.**
4. **Contractor Safety Meetings.**
5. **Specific Safety Standards Requiring Contractor Safety Compliance.**
6. **Contractor Training Compliance.**
7. **Contractor Safety Questionnaire.**

San Juan County Contractor Safety Verification Program

1. Written Program. San Juan County may review and evaluate this standard practice instruction:

- On an annual basis
- When changes occur to 29 CFR that prompt revision of this document
- When facility operational changes occur that require a revision of this document
- When there is an accident or close-call that relates to this area of safety
- When changes occur to related document that prompts a revision of this document; and/or
- Anytime the procedures fail

Effective implementation of this program requires support from all levels of Contractor management. This written program will be communicated to all personnel.

2. Statement of Policy. This policy is designed to establish a process to assist Contractors to accomplish desired job tasks without compromising the safety and health of employees at the designated site. The Contractor must assure that all employees and sub-contractors: 1) are trained to perform the job safely, 2) can recognize the hazards related to the job, and 3) are knowledgeable of other applicable provisions of Federal, State and Local safety and health regulatory requirements.

2.1 Initiation of work. Prior to the initiation of the Contractors' work at the site all contract employers will be informed of the applicable provisions of the facility emergency action plan and all other required information as required by relevant Federal, State and Local safety and health regulations.

3. Contractor Disclosure. As a means to assist contract employees to follow the safety rules of the facility, including safe work practices required by relevant regulations and policies, the following criteria and information relating to the Contractor may be reviewed by the Safety Compliance Manager.

3.1 Information relating to the Contractor's safety performance and programs;

3.2 Methods of informing the contractor, sub-contractors, architect / engineer and San Juan County personnel of known potential hazards related to the Contractor's work and applicable provisions of the facility emergency action plan;

3.3 Safe work practices to control the entrance, presence and exit of any persons in covered process areas, or other areas where known hazards exist;

3.4 Evaluation of Contractor performance in complying with specific safety standards;

3.5 Contract employee injury and illness logs related to safety standards (see section 8);

3.6 A list of unique hazards presented by Contractors' work or potential hazards generated by the Contractor in the workplace that are reported to San Juan County, such as: use of hazardous chemicals, excessive noise or dust generation, etc.

4. Routine Contractor Compliance Inspections. Routine Contractor compliance inspections will be conducted periodically when contractors are on site. The inspection will be made to insure working conditions conform to the best management practices regarding Contractor safety compliance.

4.1 Inspection team composition. The Contractor inspection team may be comprised of representatives of San Juan County and the Contractor.

4.2 Inspection Intervals. The Safety and Compliance Manager will coordinate inspection dates and times with all assigned inspection team members. The team may conduct inspections on a monthly basis or more frequently as needed while work is in progress.

4.3 Inspection report. The Safety and Compliance Manager will develop a Contractor safety report based on the inspection items noted during the inspection. **Imminent danger situations will be immediately addressed with the personnel responsible for correcting deficiencies and documented on the inspection report**. The following items will be accomplished:

4.3.1 The report will be distributed immediately to personnel responsible for correcting deficiencies noted during the inspection. A copy will also be given to the County Contract Administrator (the person designated by the County to administer the Contract for the project).

4.3.2 The report will be distributed to all supervisors and key management personnel affected by the Contractor's operation. Supervisors will brief the results to all employees under their control. A copy of the report will be posted in a conspicuous place for review.

4.3.3 The Safety and Compliance Manager will develop a report of deficiencies noted to determine jobs/areas that have high incidence Contractor non-compliance. These areas will be emphasized during future inspections and meetings.

4.3.4 Any deficiencies noted shall be immediately corrected by the Contractor. Corrective actions will be tracked to completion.

5. Contractor Safety Meetings.

5.1 Contractor meeting agendas. The General Contractor may develop agendas serving various topics of importance to the Contractor Safety Verification Program.

5.2 Contractor meeting schedules. Contractor safety meetings will be conducted at least once a month or on an "as needed" basis, and when operational changes to equipment, facilities, or the job occurs that impact the Contractor Safety Verification Program.

5.3 Administration update meetings. Contractor safety topics will be included in the agenda of selected staff meetings. The Safety and Compliance Manager will keep the County Contract Administrator informed of Contractor safety performance developments should issues arise.

6. Specific Safety Standards Requiring Contractor Safety Compliance. The following standards will be reviewed if the Contractor engages in activities that could fall under the jurisdiction of the specific standard:

APPLICABLE OHSA STANDARDS: Below are listed a sampling of OSHA Standards that require Contractor Safety Compliance in specific areas. The Contractor must determine any other standards that relate to specific safety conditions for the project. Please check the appropriate standards that will apply to the job:

_____ 29 CFR 1910.119	Process Safety
_____ 29 CFR 1910.120	HAZWOPER
_____ 29 CFR 1910.Subpart E	PPE
_____ 29 CFR 1910.146	Confined Space
_____ 29 CFR 1910.147	Lockout Tagout
_____ 29 CFR 1910.178	Powered Industrial Trucks
_____ 29 CFR 1910.252	Welding Safety
_____ 29 CFR 1910.1200	HAZCOM
_____ 29 CFR 1926 Subpart M	Fall Protection
_____ 29 CFR 1926 Subpart N	Cranes, Derricks and Hoist
_____ 29 CFR 1926 Subpart Q	Concrete and Masonry
_____ 29 CFR 1926 Subpart R	Steel Erection
_____ 29 CFR 1926 Subpart P	Excavations
_____ 29 CFR 1926 Subpart L	Scaffolding
_____ 29 CFR 1926 Subpart G	Signs, signals, barricades
_____ List additional standards	_____

7. Contractor Training Compliance. All Contractors will ensure that their employees are properly trained about known fire, explosion and / or toxic hazards, uncontrolled energy, confined spaces, and **any other hazard(s) related to their jobs**.

7.1 Contractors used by San Juan County are required to provide training to their employees in the work practices necessary for their specific job. Additionally, San Juan County, in coordination with the Contractor, may conduct job hazard analyses to identify, and evaluate and control processes involving highly hazardous chemicals.

7.2 Whenever there are outside contractors present, coordination with the General Contractor is mandatory. For example, the General Contractor will inform the subcontractor (and vice versa) when equipment cannot be touched, re-energized or restarted.

7.3 Safe working practices on site remain the responsibility of the General Contractor. Proper understanding and practice of working safely can be determined by observation, interviews with employees (contractors, sub-contractors, or contract employees), and OSHA reports. Any reports generated as a result of an incident shall be provided to the Safety and Compliance Manager.

7.4 Contractors used by San Juan County must:

7.4.1 Ensure that their employees are trained in safe work practices needed to perform the job.

7.4.2 Ensure their employees are instructed in the known potential fire, explosion, or toxic release hazards related to the job and the applicable provisions of the facility emergency action plan.

7.4.3 Document that their employees have received the required training.

7.4.4 Ensure that their employees follow the project safety rules and work practices.

7.4.5 Advise San Juan County of unique hazards presented by the Contractor's work.

8. Contractor Safety Questionnaire. The following questionnaire will be used to provide an initial assessment of the scope of a Contractors Safety Program (see next page).

PURPOSE: The purpose of this questionnaire is to provide San Juan County with necessary information about the Contractor's safety program. All items must be completed.

Company Name: _____

Address: _____

Safety Director: _____ Phone #: _____
(Person responsible for safety) FAX #: _____
Email: _____

1. Accident/Injury Experience

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

A. Number of recordable injuries/illnesses _____

B. Number of restricted work days _____

C. Number of lost work days _____

D. Number of fatalities _____

E. Employee hours worked last year _____

F. Number of injuries/illnesses requiring hospitalization _____

2. Safety Program

A. Does your company have a written safety program?
Yes _____ No _____

Is the program revised/updated annually?
Yes _____ No _____

B. Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?
Yes _____ No _____

C. Do you have a new hire orientation program pertaining to safety training?
Yes _____ No _____

D. Does it include any training on the following? (If your company has a handbook, please submit a copy). Mark all that apply

Head Protection ____
Eye Protection ____
Hearing Protection ____
Respiratory Protection ___

Emergency Procedures ___
Hazardous Substances ___
Trench and Evacuation ___
Barricades ___

Safety Belts & Lifelines or Fall Protection___
Scaffolding ___
Housekeeping ___
Fire Protection ___
Hand Protection ___
Confined Space Entry ___
Electrical Safety ___
Rigging and Crane Safety ___
Hand and Power ____
Tool Safety ___
Others ____

E. Do you have a foreman safety training program?
Yes _____ No _____

F. Do you conduct regular safety meetings?
Yes _____ No _____
How often? _____

G. Are records of the training kept on site?
Yes _____ No _____

H. Do you generate accident investigation reports?
Yes _____ No _____

I. Do you perform project safety inspections?
Yes _____ No _____

Who conducts them? Name _____

Job Title _____

How often? _____

3. Lockout/Tagout

A. Does the work that you are contracting for involve any "Lockout/Tagout" situations?
Yes _____ No _____

If yes, please submit a copy of your written Lockout/Tagout procedures.

4. Hazard Communication

A. Does the work that you are contracting for, involve the use of any "Hazardous Substances"?
Yes_____ No _____

If yes, please submit a copy of your written hazard communication program and material safety data sheets for any hazardous substance that you will be using in your work.

5. Confined Spaces

   A. Does the job involve working in a "Confined Space"?
      Yes _____ No _____

   B. If yes, include your work plan, copies of training certification for the list of employees, entry permit and who will be in the permit-required confined space.

6. Elevated Work and Fall Protection

   A. Does the work that you are contracting for involve any "Elevated Work"?
      Yes _____ No _____

      If yes, please submit a copy of your fall protection and elevated work policy and procedures.

7. Powered Industrial Vehicles

   A. Does the work that you are contracting for, involve the use of any powered industrial vehicles? (i.e., fork trucks, highlifts, etc.)
      Yes _____ No _____

   B. Have designated people been trained and certified on such?
      Yes _____ No _____

   C. Are all certified drivers current on their recertification?
      Yes ____ No ____

9. Key Personnel

   List the key on-site people for this project.

Name: _____
Title: _____
Projects 1._____
2._____
3._____

Name: _____
Title: _____
Projects 1._____
2._____
3._____

Recommendations: _____

Comments: _____

_____
_____
_____
_____

For use by San Juan County

Approved *Yes ____ No____

I certify that I have conducted a review of the information contained in this questionnaire.

* Further detail on attachment: Yes __ No__

Name: _____ Signature: _____

Title: _____ Date: _____ Time: _____

ASSESSMENT QUESTIONNAIRE RETENTION INFORMATION

Permanent Retention File: _____ Location: _____

Date Filed: _____ Filed By: _____