

Artesia Public Schools  
Painting Services  
2024-2028

January 22, 2024

Invitation to Bid

Notice is hereby given that the Artesia Board of Education is seeking sealed bids for Painting Services. Bid documents may be obtained by contacting Mr. Clint Taylor at [ctaylor@bulldogs.org](mailto:ctaylor@bulldogs.org). Bids will be received by the Artesia Public Schools at the Administration Office, 301 Bulldog Boulevard, Artesia, New Mexico on or before Friday, March 8, 2024, at 2:00 PM local time at which time the bids will be opened and read aloud. Bids received after 2:00 PM will be marked "nonresponsive" and returned to the Offeror unopened.

Bids should be sealed in an envelope bearing the name of the contractor and marked:  
**Painting Services Bid 2024-2028**

Instructions to Bidders

All bids shall be submitted on the form as issued by the Artesia Public Schools, and same shall be filled out in its entirety. Changes or alterations to the form(s) will automatically cause the bid to be rejected.

Bidders are required to furnish a minimum of two letters of reference. Bidder should insure the letters of reference clearly communicate the agent's name, address, and business phone number.

The **successful** bidder will be required to furnish a Certificate of Liability Insurance naming the Artesia Public Schools as a Certificate Holder, and a copy of the bidder's W-9.

It is the responsibility of each bidder before submitting a bid to examine thoroughly the contract documents and other required criteria identified in the bidding documents; to visit the site(s) to become familiar with the general, local and site conditions of the buildings and all systems, elements and equipment that may affect cost, progress and performance of this inspection and maintenance contract. ; to consider federal, state and local laws and regulations that may affect cost, progress, and performance or furnishing of the work; to study and carefully correlate bidder's knowledge and observations with the contract documents and such other related data; and to promptly notify owner in writing of all conflicts, errors, ambiguities or discrepancies which bidder has discovered in or between the contract documents and such other related documents.

Interpretations or clarifications considered necessary by the owner in response to written questions will be issued by addenda mailed or delivered to all parties recorded by the owner and bidder as having received the bidding documents. Questions received less than four (4) days prior to the date for opening of bids may not be answered.

**Artesia Public Schools**  
**Painting Services Contract**  
**July 1<sup>st</sup>, 2024 through June 30<sup>th</sup>, 2025**

**1<sup>st</sup> Contract**

**General Scope of Work**

Contractor will meet with Mr. Simer to review the painting needs for the district. Mr. Simer will provide a proposed schedule which will include a prioritized list of painting projects.

Contractor will be responsible for preparing all surfaces to professional standards and applying quality primer and paint that is appropriate and agreed upon by the director of maintenance.

Other service calls may be required from time to time. Service call time will be (1) day from the time the first call originates. Services calls will be made by the Director of Maintenance, Mr. Scott Simer, and on occasion by Assistant Superintendent for Operations.

**Contractor's Responsibilities**

A. The contractor must use skilled painters and painter's helpers to perform the work. To be compensated as a "painter", the contractor must provide proof of a minimum of two years of successful experience as a painter. The owner must approve of this proof before the worker begins work as a "painter". Workers must be employees of the contractor. Subcontractors will not be allowed.

B. The contractor is responsible for providing all the tools and equipment necessary to perform the work. The district will not pay for rental equipment which the district considers normal necessary tools and equipment for fulfilling the work within this contract. The contractor will calculate and purchase the appropriate primer and paint for each job.

C. The contractor shall render priority service to this owner to perform all ordinary services as a condition of this contract.

D. The contractor shall advise the owner in writing of work outside the scope of this agreement that needs to be done. Advise, assistance in problem solving, and identification of work outside the scope of the contract will be part of the scope of work of this contract.

E. The contractor shall not discriminate against any person or group of persons on the grounds of race, creed or color, or national origin in any manner. Applicable sections of the state and federal laws shall apply to all contracts agreed into in connection with this work.

F. The contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of work as shown or specified.

G. The Artesia Schools maintains an asbestos management plan for their facilities. Asbestos containing materials have been identified by the Artesia Schools. The contractor should be familiar with the plan and notify the owner if disturbances of asbestos containing materials is necessary.

## Insurance

The contractor shall procure and maintain at the contractor's expense insurance of all kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the contractor, the contractor's agents, or employees or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents, and subcontractors there from.

A. Public Liability and Automobile Liability Insurance.

1. General Liability: Bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability: \$1,000,000 each person; \$2,000,000 each occurrence (Annual Aggregate)  
Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

B. The policy to provide this insurance is to be written on a comprehensive general liability form or commercial general liability form which must include the following:

1. Coverage for liability arising out of the operation of independent contractors.
2. Completed operation coverage.
3. Attachment of the broad form comprehensive general liability endorsement.

C. In the event that a form of work next to an existing building or structure is a required part of the contract, the contractor's insurance must include coverage for injury to or destruction of property arising out of:

1. The collapse of or structural injury to buildings or structure due to excavation, including burrowing, filling, or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving shoring, underpinning, razing or demolition of buildings or structures or removal or rebuilding of structural supports thereof.

D. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection there with below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.

1. Automobile liability insurance coverage for the contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation, and maintenance of owned, non-owned and hired cars. The limits of liability insurance shall be provided in the following amounts:

Bodily Injury Liability:  
\$1,000,000 each person;  
\$2,000,000 each occurrence (annual aggregate).  
Property Damage Liability:  
\$2,000,000 each occurrence (annual aggregate).

- E. **Worker's Compensation Insurance.** The contractor shall also carry worker's compensation insurance or otherwise fully comply with the provision of the New Mexico workmen's compensation act and occupational disease disablement law. If the contractor is an "owner-operator" of such equipment, it is agreed that the Artesia School District assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said contract.
- F. **Certificate of insurance/department as additional insured.** The contractor being awarded the contract/price agreement shall furnish evidence of contractor's insurance coverage by a certificate of insurance. The certificate of insurance shall be submitted prior to award of the contract/price agreement.
1. The contractor shall have the Artesia Public Schools named as an additional insured on the comprehensive general liability form or commercial general liability form furnished by the contractor pursuant to paragraph (A) 1, of this subsection.
  2. The certificate of insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.
  3. The certificate of insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, canceled, or allowed to lapse without giving the owner thirty (30) days written notice.
  4. Also, a certificate of insurance shall be furnished to the owner on renewal of a policy or policies as necessary during the terms of the contract. The owner shall not issue a notice to proceed until such time as the above requirements have been met.
- G. **Umbrella Coverage.** The insurance limits cited in the above paragraphs are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for individual contractor. The owner will recognize following form excess coverage (umbrella) as meeting the requirements of subsection (A) 1.A. of section, should such insurance otherwise meet all requirements of such subsections.
- H. **Other required insurance.** The contractor shall procure and maintain, when required by the owner, form and types of Bailee Insurance such as, but not limited to builder's risk insurance, contractor's equipment insurance, Rigger's Liability Proper Insurance, etc. in an amount to protect the owner against claims, losses and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the contractor, including property of others being installed, erected or worked upon by the contractor, his agents of subcontractors.

## Default

The contractor will be in default of the contract if the contractor:

- A. Fails to begin the work under the contract within the time specified in the contract, or;
- B. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or;
- D. Discontinues the prosecution of the work, or;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. For any other cause, except as provided in the contract, fails to carry on the work in an acceptable manner.

Upon the default of the contractor, the owner may undertake to complete the work with its own forces or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the owner, together with the cost of completing the work under the contract, will be deducted from funds which are due or may become due the defaulting contractor.

## Payment for Services

Contractor shall invoice the owner bi-monthly for services and parts. Invoices should contain the exact dates of service and list the building name and brief description of location within the building or grounds. The Contractor will invoice the owner based on the prices submitted for services and mark-up on paint as listed on the contractor's price proposal. Contractor must provide a copy of the original signed receipts for paint which identifies the address and name of the school property that was painted. Payment for services performed will be approved upon final inspection of work.

## Final Conditions

- A. Painting services workmanship are warranted by the contractor for two years from the exact date the services are rendered. Contractor agrees to remedy a problem that arises with the exact services at no cost to the district.
- B. Contractor shall indemnify and hold harmless the District, its officers and employees, against liability, claims, damages losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor's and/or its employees own negligent acts or omissions while contractor, and/or its employees performs or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (section 41-4-1 and section 56-7-1, NMSA 1978, ET SEQ.) and any amendments thereto. It is specifically agreed

between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury or injuries to person(s), damage(s) to property or properties and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

- C. The prices quoted on this contract represent the compensation to be paid by the Artesia Public Schools for goods and/or services provided. It is understood that the contractor providing said goods and/or services to the Artesia Public Schools is responsible for payment of all permits, licenses, fees, and any other items necessary to complete the work provided. The prices listed on this contract **do not** include State Gross Receipts or local tax. Tax shall be added to invoice, on service only, at current rates as a separate item to be paid by users.
- D. At the sole discretion of the Artesia Public Schools, provided Successful Bidder has provided services satisfactorily to the Board of Education of the Artesia Public Schools, this contract may be continued for up to three successive one-year terms. The Artesia Public Schools will notify the Contractor of intent to renew for continued service by **May 1st** prior to commencement of the next contract year. Any increase in the "services" price during the renewal term shall not exceed three (3%) percent. The "mark-up" price for paint may not be changed during any term.
- E. This agreement may be terminated by either party upon not less than thirty days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

**Regular Hourly Rate for Skilled Painter** \$ \_\_\_\_\_  
(Monday through Friday 7:00 AM - 5:00 PM)

**Regular Hourly Rate for Painter's Helper** \$ \_\_\_\_\_

**Mark-up on Paint** % \_\_\_\_\_

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**Business Name** \_\_\_\_\_ **Mailing Address** \_\_\_\_\_

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**Business Phone Number** \_\_\_\_\_ **Agent's Mobile Number** \_\_\_\_\_

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**Business Fax** \_\_\_\_\_ **Agent's E-mail** \_\_\_\_\_

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**New Mexico Contractor's License Number** \_\_\_\_\_

**Billing Address for APS:**

Artesia Public Schools  
301 Bulldog Boulevard  
Artesia, NM 88210

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**Signature of Contractor's Agent**

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**Signature of APS Superintendent**

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**Date**

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**Date**

**Distribution of Contract to:**

Artesia Public Schools (Copy of Original)  
Contractor (Original)

**Artesia Public Schools**  
**Painting Services**  
**2024-2028**

**January 22, 2024**

**General Terms and Conditions**

The Artesia Public Schools reserves the right to reject any or all bids, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if owner believes that would not be in the best interest of the Artesia Public Schools to make an award to bidder, whether because the bid is not responsible or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the owner.

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

**Specifications**

See the "Painting Services Contract" which is included within this bid packet.

**Evaluation Criteria and Award**

In evaluating bids, owner will consider the qualifications of bidders, compliance with the prescribed bid requirements, bid price and other data, as may be requested in the bid documents.

Owner may conduct such investigations as owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidders to perform and furnish the work in accordance with representation by bidder that bidder has complied with every requirement of the bidding documents, that without exception the bid is premised upon performing and furnishing the work required by the contract documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown or indicated or expressly required by the contract documents, that bidder has given the owner written notice of all conflicts, errors, ambiguities and discrepancies that bidder has discovered in the contract documents and the written resolutions thereof by the owner is acceptable to bidder, and that the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

It is the intent of the owner to award the bid to one contractor for the work described in these bidding documents. The contractor shall be considered an independent contractor and may not be an employee of the Artesia Public Schools.

Preference will be given to Resident New Mexico and Veteran bidders who provide a copy of their certificate with their bid packet and enter their certificate number on the proposal form. Preference will be given pursuant to 13-1-21 and 13-4-2 NMSA 1978.



**Artesia Public Schools  
Painting Services  
2024-2028**

**January 22, 2024**

Award will be made to the bidder who meets the requirements and qualifications of the bid documents and submits the lowest responsive bid. The lowest bid will be determined by utilizing the following method:

"Regular Hourly Rate" for a "Licensed Painter"	X	520 hours	= _____
	+		
"Mark-up on Paint/Supplies"	X	\$25,000.00	= _____
		<b>TOTAL</b>	= _____

**Contractual Terms and Conditions**

The contract period will be for one year with the opportunity to extend the contract for an additional three years. The first contract year will begin on July 1, 2024 and end on June 30, 2025. An evaluation of performance will be conducted by the Artesia Public Schools within three months of the expiration of each year's contract. This Multi-Term Contract will be pursuant to 13-1-150 NMSA 1978.

Bidder shall fully inform himself of the details of the contract by reviewing the "Painting Services Contract" which has been enclosed within this bid packet.

**Artesia Public Schools  
Painting Services  
Price Proposal Form  
2024-2028**

**Regular Hourly Rate for Skilled Painter** \$ \_\_\_\_\_  
(Monday through Friday 7:00 AM - 5:00 PM)

**Regular Hourly Rate for Painter's Helper** \$ \_\_\_\_\_

**Mark-up on Paint** \_\_\_\_\_ %

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**Business Name** **Physical Address** **Mailing Address (If Different)**

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**Business Phone** **Agent's Mobile**

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**Business Fax** **Agent's E-mail**

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**New Mexico Contractor's License Number**

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**New Mexico Resident Preference Number** **Veterans Preference Number**

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**Signature of Contractor's Agent** **Title** **Date**