

**RESOLUTION NO. 14-1269**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PURCHASE OF TOWN-WIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF MIAMI BEACH, FLORIDA CONTRACT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes' (the "Town") desires to ensure that Town facilities are well maintained and desires to purchase interior/exterior painting and waterproofing services for all Town facilities; and

**WHEREAS**, the Town finds that the best source for the purchase of Town-Wide Painting (Interior and Exterior) and Waterproofing Services that meets the needs of the Town is through a contract with Roof Painting by Hartzell, Inc. a/k/a Hartzell Painting Contractors ("Hartzell"), Inclan Painting and Waterproofing, Corp. ("Inclan"), and P & P Contracting, Inc. ("P & P") through a contract from the City of Miami Beach, Florida, which is being piggybacked upon for the purchase; and

**WHEREAS**, Section 7 of Town of Miami Lakes Ordinance 12-142 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

**WHEREAS**, on June 26, 2014, the City of Miami Beach issued ITB No. 2014-191-SW for Citywide Interior and Exterior Painting and Waterproofing, and on September 10, 2014, the Mayor and City Commission for the City of Miami Beach approved the City Manager's recommendation to approve the award of a contract to the three responsive and responsible bidders, Hartzell, Inclan, and P & P as pre-qualified vendors for future work per the terms and conditions of ITB 2014-191-SW; and

**WHEREAS**, the Town Council approves of the Town Manager's recommendations and

authorizes the Town Manager to enter into a contract with Hartzell, Inclan, and P & P as pre-qualified vendors for future work per the terms and conditions of ITB 2014-191-SW, in an amount not to exceed budgeted funds in the General Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Approval of Contract.** The Town Council hereby approves the award of a contract to Hartzell, Inclan, and P & P in substantially the form attached hereto as Exhibit "A" in an amount not to exceed budgeted funds for the purchase of Town-Wide Painting (Interior and Exterior) and Waterproofing Services, together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

**Section 3. Authorization of Town Manager.** The Town Manager and/or his designee is authorized to utilize the contract from the City of Miami Beach, Florida, to wit: ITB No. 2014-191-SW, and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Hartzell, Inclan, and P & P for the purchase of Town-Wide Painting (Interior and Exterior) and Waterproofing Services.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds from the General Fund to implement the terms and conditions of this Resolution and the contract with Hartzell, Inclan, and P & P for the purchase of Town-Wide Painting (Interior and Exterior) and Waterproofing Services.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 9<sup>th</sup> day of December, 2014.

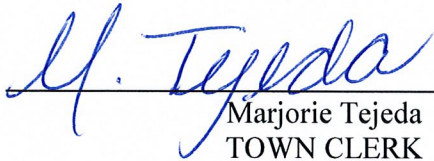
The foregoing resolution was moved for adoption by Councilman Lama. The motion was seconded by Councilman Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Manny Cid	<u>Yes</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Tony Lama	<u>Yes</u>
Councilmember Ceasar Mestre	<u>Yes</u>
Councilmember Frank Mingo	<u>Yes</u>
Councilmember Nelson Rodriguez	<u>Yes</u>



Wayne Slaton  
MAYOR

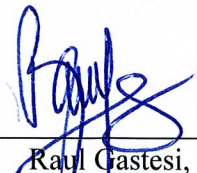
Attest:



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Marjorie Tejada  
TOWN CLERK

Approved as to form and legal sufficiency:



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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# **EXHIBIT “A”**



# MIAMI BEACH

## CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: For Citywide Interior and Exterior Painting and Waterproofing  
CONTRACT NO.: ITB- 2014-191-SW  
EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, through its City Manager, for two (2) additional one (1) Year periods.  
SUPERSEDES: N/A  
CONTRACTOR(S): Hartzell Painting Contractors  
ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

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- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kaniewski, Property Management Director at 305-673-7000 ext. 2914.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

**City of Miami Beach**  
**Public Works-Property Management Division**  
**1245 Michigan Avenue, Miami Beach, FL 33139**  
**Attn: Anthony Kaniewski, Property Management. Division Director**  
**Phone: 305-673-7000 ext. 2914**  
**Email: AnthonyKaniewski@miamibeachfl.gov**

With copies to:

**City Clerk**  
**City Clerk Office**  
**1700 Convention Center Drive**  
**Miami Beach, Florida 33139**

For Contractor:

**Hartzell Painting Contractors**  
**2301 NW 33<sup>rd</sup> Court, Ste. 112**  
**Pompano Beach, FL 33069**  
**Attn: Mike Goodwin**  
**Phone: 954-658-0515**  
**Fax: 954-957-9766**  
**E-mail: mgoodwin@myhartzell.com**

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.



# **ATTACHMENTS**

**A**

**Condensed Title:**

**REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2014-191-SW FOR CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES.**

**Key Intended Outcome Supported:**

Ensure Well-Maintained Facilities.  
**Supporting Data (Surveys, Environmental Scan, etc.):** N/A

**Item Summary/Recommendation:**

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide painting (interior and exterior) and waterproofing services for building facilities located within the City of Miami Beach (the "City") for the Property Maintenance Division in accordance with the prescribed specifications and requirements. ITB No. 2014-191-SW, was issued on June 26, 2014, with a bid opening date of July 30, 2014.

The ITB resulted in the receipt of three (3) responses from Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc.

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission to award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work per the terms and conditions of ITB No. 2014-191-SW. Depending on the scope and services required for individual projects, the City will select the most cost-effective vendor on a per project basis.


**RECOMMENDATION**

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract to Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work on an as needed basis.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

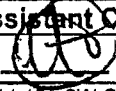
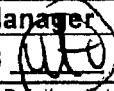

Source of Funds:	Amount	Account
1	\$50,000	Property Management Contracted Services Repairs & Maintenance. 520-1720-000342
	\$15,000	Property Management RDA Contracted Services Repairs & Maintenance 168-9964-000342
	\$100,000	125-6224-000676 Police Station CRR
	\$62,000	125-6994-000676 Fire Station No. 3 CRR
	\$39,000	125-6194-000676 555 Building CRR
	\$415,000	FY15 Capital Budget (Contingent upon budget approval)
<b>Total</b>	<b>\$681,000</b>	

**Financial Impact Summary:** \* The annual cost associated with the Citywide Painting (Interior and Exterior) and Waterproofing Services is subject to funds availability approved through the City's budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Budget Office.

**City Clerk's Office Legislative Tracking:**

Alex Denis, Director Ext # 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AD _____ ETC 	MT  KGB 	JLM 

T:\AGENDA\2014\September\Procurement\ITB 2014-191-SW Citywide Painting (interior and exterior) and Waterproofing Services - SUMMARY.doc



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: September 10, 2014

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2014-191-SW CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES.**

### ADMINISTRATION RECOMMENDATION

Approve the award of the contract.

### KEY INTENDED OUTCOME

Ensure Well-Maintained Facilities.

### FUNDING

The annual cost associated with Citywide Painting (Interior and Exterior) and Waterproofing Services is subject to funds availability approved through the annual budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. The funding and accounts noted below are the FY 2015 budget amounts approved by City Commission.

	Amount	Account
1	\$50,000	Property Management Contracted Services Repairs & Maintenance. 520-1720-000342
2	\$15,000	Property Management RDA Contracted Services Repairs & Maintenance 168-9964-000342
3.	\$616,000	FY 14 and FY 15 budget (Contingent upon budget approval)
Total	\$681,000	

Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Office of Budget and Performance Improvement (OBPI).

### BACKGROUND INFORMATION

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide painting (interior and exterior) and waterproofing services for building facilities located within the City of Miami Beach (the "City") for the Property Maintenance Division in accordance with the prescribed specifications and requirements. The City desires to set a standard for quality materials and a cost associated with the aforementioned services City Wide. It is the intent of the City to have proper materials installed for the proper application with the proper preparation. The contract(s) entered into with the successful bidder(s) shall remain in effect for three (3) years.



### **ITB PROCESS**

ITB No. 2014-191-SW, was issued on June 26, 2014, with a bid opening date of July 30, 2014. Three (3) addenda were issued. The Procurement Department issued bid notices to thirty-two (32) firms utilizing the Public Group and the Florida Purchasing Group website. Twelve (12) prospective bidders accessed the advertised solicitation. In addition, the Procurement Department sent the ITB document to additional firms not registered with the Public Group via email.

The ITB resulted in the receipt of three (3) responses from Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc.

Award will be made to the responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB. The City will endeavor to award projects pursuant to the specific unit prices awarded pursuant to the ITB. However, notwithstanding the foregoing, the City Manager may, in his sole discretion, also recommend one or more responsive, responsible bidders for award for the purpose of creating a pool of qualified contractors.

Veterans and local preferences were considered during the tabulation of the bids received. Neither veterans nor local preference was applicable to any of the bidders.

In evaluating the bids received it has been determined that all three (3) bidders submitted bids that meet all terms, conditions, and specifications of the ITB and therefore are considered as "pre-qualified" to quote for future work as the need may arise.

In its due diligence, the Procurement Department verified the following:

- **Minimum Requirements**

The ITB stated that bids will only be considered from firms that are regularly engaged in the business of providing goods and services for a minimum of three (3) years and provide three (3) distinct references with contact names and phone numbers for verification.

Hartzell Painting Contractors provided verifiable references from the City of Boca Raton, Delray Beach, and the City of Miramar, Florida.

Inclan Painting and Waterproofing, Corp provided verifiable references from Miami Dade County Parks, Miami Dade County Public Schools, and MG Construction.

P&P Contracting, Inc. provided verifiable references from Florida's Turnpike Enterprise, Florida Department of Transportation, and Miami Dade County Parks & Recreation.

- **Past Performance**

Hartzell Painting Contractors was started in 1948 in Hollywood, Florida. By the early 1950's business expanded to include the manufacturing of roof paint. Since then, the company has expanded operations to include; house painting, commercial painting, weatherproofing and all forms of specialty coatings.

Inclan Painting and Waterproofing Corp. was founded in 1981 under the name of Inclan. Since then they have specialized in Painting, Waterproofing, Concrete Restoration,

Stucco and General Repairs. In 1995 the company became established in South Florida under the name of Inclan Painting & Waterproofing Corp.

P&P Contracting, Inc. started in 2007 and has provided numerous painting and waterproofing services for the F.D.O.T. in various districts. In addition, P&P has provided services for the Florida Turnpike Enterprise. They specialize in painting and waterproofing with extensive experience with governmental entities.

Pricing tabulation is attached.

After review of responses received, it is recommended that an award be made to all three (3) responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB for the purpose of creating a pool of qualified contractors from which the City may seek quotes for specific projects.

#### **CITY MANAGER'S REVIEW**

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission to award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work per the terms and conditions of ITB No. 2014-191-SW.

#### **CONCLUSION**

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work on an as needed basis.

JLM/KGB/MT/EJC/AD 

APPENDIX E -REVISED- BID TENDER FORM (Included in Addendum #3)

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item #	Item Description	Hartzell Painting Contractors						Inelan Painting and Waterproofing, Corp.						P & F Contracting, Inc.					
		Price per Square Foot (SF)		Price per Linear Foot (LF)		Price per Square Foot (SF)		Price per Square Foot (SF)		Price per Square Foot (SF)		Price per Square Foot (SF)		Price per Square Foot (SF)		Price per Square Foot (SF)		Price per Linear Foot (LF)	
		EPOXY	LATEX (Acrylic, Sain, Glass, Semi-gloss)	OIL	PRIMER	Price per Linear Foot (LF)	Price per Square Foot (SF)	EPOXY	LATEX (Acrylic, Sain, Glass, Semi-gloss)	OIL	PRIMER	Price per Square Foot (SF)	Price per Square Foot (SF)	EPOXY	LATEX (Acrylic, Sain, Glass, Semi-gloss)	OIL	PRIMER	Price per Square Foot (SF)	Price per Linear Foot (LF)
1	PRESSURE WASHING					0.70													
2	SAND BLASTING					1.75													
3	STRIPPING					2.50													
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL																		
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS																		
4B	STONE REPAIR					8.50													
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE																		
5B	CONTROL JOINTS																		
5C	GENERAL CAULKING																		
6A	CONCRETE RESTORATION AND REPAIR					16.00													
6B	STUCCO REMOVAL AND REPAIR					14.00													
6C	CMU BLOCK RESTORATION AND REPAIR					100.00													
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING					2.50													
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION																		
7	EXTERIOR LINTELS - PREPARE AND RESTORE																		
8	EXTERIOR COLUMNS - PREPARE AND RESTORE																		
9	EXTERIOR VERTICAL STUCCO/CMU SURFACE PAINTING / WATERPROOFING																		
10	EXTERIOR PAINTING/WATERPROOFING METAL SURFACES																		
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES																		
12	INTERIOR PAINTING SURFACES																		
<b>Grand Total</b>																			

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# **ATTACHMENTS**

**B**

# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 3**  
INVITATION TO BID NO. 2014-191-SW  
FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)  
July 23, 2014

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

**1. ADDITIONAL REQUIREMENTS: The following items are hereby added to Appendix D, Special Conditions.**

- a) Bonding Capacity: Proposers shall provide a statement of its bonding capacity from a Surety firm rated by AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.
- b) Upon the request of City, the awarded contractor must submit a Product Submittal Letter from the approved manufacturer of products utilized, stating that they meet or exceed the specification within five (5) days.
- c) Please note that percentage markups for Mobilization and Staging (for buildings over one story) maybe added and cost proposals for specific projects will be requested separately.

**2. REVISION:**

- a) Appendix E, Bid Tender Form has been amended. **Bidders are required to submit the amended Appendix E – Bid Tender Form in order to be deemed responsive.**
- b) Appendix C, is hereby amended as follows. Strikethrough denotes removed language. Underlined denotes added language.

Section C3.04 SERVICES:

ITEM #6.02 WATERPROOFING/ PAINTING APPLICATION

- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. **Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.**

ITEM #9.02 WATERPROOFING/ PAINTING APPLICATION

- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.

ITEM #11: EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES

- C. Paint all surfaces with acrylic exterior coating for ~~metal~~ wood as specified.

ITEM #12: INTERIOR PAINTING SURFACES

- C. Paint all surfaces with acrylic interior coating for ~~metal~~ surface as specified.

3. RESPONSES TO QUESTIONS RECEIVED:

- Q #1: Miami Beach based tax receipt...Does it mean that you have to have a business based in Miami Beach?
- A #1: **Per Ordinance No. 2011-3747, as amended, a Miami Beach-based vendor means a bidder that (i) has a valid business tax receipt issued by the City of Miami Beach for at least one year prior to the issuance of a bid, which authorizes said vendor to provide the subject goods and/o contractual services, and (ii) has, for at least one year prior to the issuance of a bid, its headquarters in the City, or has a place of business located in the City at which it will produce the goods or perform the contractual services to be purchased. The City Manager shall administratively resolve any issues relating to a vendor's status as a Miami Beach-based vendor, and his/her decision on whether a vendor is a Miami Beach-based vendor shall be final.**
- Q #2: Item #5 exterior window joint and control joint could be significant price difference?
- A #2: **Item #5 has been deleted. Please refer to the revised Appendix E, Bid Tender Form. Items 5A through 5C have been added.**
- Q #3: The scope is vague as it relates to type of service; commercial vs. residential; the purpose of sandblasting or stripping; location of the project; whether bidder has to get right of way permit and signage; and all these things affect cost, so it's difficult to bid.
- A #3: **The services covered under this ITB are not residential, but strictly commercial and for City owned facilities. Prospective bidder's bid price shall be inclusive of all materials, prep work, equipment and labor necessary to complete the described services per specifications. All projects will require a permit and contractor will be responsible for all fees.**

- Q #4: Prospective bidder was working on and had to pay for right of way, closure of sidewalks, signage and parking, therefore working on these type of buildings is different. Therefore, this affects the pricing. Will the City consider covering these costs?
- A #4: **With respect to parking and right-of-way, the City will be responsible for the costs. With respect to signage and the closure of sidewalks, the contractor will be responsible for the costs.**
- Q #5: Are permits required?
- A #5: **All projects need to be permitted and the contractor will be responsible for all permitting fees.**
- Q #6: Who pays for inspections and re-inspections?
- A #6: **Contractor is responsible for all inspection costs.**
- Q #7: Does the City have a budget estimate for this project?
- A #7: **There is no budget estimate for this project at this time.**
- Q #8: How many painting projects do you have a year? Can you give an estimate?
- A #8: **It will vary every year. The City anticipates having up to three (3) projects for the next fiscal year.**
- Q #9: The sizes of the exterior columns are not provided.
- A #9: **Prospective bidders are to provide price by square foot (SF) surface area, as the column sizes vary.**
- Q #10: The scope in Item #6.02 Waterproofing/Painting Application, states apply one coat but this won't give you the millage for the warranty so it needs to be two coats.
- A #10: **Item #6.02 Waterproofing/Painting Application, Letter C, has been revised as follows:**
- Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.**
- Q #11: In Appendix E, Bid Tender Form, line Item #6, Exterior Stucco/Concrete are two different items and may reflect two different prices, combining these together makes it tough to price and may cause the bid price to be high.
- A #11: **Item #6 has been deleted. Please refer to the revised Appendix E, Bid Tender Form line items #6A through 6E have been added.**
- Q #12: Please be advised that tuck pointing is done with mortar not sealant.
- A #12: **Please refer to the revised Appendix E, Bid Tender Form, line item #4A has been added.**



Q #13: Are line Items #1, 2, and 3 intentionally eliminated on the Bid Tender Form? Please clarify.

A #13: **Line items #1, 2, and 3 are included in the Bid Tender Form and request bidder to submit per square footage price.**

Q #14: What is the difference between the line Item #6 & line Item #9 found in the Bid Tender Form? Please clarify.

A #14: **Item #6 has been deleted.**

Q #15: If line Item #6 in the Bid Tender Form is trying to specify Restoration of the delaminated Stucco, the explanation does not relay the intent. Please clarify

A #15: **Item #6 has been deleted.**

Q #16: Line Item #5 of the Bid Tender Form combines the "exterior window joints and building expansion and or control joints. The price of the caulking varies based on the width and depth of the caulking. Since windows and expansion joints require different caulking, please clarify why they are combined in this line item.

A #16: **Item #5 has been deleted. Please refer to the revised Appendix E, and Bid Tender Form; Items #5A through 5C have been added.**

Q #17: Item #9: Exterior Vertical Stucco/CMU, Surface Painting/Waterproofing, 9.02 letter C specifies: "Apply minimum of one coat elastomeric to all surfaces to be painted". Please note that, no manufacturer will provide warranty on one coat of water proofing. Additionally, most of the City's buildings are old and have to be repaired substantially. One coat will not provide sufficient coverage and repair lines may be noticeable. Please review and advice.

A #17: **Item #9.02 Waterproofing/Painting Application, Letter C, has been revised as follows:**

**Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.**

Q #18: Bid Documents specify that the price quoted shall remain firm and fixed during the duration of the contract, and only upon renewal may the contractors be allowed to increase their price under certain guidelines. Please note that paint manufacturers raise prices once or twice a year. And it will be very difficult for a small painting contractor to keep their price fixed for three years. Please review and advice

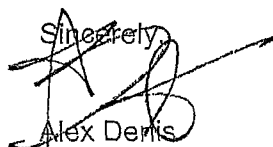
A #18: **Although price increases for materials is standard in the industry, the purpose of this ITB is to establish a contract, inclusive of all labor, equipment, supplies, materials, cost of transportation and supervision necessary to perform the services requested. Since the prices quoted shall remain firm during the initial term of the agreement, bidders should take this into consideration and factor in when submitting prices on the Bid Tender Form.**

- Q #19: Appendix C, Section C3.04 Services, Item #11, letter C, specifies Metal Primer for Wood. Please clarify.
- A #19: **This item has been revised as follows: Paint all surfaces with acrylic exterior coating for metal wood as specified.**
- Q #20: Appendix C, Section C3.04 Services, Item #12, letter C, Interior Painting Surfaces, specifies Metal Primer. Please clarify.
- A #20: **This item has been revised as follows: Paint all surfaces with acrylic interior coating for metal surface as specified.**
- Q #21: Appendix C, Item #6 "Exterior Stucco / Concrete Restoration and Waterproofing"; this does not apply to epoxy, latex, or oil, it only applies to primer, does prospective bidder leave the other items blank or placed a N/A.
- A #21: **Bid Tender Form has been revised to delete Item #6. Please submit a per square footage price for item numbers 6A, 6B, 6C, and 6D.**
- Q #22: Also, the Bid Tender Form indicates N/A in the spaces for square footage where a price may be required, such as line item #4 or stone repair, so please advise where the pricing per square footage should be indicated.
- A #22: **Bid Tender Form has been revised to include a price submittal per linear foot (LF) for item #4A, and a price per square foot (SF) for line item #4B.**

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,  
  
 Alex Demis  
 Procurement Director

**APPENDIX E  
"REVISED" BID TENDER FORM**

**Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)
			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
	<b>SERVICES</b>						
1	PRESSURE WASHING	N/A	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	N/A	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	N/A	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A					N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	
4B	STONE REPAIR	N/A	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	
6A	CONCRETE RESTORATION AND REPAIR		N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR		N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR		N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING		N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	
7	EXTERIOR LINTELS - PREPARE AND RESTORE	N/A					
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	N/A					
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A					
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A					
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	N/A					
12	INTERIOR PAINTING SURFACES	N/A					

**Bidder's Affirmation**

Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 2**  
**INVITATION TO BID NO. 2014-191-SW**  
**CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)**  
**July 22, 2014**

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

1. The deadline for the receipt of bids is extended until 3:00 p.m., on July 30, 2014, at the following location.

Miami Beach City Hall  
Procurement Department  
1700 Convention Center Drive, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

Late submittals will not be accepted. Bidders are cautioned to plan sufficient time to allow for traffic or other delays for which the Bidder is solely responsible.

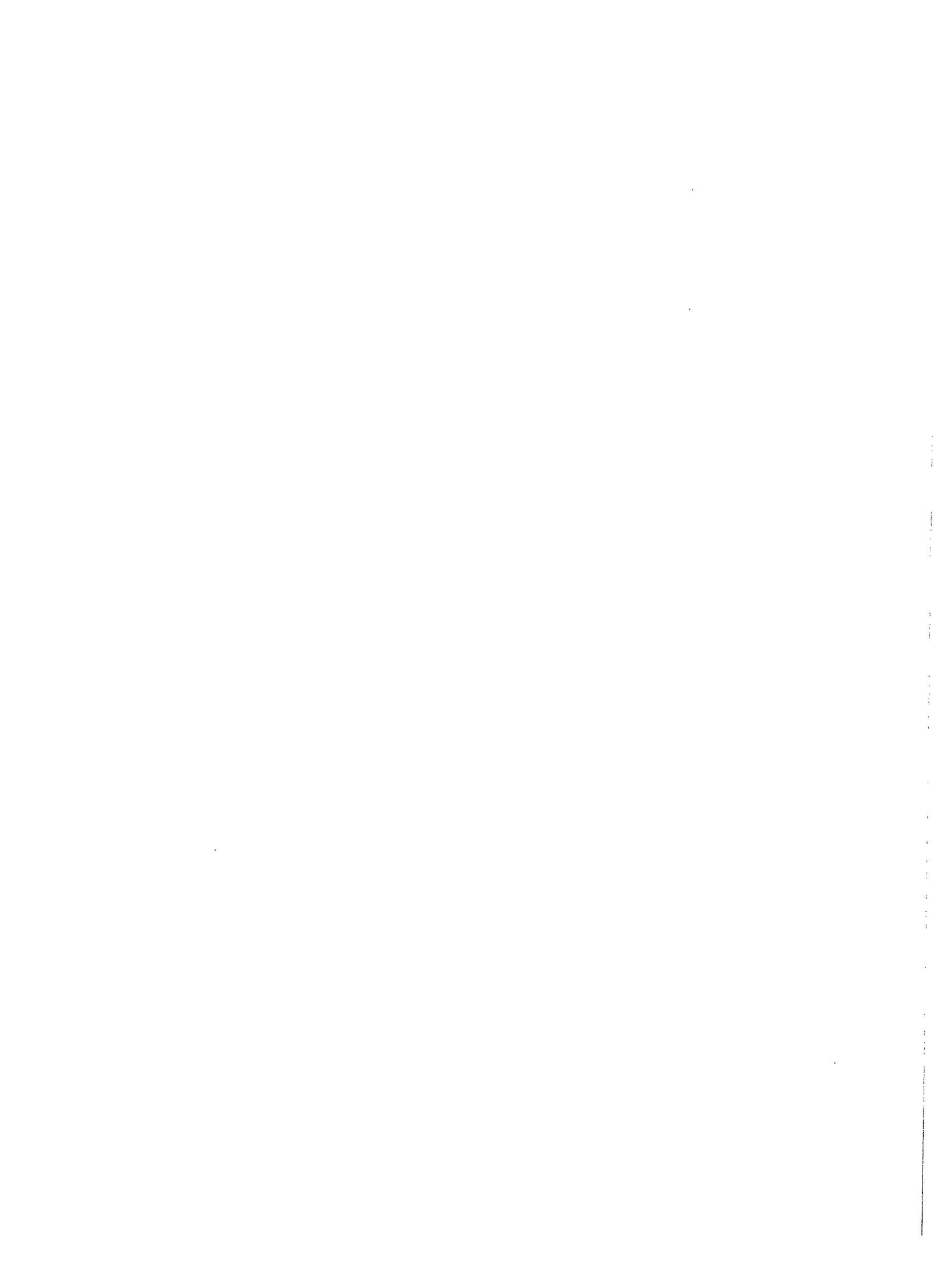
Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,

Alex Denis  
Procurement Director





# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 1**  
INVITATION TO BID FOR NO. 2014-191-SW  
FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)  
July 15, 2014

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

1. **REVISION:** Section 0200 – Instructions to Bidders, on page 3 of the ITB, is hereby amended as follows. (Underlined denotes change):

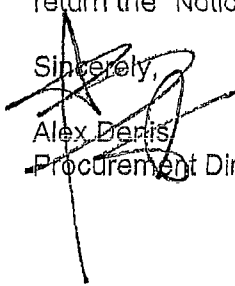
**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITB Issued	June 26, 2014
Pre-Bid Meeting	July 2, 2014, at 11:00 a.m.
Deadline for Receipt of Questions	<u>July 17, 2014</u>
Responses Due	<u>July 25, 2014, no later than 3:00p.m.</u>
Tentative Commission Approval Authorizing Award	September Commission

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,  
  
Alex Deris  
Procurement Director

# INVITATION TO BID (ITB)

CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

2014-191-SW

**BID ISSUANCE DATE: JUNE 26, 2014**

**BID DUE: JULY 18, 2014 @ 3:00 PM**

**ISSUED BY: STEVEN WILLIAMS**



**MIAMIBEACH**

**Steven Williams, Procurement Coordinator**

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x6650 | Fax: 786.373.4330 | [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

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**SECTION 0200      INSTRUCTIONS TO BIDDERS**
**1. GENERAL.**

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes **PublicPurchase** ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this ITB. **Failure to receive an addendum may result in disqualification of Bid submitted.**

**2. PURPOSE.**

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Interior and Exterior Painting and Waterproofing services for building facilities and bridges located within the City of Miami Beach (the "City") for the Department of Property Maintenance in accordance with the prescribed specifications and requirements. Interested vendors are invited to submit bids in response to this ITB.

**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITB Issued	June 26, 2014
Pre-Bid Meeting	July 2, 2014, at 11:00 a.m.
Deadline for Receipt of Questions	July 11, 2014
Responses Due	July 18, 2014, no later than 3:00p.m.
Tentative Commission Approval Authorizing Award	September Commission

**4. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov) ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date Bids are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

Procurement Contact:  
Steven Williams

Telephone:  
(305)673-7497

Email:  
[Stevenwilliams@miamibeachfl.gov](mailto:Stevenwilliams@miamibeachfl.gov)



**5. PRE-BID MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-bid meeting or site visit(s) may be scheduled.

A Pre-Bid conference will be held as scheduled in Solicitation Timeline above at the following address:

**City of Miami Beach  
City Hall - 4<sup>th</sup> Floor  
City Manager's Large Conference Room  
1700 Convention Center Drive  
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Bid Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

**6. PRE-BID INTERPRETATIONS.** Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-bid meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

**7. CONE OF SILENCE.** Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov).

**8. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373



- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

**9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE:** It is the responsibility of each Bidder, before submitting a Bid, to:

- Examine the solicitation thoroughly.
- Visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
- Study and carefully correlate Bidder's observations with the solicitation.
- Notify the Procurement Director of all conflicts, errors or discrepancies in the solicitation of which Bidder knows or reasonably should have known.
- The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**10. POSTPONEMENT OF DUE DATE FOR RECEIPT OF BIDS.** The City reserves the right to postpone the deadline for submittal of bids and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Bidders through *PublicPurchase*.

**11. PROTESTS.** Protests concerning the specifications, requirements, and/or terms; or protests after the bid due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. **Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.**

**12. MIAMI BEACH-BASED VENDORS PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3747, a preference will be given to a responsive and responsible Miami Beach-based vendor, who is within five percent (5%) of the lowest and best bidder, an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest bid for a competitively bid purchase, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach-based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.

**13. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or



contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

**14. CONTRACT PRICE.** Bid Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the solicitation.

**15. METHOD OF AWARD.** Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The ability, capacity and skill of the bidder to perform the Contract.**
- **Whether the bidder can perform the Contract within the time specified, without delay or interference.**
- **The character, integrity, reputation, judgment, experience and efficiency of the bidder.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.**

Qualified Contractor Pool: The City will endeavor to award projects pursuant to the specific unit prices awarded pursuant to the ITB. However, notwithstanding the foregoing, the City Manager may, in his sole discretion, also recommend one or more responsive, responsible bidders for award for the purpose of creating a pool of qualified contractors from which the City may seek quotes for specific projects in lieu of awarding project(s) in accordance with the specific items or unit prices awarded pursuant to this ITB. When utilizing the qualified contractor pool methodology, the City will endeavor to invite all contractors in the pool to submit project-specific pricing. The contractor offering the lowest overall project cost, as well as meeting other project and timeline requirements will be awarded the project through the release of a Purchase Order.

**16. MULTIPLE AWARD.** The City may award up to three vendors (primary, secondary, tertiary), as available, by line item, by group or in its entirety. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

**17. BINDING CONTRACT.** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. The City Commission's selection or approval of the City Manager's recommendation shall constitute a binding Contract between the City and the awarded bidder(s). The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted the by bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the

City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

**18. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**19. GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.

**20. ACCEPTANCE OR REJECTION OF BIDS.** The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one-hundred twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the Bid by the Mayor and City Commission.

**21. ALTERNATE RESPONSES MAY BE CONSIDERED.** The City may consider one (1) alternate response from the same Bidder for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

**22. AMERICAN WITH DISABILITIES ACT.** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

**23. ANTI-DISCRIMINATION.** The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**24. ASSIGNMENT.** The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**25. AUDIT RIGHTS AND RECORDS RETENTION.** The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other

pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

**26. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

**27. BILLING INSTRUCTIONS.** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.

**28. CANCELLATION.** In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the bidder.

**29. CITY'S RIGHT TO WAIVE OR REJECT BIDS.** The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.

**30. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS.** If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least seven (7) calendar days prior to the scheduled Bid opening date, a request for clarification.

Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in section 5.0, Acknowledgements/Affidavits. Failure to acknowledge Addendum may deem a bid non-responsive.

The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

Any questions or clarifications concerning the Bid shall be submitted in writing to the Department of Procurement Management (DPM), 1700 Convention Center Drive, Miami Beach, FL 33139 with a copy to the City Clerk.

**31. COLLUSION.** Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be

rejected. Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

**32. CONDITION AND PACKAGING.** Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**33. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**34. DELIVERY.** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 4:00 P.M.

**35. DELIVERY TIME.** Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

**36. DEMONSTRATION OF COMPETENCY.**

- A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.
- B. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.
- C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.
- D. the terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
- G. The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on



probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

**37. DISPUTES.** In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this Bid; then
- B. Addendum issued for this Bid, with the latest Addendum taking precedence; then
- C. The Bid; then
- D. The bidder's bid in response to the Bid.
- E. In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

**38. DEFAULT.** Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.

**39. EQUIVALENTS.** If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

The bidder shall indicate in the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION. THE CITY SHALL BE THE SOLE JUDGE OF EQUALITY AND ITS DECISION SHALL BE FINAL.**

Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

**40. ELIMINATION FROM CONSIDERATION.** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

**41. EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.



**42. ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

**43. EXCEPTIONS TO BID.** Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

**44. FACILITIES.** The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.

**45. FLORIDA PUBLIC RECORDS LAW.** Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**46. F.O.B. DESTINATION.** Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid.

**47. GRATUITIES.** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

**48. INDEMNIFICATION.** The successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be



incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**49. INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City. If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

**50. LAWS, PERMITS AND REGULATIONS.** The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

**51. LEGAL REQUIREMENTS.** The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

**52. LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

**53. MANNER OF PERFORMANCE.** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

**54. MISTAKES.** Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk and may result in the bid being non-responsive.

**55. MODIFICATION/WITHDRAWALS OF BIDS.** A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

**56. NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

**57. OPTIONAL CONTRACT USAGE.** When the successful bidder(s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**58. OSHA.** The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

**59. PATENTS & ROYALTIES.** The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**60. PAYMENT.** Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.

**61. PRICES QUOTED.** Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**62. PRODUCT INFORMATION.** Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

**63. REASONABLE ACCOMMODATION.** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Procurement Division.

**64. SAMPLES.** Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

**65. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

**66. SPOT MARKET PURCHASES.** It is the intent of the City to purchase the items specifically listed in this Bid from the successful bidder. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**67. SUBSTITUTIONS.** After award of contract, the City WILL NOT accept substitute shipments of any kind, without previous written approval. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

**68. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**69. TIE BIDS.** In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.

**70. TERMINATION FOR DEFAULT.** If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

**71. TERMINATION FOR CONVENIENCE OF CITY.** The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balance of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

**72. UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

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**SECTION 0300      BID SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. SEALED BIDS.** One original Bid Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, three (3) bound copies and one (1) electronic format (CD or USB format) are to be submitted, with the original submission or within two (2) days of request by the City. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidders Name, Bidder Return Address. Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. BID PROPOSAL.** The Bid Proposal is to include the following:

- **TAB 1 - Bid Tender Form (Appendix E).** The Bid Tender Form (Appendix E) shall be completed mechanically or, if manually, in ink. Bid Tender Price Forms (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Price Form (Appendix E) shall be initialed.
- **TAB 2 - Bid Certification, Questionnaire and Affidavits (Appendix A).**

**2. LATE BIDS.** Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

# APPENDIX "A"



MIAMI BEACH

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## Bid Certification, Questionnaire & Requirements Affidavit

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ITB-2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Solicitation No: ITB No. 2014-191	Solicitation Title: Citywide Painting (Interior And Exterior) And Waterproofing Services	
Procurement Contact: Steven Williams	Tel: 305-673-7497	Email: Stevenwilliams@miamibeachfl.gov

### BID CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		
No of Years in Business:		No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:		ZIP CODE:
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:		ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.



1. **Miami Beach Based (Local) Vendor.** Is Proposer claiming Miami Beach based firm status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. **Financial Capacity.** Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

**SUBMITTAL REQUIREMENT:** Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

**SUBMITTAL REQUIREMENT:** Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

8. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

9. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

10. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

11. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

12. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
 YES       NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
 YES       NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

13. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt	Initial to Confirm Receipt	Initial to Confirm Receipt
Addendum 1	Addendum 6	Addendum 11
Addendum 2	Addendum 7	Addendum 12
Addendum 3	Addendum 8	Addendum 13
Addendum 4	Addendum 9	Addendum 14
Addendum 5	Addendum 10	Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

## **DISCLOSURE AND DISCLAIMER SECTION**

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA                    )  
   )  
           County of \_\_\_\_\_)  
           of \_\_\_\_\_, a corporation, and that the instrument was signed in behalf of  
           the said corporation by authority of its board of directors and acknowledged said  
           instrument to be its voluntary act and deed. Before me:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally  
 appeared before me \_\_\_\_\_ who  
 stated that (s)he is the \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_.

## APPENDIX B



MIAMI BEACH

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# "No Bid" Form

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## ITB 2014-191 CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

**Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

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We do  do not  want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_

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Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**  
CITY OF MIAMI BEACH  
DEPT. OF PROCUREMENT MANAGEMENT  
ATTN: Steven Williams  
PROPOSAL #2014-191-SW  
1700 Convention Center Drive  
MIAMI BEACH, FL 33139

# APPENDIX C



MIAMI BEACH

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## Minimum Requirements & Specifications

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



**C1. Minimum Requirements.** The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Bidder must have a valid Painting license issued by Miami-Dade County.
2. Bidders must have regularly engaged in the business of providing the services as described in this Bid for a minimum of three (3) years.
3. Bidder shall submit at least three (3) references for whom the Bidder has completed work or is currently working on a project similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

**C2. Statement of Work Required.** The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide Painting (Interior And Exterior) And Waterproofing Services for building facilities and bridges located within the City of Miami Beach (the "City") for the Department of Property Maintenance in accordance with the prescribed specifications and requirements. The City desires to set a standard for quality materials and a cost associated with the aforementioned services City Wide. It is the intent of the City to have proper materials installed for the proper application with the proper preparation.

**C3. Specifications.** Contractor shall provide all labor, equipment, supplies, materials, cost of transportation and supervision necessary to perform the services requested in this ITB. In addition to any specifications or requirements contained in this ITB, all work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

### **C3.01 MATERIALS**

All bids shall be based on the materials specified for use on this project. Requests for material substitutions by the Contractor must be accompanied by documentation's from the manufacturer, stating that the substitute material is suitable use on this project and stamped by a local Florida Engineer. Actual test data must be submitted to insure the requested substitute material performs and meets the technical performance requirements of the specified material. Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

#### **Polyurethane Sealant Materials**

- A. Tuff Stuff (or approved equivalent). One part, non sag, 100% modulus polyurethane sealant meeting ASTM C719, capable of 550% Elongation per ASTM D412 and Tensile Strength of 175 psi. and physically and chemically acceptable for the intended used; colors to be selected by the City Representative from Manufacturers standard color selection.
- B. Primer; By same manufacturer as sealant; suitable for substrate and existing conditions; submit manufacturer's literature, spec. data, an recommendations (based upon adhesion tests) to the City Representative for approval.

- C. Joint Backing/Bond Breaker:
  - 1. Backer Rod: Closed - Cell polyethylene foam: size to fit application.
  - 2. Bond Breaker Tape: Adhesive-backed polyethylene tape; size to fit application.
- D. Plastic Weep Tubes with Screens: Suitable for joint size and application; compatible with polyurethane sealant; submit sample to the City Representative for approval.

### **Masonry Materials**

- A. Mortar for Masonry Repointing/Repairs: ASTM C-270, latest edition, Type N; mortar may utilize either premixed masonry cement with lime, or Portland cement with hydrated lime, and sand with a 1:1:6 proportions; compressive strength of mortar must be in accordance with ASTM C-270, but under no circumstances harder than the masonry units or original mortar. The Contractor is required to match the strength, texture, and color of existing mortar as closely as possible, and undertake all testing and analysis of existing mortar as part of this Contract. Submit all test analysis and data and submit a sample of mortar(s) to be used on this project for approval the City Representative, with documentation of specifications, properties, and proportions.
- B. Premixed masonry cement: Custom Masonry Cement Type N (or approved equivalent) as approved by the City Representative; color to match existing, as approved by the City Representative.
- C. Lime: ASTM C-207, Type S, hydrated lime for masonry purposes.
- D. Cement: Non-staining white cement; ASTM C-150, Type II, with no more than 0.60% alkali, nor more than 0.15% water-soluble alkali.
- E. Sand: ASTM C-144 ; match color, size, and texture of existing sand as closely as possible.
- F. Water: Potable and free of deleterious amounts of acids, alkalis, and other materials.
- G. Replacement Brick Units: Match existing in size, color, texture and compressive strength as closely as possible; submit replacement brick units for approval by the City Representative, with manufacturing and test data, and specifications.
- H. Cleaning Product for Brick Masonry: Cleaner suitable for cleaning brick masonry. Submit product data sheet for approval by the City Representative. Sample areas of masonry cleaning will be required. All cleaning products must be approved before use.
- I. Brick mortar joints shall be installed, allowed to cure and then inspected by the City Representative. An approval on the color and texture match shall be given by City Representative prior to proceeding with the entire building or structure.

- J. Seal-A-Pore (or approved equivalent) . Solvent based silicone solution designed to damp proof above ground masonry surfaces. Sealer is a transparent, colorless or amber thin liquid. 10% Typical Resin Solids, Density of 6.7lb/ gal at 77 Degrees F. Sealer must be installed in an immediate 2 coats within 5 minutes of each other.

#### **Stucco/ CMU (Concrete Masonry Unit) Block Waterproof Materials**

- A. Emulsified Acrylic Coating: Tuff-Coat (or approved equivalent) for damp proofing and beautifying all types of exterior and interior masonry surfaces such as concrete, brick work, stucco and exterior insulation finishing systems. Tuff-Coat (or approved equivalent) has the following physical properties: Tensile Strength: 160 psi (ASTM D-2370), Elongation: 585% (ASTM D-2370), Water Vapor Permeability @ 10 mils: 20 Perms (ASTM D-1653), Solids by Volume: 47.4%
- B. Urethane Sealant: Tuff-Coat (or approved equivalent) single-component polyurethane sealant for joints and cracks in masonry surfaces.
- C. Cement-based patching compound: Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching material designed to patch concrete surfaces where quick permanent repairs are desired.
- D. Epoxy-based patching compound: Fill-Loc (or approved equivalent) is a two-component, VOC compliant, 100% solids epoxy patching product designed to make repairs to small surface imperfections prior to applying a thin coating.
- E. Epoxy-based primer: Uni-Prime is a water based, two-component, VOC compliant, epoxy primer design to prep general surfaces to be coated.
- F. Polyester Tape: Dura-Walk Polyester Tape is a fusion bonded fabric polyester designed to be a reinforcement fabric over cracks or joints.
- G. Misc. Accessories: All items incorporated into this system shall be compatible with and approved by coating manufacturer.

NOTE: Allow additional material for rough or irregular surfaces and up to 5% for material loss during application.

#### **Brick / Masonry Sealant Material**

- A. Seal-A-Pore (or approved equivalent). Solvent based silicone solution designed to damp proof above ground masonry surfaces. Sealer is a transparent, colorless or amber thin liquid. 10% Typical Resin Solids, Density of 6.7lb/ gal at 77 Degrees F. Sealer must be installed in an immediate 2 coats within 5 minutes of each other.

### **Stucco/ CMU (Concrete Masonry Unit) Block Repair Materials**

- A. Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching material designed to patch concrete surfaces where quick and permanent repairs are needed. Flexural strength 3x4x16" at 550psi, compressive strength of 1hour = 200psi and 28 days = 8,500 psi. Repair materials shall be used to repair / replace large areas of Stucco or CMU Block. The repair materials shall be as the original manufacturer used on this building. A close match shall be achieved. A small area shall be done on the window panels and other areas, allowed to cure then inspected and approved before proceeding.
- B. Fill-Loc Crack Repair (or approved equivalent) a two component, 100% epoxy concrete patching material for vertical and horizontal surface imperfections. Flexural strength per ASTM D790 of 8,045 psi, tensile strength of ASTM D638 of 5,600 psi, Compressive strength of ASTM D638 of 7,410 psi.

### **Lintel Restoration Materials**

- A. Lintel materials shall be zinc oxide primer, then exterior, metal rust inhibitive paint.

### **Column Restoration Materials**

- A. See section 2.04 and 2.06 Column restoration coating shall be equivalent to those sections and color to match the approved color by the City.

### **Metal/ Wood Restoration Materials**

- A. Metals:
  - 1. Unprimed Ferrous Metal Surfaces: Prime with one coat metal primer, (or approved equivalent) Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 2. Shop-Primed Ferrous Metal Surfaces: Touch-up with metal primer 33-010 (or approved equivalent), or Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 3. Galvanized Surfaces: Prime with one coat Rust Go Galvanized Metal Primer, Red, 33-100.
  - 4. Mill-Finished Aluminum Surfaces: Prime with one coat metal primer 33-010 (or approved equivalent), or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 5. Copper: Prime with one coat Alkyd White Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.

6. Stainless Steel: Prime with one coat two-component vinyl wash etching primer, as recommended by finish coating manufacturer, followed by one coat Alkyd White Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  7. Rust Go Top Coat Gloss (or approved equivalent), Alkyd-Urethane: Two coats Gloss Enamel, Urethane Modified, 12-Series.
- B. Wood Siding, Rough Textured - Opaque Finish:
1. Primer: One coat, type as recommended by finish coating manufacturer for substrate.
  2. Flat: One coat 100% Acrylic Exterior High Build Flat, Tintable White, 16-302; applied at 16-23 mils wet.
- C. Wood, Unless Otherwise Indicated - Opaque Paint Finish:
1. Primer: Minimum one coat Exterior Wood Primer Alkyd/Oil Formula; color 08-023 White or 08-005 Deep Base, and/or paint to cover as recommended by finish coating manufacturer for colors of finish coats.
  2. Satin: Minimum and/or paint to cover two (2) coats Exterior Acrylic Satin House Paint, 11-Series.
  3. Semi-Gloss: Minimum and/or paint to cover two (2) coats Exterior Acrylic Semi-Gloss House Paint, 03-3x Series.
  4. Gloss: Minimum and/or paint to cover two (2) coats House & Trim Exterior Alkyd/Oil Gloss, 10-Series.

#### **Interior Paint Materials**

- A. Drywall/ Wood/ Interior Metal Finishes:
1. UNI-Latex (or approved equivalent) is a premium interior latex flat coating with excellent hiding and superior wash ability. Can be used on primed metal and non-bleeding types of wood.
  2. Where to Use: Interior walls, ceilings and primed woodwork/ metal. Drywall, plaster, painted wood, brick, masonry, concrete or cinder block, primed metal and composition board.
  3. Total Solids by Volume 37%, pigment by weight 40%, Total Solids by weight 54%
- B. Alternate Enamel 100% Acrylic Low Odor Paint:
1. Scrub-Master Enamel 100% Acrylic Low Odor Paint (or approved equivalent) – Interior Low Sheen Enamel by UCI (or approved equivalent) is an interior paint for interior surfaces that is quick drying low odor and low VOC and is excellent for hiding and providing wash-ability.

2. Where to Use: Interior walls, ceilings and primed woodwork/ metal. Drywall, plaster, painted wood, brick, masonry, concrete or cinder block, primed metal and composition board.
3. Total Solids by Volume 34%, pigment by weight 31%, Total Solids by weight 49%

### **C3.02 PREP WORK**

Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards. For each service type the following Standard Procedures must be followed when doing Prep Work.

#### **A. Sealant Replacement**

1. Remove existing sealant and clean all surfaces to receive new sealant. Verify that the existing surfaces along the joints are clean, dry, frost-free, secured and properly prepared. Depending upon the substrate, or presence of dust, loose concrete or laitance, waterproofing, etc., the joint surface may require a thorough wire brushing, grinding, solvent cleaning, and/or priming. All surfaces must be properly prepared in strict accordance with the Manufacturer's specifications, and to the satisfaction of the City Representative.
2. Properly mask adjoining surfaces to prevent contact of primer/sealant with surfaces that could be permanently stained or damaged by such contact, or by cleaning methods required to remove primer/sealant smears.
3. Install new backer rod to provide support of sealant during application, and at a position required to produce the cross-sectional shapes and depths relative to joint widths, which allow optimum sealant movement. Do not leave gaps between ends of backer rod. Do not stretch, twist, puncture, or tear backer rod. Immediately remove backer rod which has become wet prior to sealant application, and replace with dry materials.
4. Where backer rod cannot be used, install bond breaker tape in between sealant and back of joint, to prevent third-side adhesion.
5. Prime joint substrates as recommended by the Manufacturer, based upon adhesion tests performed specifically for the substrate. Apply primer in strict compliance with Manufacturer's recommendations. Take care to confine primer to areas of joint sealer bond, and do not spillage or migration onto adjoining surfaces.
6. Ensure that all weep holes in the window frames are left exposed and effective. Any weep holes found to be clogged will be cleaned as necessary to allow for proper expulsion of moisture from within the window frame systems.
7. Install sealant by the proven techniques that result in sealant directly contacting and fully wetting joint substrates, completely filling each joint configuration. Provide uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

8. Application nozzle should be kept in the sealant and moved in a continuous motion (to provide a steady flow of sealant preceding the nozzle) in order to avoid air entrapment. Overlapping of sealant shall also be avoided, to eliminate the entrapment of air.
9. Immediately after sealant application and prior to skinning and curing, properly tool sealant to form a smooth, uniform bead, to eliminate air pockets and ensure proper contact and adhesion of sealant with sides of the joint. Tooling agents which discolor sealants or adjacent surfaces shall not be utilized.

**B. Metal/ Wood Surfaces**

1. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
2. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
3. Mildew, Algae, and Fungus: Remove using materials and methods recommended by coating manufacturer.
4. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
5. Remove or protect hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings which are adjacent to surfaces to receive coatings.
6. Disconnect equipment adjacent to surfaces indicated to receive coatings.
7. Move equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
8. Protect surfaces not indicated to receive coatings which are adjacent to surfaces indicated to receive coatings.
9. Do not allow coatings on surfaces not indicated to receive them.
10. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer, and as follows:
11. Existing Coatings:
  - A. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.

- B. If presence of lead in existing coatings is suspected, cease surface preparation of existing coating and notify Architect immediately.
12. Ferrous Metals, Unprimed: Remove rust or scale, if present, by wire brush cleaning, power tool cleaning, or sandblast cleaning; remove grease, oil, and other contaminants which could impair coating performance or appearance by solvent cleaning, with phosphoric-acid solution cleaning of welds, bolts and nuts; spot-prime repaired welds with specified primer.
  13. Ferrous Metals, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.
  14. Galvanized Steel: Wipe down surfaces using clean, lint-free cloths saturated with mineral spirits or lacquer thinner; wipe dry using clean, lint-free cloths.
  15. Stainless Steel: Clean surfaces by pressurized steam, pressurized water, or solvent washing.
  16. Wood:
    1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
    2. Apply primer coat to back of wood trim and paneling.
  17. Polyvinyl Chloride (PVC) Pipe: Remove ink markings by wiping down with clean-lint-free cloths saturated denatured alcohol.

### **C3.03 PROTECTION AND CLEAN UP**

For each service type the following Standard Procedures must be followed when providing service.

#### **A. Protection and Preparation:**

1. Protect all areas surrounding working space from excessive debris. In addition, protect all areas above, below, and adjacent to the work area from the migration all contaminants.
2. Conduct an inspection of the work areas prior to the commencement of work, and notifying the City Representative, in writing, of any observed existing damage to mechanical, plumbing, electrical, windows, screens, metal coping, or other systems which may be affected by the work.

#### **B. Clean Up**

1. Clean all areas around where work was performed. Clean windows, ground and any trim on building or structure.



2. It is recommended that photographs be taken by the contractor of any damaged sidewalks, asphalt pavement or exterior building or landscape damage prior to start of any work. The contractor will be responsible for the replacement or repair of any damage to the exterior of the building, landscaping, concrete sidewalks or asphalt paved parking surfaces. The entire building and grounds will be inspected by the City Representative and any damage shall be made good to the City without discussion.

### **C3.04 SERVICES**

Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

#### **ITEM #1: PRESSURE WASHING**

- A. All plants, shrubbery and other building or structure decorations shall be protected at all times and not damaged during the cleaning process.
- B. Tri-sodium phosphate, simple green, denatured alcohol or a mild soap solution shall be used in the cleaning process depending on manufactures recommendations.
- C. Wire brush all metal to remove surface rust and repair rusted areas before pressure cleaning.
- D. Four Thousand (4000) psi water blaster with a 0 degree oscillating tip shall be used.
- E. Tampico brushes (or approved equivalent) shall be used.
- F. All surfaces to be cleaned will be pre-wet then the solution applied and allowed to set 3 to 5 minutes before rinsing.
- G. The wand end shall be held no closer than two 2' from the building or structure to avoid damage to mortar joints.
- H. All exterior surfaces shall be cleaned in this manner on the entire building or structure.
- I. On areas of heavy staining a second wash shall be required to insure all debris is removed prior to the waterproofing application.
- J. Efflorescence treatment shall be applied to remove any excess efflorescence.

#### **ITEM #2: SAND BLASTING**

- A. Surface Cleaning: Prepare the surface to be free of foreign material in reference to sand or gravel, lack of binder.
- B. Sand blasting: Prepare surface by sand blasting, a system of cutting or abrading a surface such as concrete by a stream of sand ejected from a nozzle at high speed by compressed air; often used for cleanup of horizontal construction joints or for architectural exposure of aggregate."

**ITEM #3: STRIPPING**

- A. Stripping: Removal of rust, existing coatings or thin layers of pay material by mechanical or chemical means. Shot blasting, sand blasting or stripping by chemicals must be self-contained, have proper pedestrian safety and fully cleaned up work area after procedure each day. Completely remove old finish to substrate before applying new coating systems.
- B. Stripping shall include removal of any surface rust or rust build up to properly prepare for coating. Any surface rust must be properly treated, and rusted through areas must be properly repaired and patched.

**ITEM #4: STONE REPAIR, TUCKPOINTING, JOINT SEALANT REPLACEMENT CLEAN AND SEAL:**

Clean all exterior surfaces, tuck point all defective masonry joints, repair damaged brick, coat all brick surfaces with the specified clear, penetrating silicone sealant.

- A. Cut or rake out cracked / deteriorated mortar joints (as approved by the City Representative) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away / remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.
- B. Verify that all joints to be repointed are clean and properly prepared.
- C. Replace and / or repair cracked, broken, and spalled brick masonry units as necessary, and as approved by the City Representative.
- D. Carefully proportion mortar, and pre hydrate all tuck pointing mortar. To pre hydrate mortar, thoroughly mix all ingredients dry, then mix again, adding only enough water to produce a damp mix which will retain its form when pressed into a ball. After keeping mortar in this dampened condition for one to two hours, add sufficient water to bring it to proper consistency.
- E. Repoint and build in new mortar joints following the best possible practices and techniques, as established by the Brick Institute of America. New joint work to match and align with existing, with joints coursing true and level, with faces plumb and in line. Dampen joints just prior to tuck pointing. Apply pre hydrated mortar in thin layers until joints are completely filled. Tool joints to a smooth, flush, watertight finish. Remove excess mortar from masonry face, hand clean with light soap solution and fiber brushes, and rinse immediately with a clean water wash. All masonry repainting/repair work must be fully-cured and approved by the City Representative.

**ITEM #5: EXTERIOR WINDOW JOINTS & CONTROL JOINTS:** Remove all deteriorated caulking, grind out joints, clean, prime all contact joints, install new closed cell backer rod / bond breaker tape as needed, and install new specified modified urethane sealants on all Control and Window joints.

- A. Cut or rake out cracked / deteriorated mortar joints (as approved by the City Representative) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away / remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.

- B. Verify that all joints to be repointed are clean and properly prepared.
- C. Replace and / or repair cracked, broken, and spalled brick masonry units as necessary, and as approved by the City Representative.
- D. Carefully proportion mortar, and pre hydrate all tuck pointing mortar. To pre hydrate mortar, thoroughly mix all ingredients dry, then mix again, adding only enough water to produce a damp mix which will retain its form when pressed into a ball. After keeping mortar in this dampened condition for one to two hours, add sufficient water to bring it to proper consistency.
- E. Repoint and build in new mortar joints following the best possible practices and techniques, as established by the Brick Institute of America. New joint work to match and align with existing, with joints coursing true and level, with faces plumb and in line. Dampen joints just prior to tuck pointing. Apply pre hydrated mortar in thin layers until joints are completely filled. Tool joints to a smooth, flush, watertight finish. Remove excess mortar from masonry face, hand clean with light soap solution and fiber brushes, and rinse immediately with a clean water wash. All masonry repointing / repair work must be fully-cured and approved by the City Representative.

**ITEM #6: EXTERIOR STUCCO/ CONCRETE RESTORATION AND WATERPROOFING:** Clean all exterior stucco/ vertical concrete surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

**6.01 EXTERIOR STUCCO/BRICK MASONRY CLEANING**

Clean exposed brick masonry surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the masonry. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must be submitted and approved by the City Representative, and used in strict accordance with the Manufacturer's specifications protecting adjacent materials.

**6.02 WATERPROOFING/ PAINTING APPLICATION**

Includes the Stucco, CMU Block, Columns and any other elastomeric coating areas.

- A. Remove all rust, dirt, debris, loose and non-bonded coatings, and all other deleterious materials from all surfaces to be painted. All areas are to be clean prior to coating.
- B. Apply approved primer to all surfaces to be painted and allow ample drying (curing) time, as recommended by the Manufacturer.
- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance.

#### 6.03 WATER REPELLENT / TREATMENT FOR BRICK/STUCCO

- A. Once all repairs, replacement, cleaning, etc. have been performed, apply specified water repellent using a low pressure garden spray technique. Apply at a rate sufficient to create a 3 to 5 inch run down to insure the substrate is saturated.
- B. Allow sufficient drying (curing) time per manufacturer's specification.
- C. Perform water tests in random areas to insure repellent has been applied properly and a sufficient amount has been applied.

**ITEM #7: EXTERIOR LINTELS – PREPARE AND RESTORE:** Clean all exterior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### LENTIL PREPARATION AND RESTORATION

- A. All lintels shall be cleaned, grinded and sanded to remove all rust and debris.
- B. Prime all lintels with zinc oxide primer.
- C. Coat all lintels with elastomeric exterior metal coating.

**ITEM #8: EXTERIOR COLUMNS – PREPARE AND RESTORE:** Clean all exterior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### COLUMN TREATMENT

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary.
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all columns with acrylic exterior coating as specified.

**ITEM #9: EXTERIOR VERTICAL STUCCO / CMU SURFACE PAINTING/ WATERPROOFING:** Clean all exterior, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### 9.01 EXTERIOR STUCCO/BRICK MASONRY CLEANING

Clean exposed brick masonry surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the masonry. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must be submitted and approved by the City Representative, and used in strict accordance with the Manufacturer's specifications protecting adjacent materials.

### 9.02 WATERPROOFING/ PAINTING APPLICATION

Includes the Stucco, CMU Block, Columns and any other elastomeric coating areas.

- A. Remove all rust, dirt, debris, loose and non-bonded coatings, and all other deleterious materials from all surfaces to be painted. All areas are to be clean prior to coating.
- B. Apply approved primer to all surfaces to be painted and allow ample drying (curing) time, as recommended by the Manufacturer.
- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance.

### 9.03 WATER REPELLENT / TREATMENT FOR BRICK/STUCCO

- A. Once all repairs, replacement, cleaning, etc. have been performed, apply specified water repellent using a low pressure garden spray technique. Apply at a rate sufficient to create a 3 to 5 inch run down to insure the substrate is saturated.
- B. Allow sufficient drying (curing) time per manufacturer's specification.
- C. Perform water tests in random areas to insure repellent has been applied properly and a sufficient amount has been applied.

**ITEM #10: EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES:** Clean all exterior, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### SURFACE TREATMENT & COATING

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary. Stripping as per specifications must be done prior
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with enamel exterior coating for metal as specified.

**ITEM #11: EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES:** Clean all exterior stucco and concrete, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### SURFACE TREATMENT & COATING

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary. Stripping as per specifications must be done prior
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with acrylic exterior coating for metal as specified.

**ITEM #12: INTERIOR PAINTING SURFACES:** Clean all interior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a premium interior paint color to match the building colors as selected by the City.

**SURFACE TREATMENT & COATING**

- A. Clean and repair all interior surfaces properly per specifications.
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with acrylic interior coating for metal as specified.

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## APPENDIX D



MIAMI BEACH

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# Special Conditions

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The Contract shall commence upon the date of notice of award and shall be effective for three (3) years.

2. **OPTIONS TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.

3. **PRICES SHALL BE FIXED AND FIRM:** All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.

**3.1 COST ESCALATION.** Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider prices increases not to increase the applicable Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated Living Wage increases. In considering cost escalation due to Living Wage increases, the City will only consider the direct costs related to Living Wage increases, exclusive of overhead, profit or any other related cost.

4. **EXAMINATION OF FACILITIES.** INTENTIONALLY OMMITTED.

5. **PERFORMANCE BOND.** INTENTIONALLY OMMITTED.

6. **REQUIRED CERTIFICATIONS.** A Miami-Dade County Painter's license. Certification from manufacturer. Current licenses should be provided with bid, and no personnel shall service City facilities without said licenses.

7. **SHIPPING TERMS.** F.O.B. DESTINATION

8. **PAYMENT TERMS.** NET 30

9. **DELIVERY REQUIREMENTS.** INTENTIONALLY OMMITTED.

10. **WARRANTY REQUIREMENTS.** The Contractor shall guarantee all the work furnished under the award for a period of one (1) full year from the date of installation. Under this guarantee, the Contractor agrees to make good without delay, at his/her own expense, any failure of any part of the work due to faulty materials or manufacture, or the failure of any equipment furnished to perform satisfactorily all the work within the limits of the Award. He/she shall also make good any damage caused by such failure. Any such repair work shall receive a similar guarantee for a similar period of time. This guarantee shall be exclusive of manufacturer's guarantees or warranties exceeding this period. Please also see Sec. 0200, Instructions to Bidders, Sec. 31, Condition and Packaging.

11. **BACKGROUND CHECKS.** INTENTIONALLY OMMITTED.

12. **MANUFACTURER PRICE LISTS:** Bidder shall state, on the Bid Price Form, the mark-up against its invoice pricing that bidder will apply to equipment pumps, motors, filters, filter cartridges, replacement sand for sand filters, impellers, display jets, timers, gauges, etc. inclusive of any parts and supplies required under the scope of this ITB. With each payment application or invoice, bidder shall submit documentation verifying the referenced invoice pricing for parts and supplies.



# APPENDIX E



# MIAMI BEACH

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## Bid Tender Form

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**APPENDIX E  
BID TENDER FORM**

**Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. **Bid Tender Forms completed in pencil shall be deemed non-responsive.** All corrections on the Bid Tender Form shall be initialed.

Price per square foot (SF) includes all materials (Appendix C. Sec. 3.01), prep work (Appendix C. Sec. C3.02), equipment and labor necessary for the completion of the work described in the "Services" per the specifications.(Please refer to Appendix C, Sec. C3.05 Services for detailed item descriptions.)

Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF)			
			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER
<b>SERVICES</b>						
1	PRESSURE WASHING		N/A	N/A	N/A	N/A
2	SAND BLASTING		N/A	N/A	N/A	N/A
3	STRIPPING		N/A	N/A	N/A	N/A
4	STONE REPAIR, TUCKPOINTING, JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A				
5	EXTERIOR WINDOW JOINTS & CONTROL JOINTS	N/A				
6	EXTERIOR STUCCO/ CONCRETE RESTORATION AND WATERPROOFING	N/A				
7	EXTERIOR LINTELS – PREPARE AND RESTORE	N/A				
8	EXTERIOR COLUMNS – PREPARE AND RESTORE	N/A				
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A				
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A				
11	EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES	N/A				
12	INTERIOR PAINTING SURFACES	N/A				

<b>Bidder's Affirmation</b>	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

# APPENDIX F



MIAMI BEACH

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## Insurance Requirements

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



# MIAMI BEACH

## INSURANCE REQUIREMENTS GENERAL SERVICE AND MAINTENANCE CONTRACT

The vendor shall furnish to the Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, to include Contractual Liability, and Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be included as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

**The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**

# **ATTACHMENTS**

**C**



115 Glastonbury Boulevard, Suite 5, Glastonbury, CT 06033-4401  
Toll Free: (800) 394-7806 • Fax: 888-244-3981 • capitolindemnity.com

Capitol  
Indemnity  
Corporation

Capitol  
Specialty  
Insurance  
Corporation

Platte River  
Insurance  
Company

July 30, 2014

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

RE: BONDING CAPACITY

Dear Sir:

Roof Painting by Hartzell is a highly regarded and valued client of Capitol Indemnity Corporation (CIC). CIC will provide bonding support to Roof Painting by Hartzell for jobs up to \$1,000,000 single within a total aggregate of \$3,000,000. CIC is an A rated and Treasury Listed surety company.

In accordance with our normal practice, CIC's willingness to extend suretyship will be based on our underwriting of the account at the time bonds are requested. It is further understood that CIC will maintain the absolute discretion as it pertains to the release of any bonds.

In addition, we would expect that the execution of any final bonds would be subject to a review of the contract documents by Roof Painting by Hartzell and CIC, as well as satisfactory evidence of financing for the project.

If we can provide any further assurances or assistance, please feel free to contact me at your convenience at 410-876-9610.

Best regards,

Karen Pecora-Barbour  
Attorney-in-Fact

Property  
Casualty  
Surplus Lines  
Surety

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

60103881

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

KAREN PECORA-BARBOUR; DEBRA NASH; STACEY L. NASH; CHRISTOPHER R. SMITH; BETH A. WOODRING

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties equal to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimates to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

*Richard W. Allen III*

Richard W. Allen III  
President  
Surety & Fidelity Operations



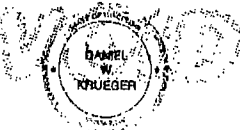
CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30<sup>th</sup> day of July, 2014.



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. CIC POA (Rev. 11-13)

# APPENDIX "A"



MIAMI BEACH

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## Bid Certification, Questionnaire & Requirements Affidavit

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ITB-2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



Solicitation No: ITB No. 2014-191	Solicitation Title: Citywide Painting (Interior And Exterior) And Waterproofing Services	
Procurement Contact: Steven Williams	Tel: 305-673-7497	Email: Stevenwilliams@miamibeachfl.gov

### BID CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME: <i>Roof Painting By</i>	
No of Years in Business: <i>65+</i>	No of Years in Business Locally: <i>65+</i>
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: <i>Hartzell Painting</i>	
FIRM PRIMARY ADDRESS (HEADQUARTERS): <i>2301 NW 33<sup>rd</sup> Court STE 112</i>	
CITY: <i>Pompano Beach</i>	
STATE: <i>FL</i>	ZIP CODE: <i>33069</i>
TELEPHONE NO.: <i>954-957-9761</i>	
TOLL FREE NO.:	
FAX NO.: <i>954-957-9766</i>	
FIRM LOCAL ADDRESS: <i>2301 NW 33<sup>rd</sup> Court STE 112</i>	
CITY: <i>Pompano Beach</i>	
STATE: <i>FL</i>	ZIP CODE: <i>33069</i>
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: <i>Mike Goodwin</i>	
ACCOUNT REP TELEPHONE NO.: <i>954-658-0515</i>	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL: <i>Mgoodwin@myHartzell-Com</i>	
FEDERAL TAX IDENTIFICATION NO.: <i>59-1144111</i>	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

**Hartzell**  
**2301 N.W. 33<sup>rd</sup> Court, Suite 12**  
**Pompano Beach, FL 33069**

**City Reference List**

**City of Boca Raton:**

Wayne Anderson – Municipal Services Supervisor – 561- 416-3391 [wanderson@myboca.us](mailto:wanderson@myboca.us)  
Kevin Beckman – Sugar Sand Athletic Director – 561-347-3908 [kbeckman@myboca.us](mailto:kbeckman@myboca.us)  
Chrissy Biaggiotti- Mizner Amphitheater – 561- 239-4222 [cbiaggiotti@myboca.us](mailto:cbiaggiotti@myboca.us)  
• Gary Gloris – Construction Manager – 561- 393-7846 [ggloris@myboca.us](mailto:ggloris@myboca.us)  
Greg Kuller – Facility Maintenance Supervisor – 561-239-0383 [gkuller@myboca.us](mailto:gkuller@myboca.us)  
Drew Leganik – Supervisor Parks District – 561-393-7840 [dleganik@myboca.us](mailto:dleganik@myboca.us)  
Diane Lopresti – Purchasing Agent – 561- 393-7869 [dlopresti@boca-raton.fl.us](mailto:dlopresti@boca-raton.fl.us)  
• Ramy Maharaj – Utilities Supervisor -561- 239-4369 [rmaharaj@myboca.us](mailto:rmaharaj@myboca.us)  
Grant McGosh – Ocean Rescue Supervisor – 561- 393-7842 [gmcgosh@myboca.us](mailto:gmcgosh@myboca.us)  
Davis Palmer – Utilities Supervisor – 561- 338-7321 [dpalmer@myboca.us](mailto:dpalmer@myboca.us)  
Buddy Parks – Parks Department Supervisor- 561-239-0217 [bparks@myboca.us](mailto:bparks@myboca.us)  
John Reilly – Transportation Supervisor – 561-416-3374 [jreilly@boca-raton.fl.us](mailto:jreilly@boca-raton.fl.us)  
Greg Stevens – Superintendent of Parks – 561- 393-7859 [gstevens@myboca.us](mailto:gstevens@myboca.us)  
Susan Taylor – Racquet Club Supervisor -561- 395-0128 [staylor@myboca.us](mailto:staylor@myboca.us)  
Jim Thomas – Recreation Supervisor – 561-367-7001 [jthomas@myboca.us](mailto:jthomas@myboca.us)  
Fernando Villalobos- Purchasing Agent- 561-393-7875 [fvillalobos@myboca.us](mailto:fvillalobos@myboca.us)

*City of Boca Raton*

**City of Delray Beach:**

Assistant Chief Ackerman – Fire Department – 561-243-7487 [ackerman@mydelraybeach.com](mailto:ackerman@mydelraybeach.com)  
Clayton Gilbert- Public Works – 561-243-7339 [gilbert@mydelraybeach.com](mailto:gilbert@mydelraybeach.com)  
Tom Kwiatek – Recreation Supervisor – 561- 243-7255 [kwiatek@mydelraybeach.com](mailto:kwiatek@mydelraybeach.com)  
Ben Moses – Engineering Inspector – 561- 441-0711 [moses@mydelraybeach.com](mailto:moses@mydelraybeach.com)  
Patsy Nadel- Purchasing- 561-243-7161 [nadal@mydelraybeach.com](mailto:nadal@mydelraybeach.com)  
Jacklyn Rooney – Purchasing Manager – 561-243-7193 [rooney@mydelraybeach.com](mailto:rooney@mydelraybeach.com)  
Tim Simmons – Superintendent of Parks – 561- 243-7258 [simmons@mydelraybeach.com](mailto:simmons@mydelraybeach.com)  
Milton Willingham – Utilities Supervisor – 561-243-7307 [willingham@mydelraybeach.com](mailto:willingham@mydelraybeach.com)

*Delray Beach*

**City of Boynton Beach:**

Art Brode – Crew Supervisor – 561- 742-6585 [BrodeA@bbfl.us](mailto:BrodeA@bbfl.us)  
Glenda Hall – Grounds Manager – 561-742-6228 [HallG@bbfl.us](mailto:HallG@bbfl.us)  
James Hart – Utility Field Supervisor – 561-742-6422 [HartJ@bbfl.us](mailto:HartJ@bbfl.us)  
Paula Leblanc – Facilities Management Supervisor – 561- 742-6205 [Leblanc@bbfl.us](mailto:Leblanc@bbfl.us)  
• Melvin Pinkley – Utility Supervisor- 561-386-0644 [PinkneyM@bbfl.us](mailto:PinkneyM@bbfl.us)  
Christine Roberts – Asst Public Works Director – 561- 742-6203 [RobertsC@bbfl.us](mailto:RobertsC@bbfl.us)  
Sharon Vicki – Civic Center Manager [VickiS@bbfl.us](mailto:VickiS@bbfl.us)

**City of Miramar**

Angelica Bueno – Public Works Supervisor – 954-268-5051 [aibueno@ci.miramar.fl.us](mailto:aibueno@ci.miramar.fl.us)  
Kirk Garcia- Public Works Supervisor – 954-802-5368 [Kfhobson-garcia@ci.miramar.fl.us](mailto:Kfhobson-garcia@ci.miramar.fl.us)  
Gene Pennetti- Utility Supervisor-954-548-0375 [gpennetti@ci.miramar.fl.us](mailto:gpennetti@ci.miramar.fl.us)

**Page 2**

**Town of Jupiter**

John Gaddis- Utility Water -561-262-6270 [jgaddis@jupiter.fl.us](mailto:jgaddis@jupiter.fl.us)  
-Chris McKensie- Utility Supervisor- 561-262-6812 [chrism@jupiter.fl.us](mailto:chrism@jupiter.fl.us)  
-Ray Snedeker – Former Utility Maintenance Supervisor – 561-746-1347 [rsnedeker@jupiter.fl.us](mailto:rsnedeker@jupiter.fl.us)

**City of West Palm Beach**

- Frank Fusiek – Grassy Waters Superintendent -561-644-7316 [ffusiek@wpb.org](mailto:ffusiek@wpb.org)  
Jeff Halverson- Public Works -561-494-1040 [jhalverson@wpb.org](mailto:jhalverson@wpb.org)  
Rolando Nigaglioni- Utility Superintendent – 561-835-7400 [rnigaglioni@wpb.org](mailto:rnigaglioni@wpb.org)  
- Daniel Robierge- Utility Supervisor- 561-835-7420 [drobierge@wpb.org](mailto:drobierge@wpb.org)

**Town of Lantana**

Mike Greenstein- Director of Operations 561-540-5766 [mgreenstein@lantana.org](mailto:mgreenstein@lantana.org)  
Jerry Darr - Utilities Director 561-540-5750 [jdarr@lantana.org](mailto:jdarr@lantana.org)  
Larry Mccollum –Projects Cordinator 561-662-2291 [lmccollum@lantana.org](mailto:lmccollum@lantana.org)

**Town of Greenacres**

Linda DiPaolo 561-642-2110 [ldipaolo@ci.greenacres.fl.us](mailto:ldipaolo@ci.greenacres.fl.us)

**City of Tamarac**

Robert Chalton Plant Lead Operator 954-597-3784 [robertc@tamarac.org](mailto:robertc@tamarac.org)  
Bill Lewis 954-597-3723 [billl@tamarac.org](mailto:billl@tamarac.org)  
Jim Nicotra- Senior Procurement Specialist- 954-597-3570 [jimn@tamarac.org](mailto:jimn@tamarac.org)

**Main Fax Number (954) 957-9766    Main Phone Number (954) 957-9762**  
**WSS Fax Number (561) 482-9078**  
**WSS Cell Phone Number (561) 239-4711**

1. **Miami Beach Based (Local) Vendor.** Is Proposer claiming Miami Beach based firm status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

- \*4. **Financial Capacity.** Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

**Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.**

**SUBMITTAL REQUIREMENT:** Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

**SUBMITTAL REQUIREMENT:** Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

8. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

9. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

10. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

11. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

12. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
 YES       NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
 YES       NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sick Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Medical Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

13. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
<i>M.C.</i>	Addendum 1		Addendum 6		Addendum 11
<i>M.C.</i>	Addendum 2		Addendum 7		Addendum 12
<i>M.C.</i>	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: <i>Mike Goodwin</i>	Title of Proposer's Authorized Representative: <i>Project Director</i>
Signature of Proposer's Authorized Representative: <i>Mike Goodwin</i>	Date: <i>7/29/2014</i>

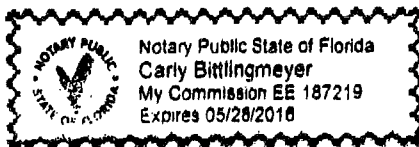
State of FLORIDA )

County of \_\_\_\_\_ )

of *Hankzell Perry*, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this *30* day of *July*, 20*14* personally appeared before me *Mike Goodwin* who stated that (s)he is the *P.D*

*Carly Bittlingmeyer*  
 Notary Public for the State of *Florida*  
 My Commission Expires: *5/28/16*





## APPENDIX B



MIAMI BEACH

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# "No Bid" Form

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## ITB 2014-191 CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

**Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

Workload does not allow us to proposal

Insufficient time to respond

Specifications unclear or too restrictive

Unable to meet specifications

Unable to meet service requirements

Unable to meet insurance requirements

Do not offer this product/service

OTHER. (Please specify)

*N/A*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

We do  do not  want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: *My L*

Title: *P.O*

Legal Company Name: *Root Painting By Hartzell*

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Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**  
CITY OF MIAMI BEACH  
DEPT. OF PROCUREMENT MANAGEMENT  
ATTN: Steven Williams  
PROPOSAL #2014-191-SW  
**1700 Convention Center Drive**  
MIAMI BEACH, FL 33139

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 2**  
**INVITATION TO BID NO. 2014-191-SW**  
**CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)**  
**July 21, 2014**

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

1. The deadline for the receipt of bids is extended until 3:00 p.m., on July 30, 2014, at the following location.

Miami Beach City Hall  
Procurement Department  
1700 Convention Center Drive, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

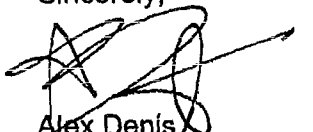
Late submittals will not be accepted. Bidders are cautioned to plan sufficient time to allow for traffic or other delays for which the Bidder is solely responsible.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,



Alex Denis  
Procurement Director

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 3**  
**INVITATION TO BID NO. 2014-191-SW**  
**FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)**  
**July 23, 2014**

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

**1. ADDITIONAL REQUIREMENTS: The following items are hereby added to Appendix D, Special Conditions.**

- a) Bonding Capacity: Proposers shall provide a statement of its bonding capacity from a Surety firm rated by AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.
- b) Upon the request of City, the awarded contractor must submit a Product Submittal Letter from the approved manufacturer of products utilized, stating that they meet or exceed the specification within five (5) days.
- c) Please note that percentage markups for Mobilization and Staging (for buildings over one story) maybe added and cost proposals for specific projects will be requested separately.

**2. REVISION:**

- a) Appendix E, Bid Tender Form has been amended. **Bidders are required to submit the amended Appendix E – Bid Tender Form in order to be deemed responsive.**
- b) Appendix C, is hereby amended as follows. Strikethrough denotes removed language. Underlined denotes added language.

Section C3.04 SERVICES:

ITEM #6.02 WATERPROOFING/ PAINTING APPLICATION

- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. **Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.**

Pre-Bid Meeting	July 2, 2014, at 11:00 a.m.
Deadline for Receipt of Questions	<u>July 17, 2014</u>
Responses Due	<u>July 25, 2014, no later than 3:00p.m.</u>
Tentative Commission Approval Authorizing Award	September Commission

This document is release to address questions submitted. Please be advised that the City is forwarding this email as a courtesy however you are strongly advised to register with Public Purchase to ensure you receive any and all updates.

**In order to register with Public Purchase to receive copies of the solicitation packages and/or updates please follow the instructions below:**

Electronic document fulfillment. The City utilizes Public Purchase for automatic notification of bid opportunities and document fulfillment. This system allows vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website:  
<https://www.publicpurchase.com/gems/register/vendor/register>.

**CONE OF SILENCE.** Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the procurement director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov).

Regards,

MIAMI BEACH

Steven Williams

# APPENDIX E



MIAMI BEACH

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## Bid Tender Form

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**APPENDIX E  
"REVISED" BID TENDER FORM**

**Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item #	Item Description	Price per Square Foot (SF)	Price per Square Foot (SF) Paint Application				Price per Linear Foot (LF)
			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
	<b>SERVICES</b>						
1	PRESSURE WASHING	.07	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	1.75	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	2.50	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	20.00	N/A	N/A	N/A	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	4.00
4B	STONE REPAIR	8.50	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	3.50
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	20.00
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	2.00
A	CONCRETE RESTORATION AND REPAIR	16.00	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	14.00	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.50	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	95.00
7	EXTERIOR LINTELS - PREPARE AND RESTORE	N/A	3.00	2.50	2.50	2.00	0
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	N/A	3.00	2.50	2.00	2.00	0
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	1.98	.65	.85	.50	0
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A	1.98	.65	.85	.50	0
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.50	1.50	1.50	1.00	0
12	INTERIOR PAINTING SURFACES	N/A	1.98	.65	.85	.50	0

Bidder's Affirmation	
Company:	Roof Painting by Hartzell
Authorized Representative:	Mike Goodwin
Address:	2301 NW 33 <sup>rd</sup> Court
Telephone:	954-658-0515
Email:	mgoodwin@myhartzell.com
Authorized Representative's Signature:	<i>Mike Goodwin</i>

# APPENDIX F



MIAMI BEACH

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## Insurance Requirements

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



# United States Environmental Protection Agency



This is to certify that

Hartzell Painting

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

## In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 12, 2015

NAT-53598-1

Certification #

June 1, 2010

Issued On

A handwritten signature in cursive script, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)  
**Roof Painting by Hartzell, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

Exempt payee

Address (number, street, and apt. or suite no.)  
**2301 NW 33 Court, Suite 112**

City, state, and ZIP code  
**Pompano Beach, FL 33069**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

5	9	-	1	1	4	4	1	1	1
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ *Jim Laguer*

Date ▶ *6/2/2014*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**BROWARD COUNTY**  
**FLORIDA**  
 PAINTING INTERIOR AND EXTERIOR  
 89-5201-P  
 HOLMAN, JR, EDWARD F. - QUALIFYING  
 ROOF PAINTING BY HARTZELL INC  
 2301 NW 33 COURT SUITE #112  
 POMPANO BEACH FL 33069  
 EXPIRES 08/31/2014

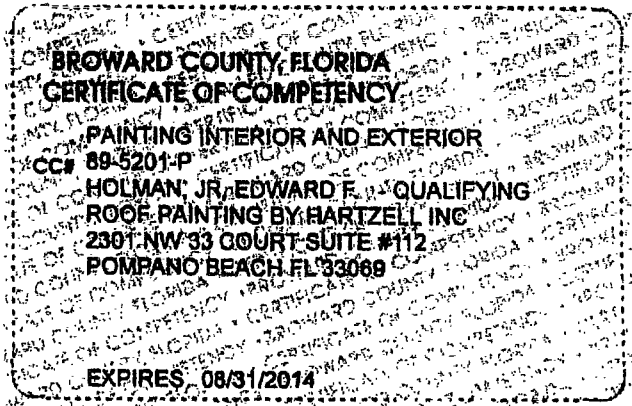


**CERTIFICATE OF COMPETENCY**

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

HOLMAN, JR, EDWARD F.  
 791 NE HARBOUR DRIVE  
 BOCA RATON FL 33431







**CTQB**  
Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

**000014657**

ROOF PAINTING BY HARTZELL INC

D.B.A.:

*Edward F. Jr. Holman*

HOLMAN EDWARD F JR

is certified under the provisions of Chapter 10 of Miami-Dade County  
**VALID FOR CONTRACTING UNTIL 09/30/2014**



# MIAMI BEACH

## INSURANCE REQUIREMENTS GENERAL SERVICE AND MAINTENANCE CONTRACT

The vendor shall furnish to the Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. **Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.**
- B. **Commercial General Liability Insurance on a comprehensive basis, to include Contractual Liability, and Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. City of Miami Beach must be included as an additional insured with respect to this coverage.**
- C. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

**The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**



# AIA Document A310™ – 2010

## Bid Bond

Bond No. 80103880

**CONTRACTOR:**

*(Name, legal status and address)*

Roof Painting by Hartzell  
2301 NW 33rd Court, Suite 112  
Pompano Beach, FL 33069

**SURETY:**

*(Name, legal status and principal place of business)*

Capitol Indemnity Corporation, State of  
Incorp: Wisconsin  
PO Box 5900  
Madison, WI 53705

**OWNER:**

*(Name, legal status and address)*

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

**BOND AMOUNT:** \$ 5% of bid amount

**PROJECT:**

*(Name, location or address, and Project number, if any)*

City Wide Painting & Water Proofing #2014-191-SW

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

Init.

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User Notes:

(843527750)

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

**60103880**

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

~~KAREN PECORA-BARBOUR; DEBRA NASE; STACEY L. NASE; CHRISTOPHER R. SMITH; BETH A. WOODRING~~

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

~~ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00~~

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

*Richard W. Allen III*

Richard W. Allen III  
President  
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

*Notary Seal*



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

**CERTIFICATE**

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attested Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30<sup>th</sup> day of July, 2014.



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. CIC-POA (Rev. 11-13)



# Additions and Deletions Report for AIA® Document A310™ - 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:11:57 on 07/30/2014.

PAGE 1

Bond No. 60103880

...

Roof Painting by Hartzell  
2301 NW 33rd Court, Suite 112  
Pompano Beach, FL 33069

Capitol Indemnity Corporation, State of  
Incorp: Wisconsin  
PO Box 5900  
Madison, WI 53705

...

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

BOND AMOUNT: \$ 5% of bid amount

...

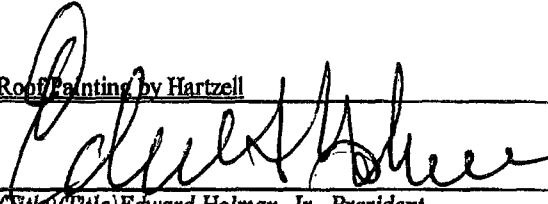
City Wide Painting & Water Proofing #2014-191-SW

PAGE 2

Signed and sealed this 30<sup>th</sup> day of July, 2014

...

(Witness)

Roof Painting by Hartzell  
  
(Title) Edward Holman, Jr., President  
Capitol Indemnity Corporation

...

(Witness) Debra L. Nash  
(Witness)

(Title) Karen Pecora-Barbour, Attorney-in-Fact  
(Title)

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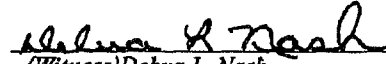
User Notes:

(843627750)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

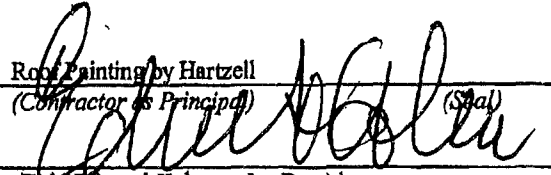
Signed and sealed this 30<sup>th</sup> day of July, 2014

(Witness)



(Witness) Debra L. Nash  
(Row deleted)

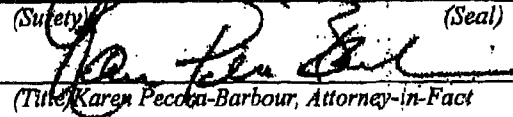
Roof Painting by Hartzell  
(Contractor as Principal)

 (Seal)

(Title) Edward Holman, Jr., President

Capitol Indemnity Corporation

(Surety)

 (Seal)

(Title) Karen Pecora-Barbour, Attorney-in-Fact

Init.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Debra L. Nash, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:11:57 on 07/30/2014 under Order No. 8982754141\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Debra L. Nash  
(Signed)

Vice President - TBC  
(Title)

7-30-2014  
(Dated)

# **ATTACHMENTS**

**D**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Roof Painting by Hartzell, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>2301 NW 33 Court, Suite 112</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Pompano Beach, FL 33069</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
5 9 - 1 1 4 4 1 1 1	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>10-21-2014</b>
------------------	----------------------------	--------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490, Fax: 786-394-4010

October 20, 2014

**Inclan Painting and Waterproofing, Corp.**  
**D/B/A: Inclan Construction**  
**12252 S.W. 128<sup>th</sup> Street**  
**Miami, FL 33186**  
**Attn: Luis Inclan**  
[info@inclanpainting.com](mailto:info@inclanpainting.com)

Subject: **INVITATION TO BID (ITB) NO. 2014-191-SW FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING**

Dear Mr. Inclan:

The Mayor and City Commission, at its September 10, 2014, meeting have approved a recommendation to award a contract to Inclan Painting and Waterproofing, Corp., For Citywide Interior and Exterior Painting and Waterproofing. The purpose of this letter is to inform you that contracts must be executed prior to the issuance of a Purchase Order, which is required for any work to be performed.

Included with this correspondence is one (1) contract book. To complete the execution of the contracts, please provide the following:

1. Sign where indicated on (red sign here), and have all two copies attested, dated, and sealed;
2. **Submit an original certificate of insurance that states the City of Miami Beach as additionally insured in the description box.**
3. Submit a copy of signed W-9 form.

Please return all required documentation to this office within five (5) calendar days.  
If you have any questions, please contact me at 305-673-7490, or via e-mail at: [yolandacintado-seiglie@miamibeachfl.gov](mailto:yolandacintado-seiglie@miamibeachfl.gov).

Thank you,

  
Alex Denis  
Procurement Director

# MIAMIBEACH

## CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: For Citywide Interior and Exterior Painting and Waterproofing

CONTRACT NO.: ITB- 2014-191-SW

EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, through it's City Manager, for two (2) additional one (1) Year periods.

SUPERSEDES: N/A

CONTRACTOR(S): Inclan Painting and Waterproofing, Corp.

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

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- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kaniewski, Property Management Director at 305-673-7000 ext. 2914.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

## Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.



Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

**City of Miami Beach**  
**Public Works-Property Management Division**  
**1245 Michigan Avenue, Miami Beach, FL 33139**  
**Attn: Anthony Kaniewski, Property Management. Division Director**  
**Phone: 305-673-7000 ext. 2914**  
**Email: AnthonyKaniewski@miamibeachfl.gov**

With copies to:

**City Clerk**  
**City Clerk Office**  
**1700 Convention Center Drive**  
**Miami Beach, Florida 33139**

For Contractor:

**Inclan Painting and Waterproofing, Corp.**  
**D/B/A: Inclan Construction**  
**12252 S.W. 128<sup>th</sup> Street**  
**Miami, FL 33186**  
**Attn: Luis Inclan**  
**Phone: 786-293-7428**  
**Fax: 786-293-7430**  
**E-mail: info@inclanpainting.com**

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 3 day of November, 2014, by their respective duly authorized representatives.

**CONTRACTOR**

By   
\_\_\_\_\_  
President/Signature

Luis Inclan  
\_\_\_\_\_  
Print Name

10/27/14  
\_\_\_\_\_  
Date

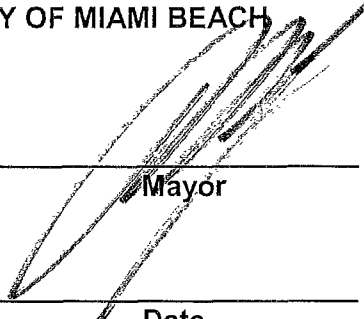
**ATTEST:**

  
\_\_\_\_\_  
Secretary/Signature

Rebeca Ferreira  
\_\_\_\_\_  
Print Name

10-27-14  
\_\_\_\_\_  
Date

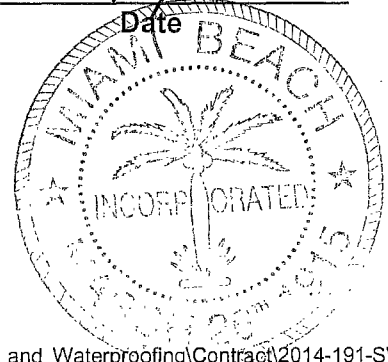
**CITY OF MIAMI BEACH**

By   
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
City Clerk


11/3/14  
\_\_\_\_\_  
Date



F:\PURC\ALL\Solicitations\2014\2014-191-SW Citywide Interior and Exterior Painting and Waterproofing\Contract\2014-191-SW Inclan Painting and Waterproofing.docx

- Attachments:**
- A: Commission memo and Item Summary
  - B: ITB, Addendum
  - C: Proposals
  - D: Insurance Certification

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney  
10-16-14  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> First Commercial Insurance Agency P.O. Box 295 Cassadaga, FL 32706 Phone (386)775-1781 Fax (386)775-3666	<b>CONTACT NAME:</b> Tony Cannizzaro <b>PHONE (INC. No. Ext.):</b> (386)775-1781 <b>FAX (INC. No.):</b> (386)775-3666 <b>E-MAIL ADDRESS:</b> insuranceguy@cfl.ir.com
<b>INSURED</b> Inclan Painting and Waterproofing, Corp. 12252 S.W. 128th Street Miami, FL 33186	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic Casualty Insurance Company NAIC # 42846 <b>INSURER B:</b> Progressive Express Insurance Company 10193 <b>INSURER C:</b> Commerce and Industry Insurance Company 19410 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y N	L216003429	05/03/2014	05/03/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	N N	02237379-1	05/30/2014	05/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000.00	Y N	BE086487605	05/03/2014	05/03/2015	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage Provided for all leased employees but not subcontractor of: Inclan Painting and Waterproofing, Corp.

City of Miami Beach is recognized as a certificate holder: Contract ITB 2014-191

**CERTIFICATE HOLDER****CANCELLATION**City of Miami Beach  
1700 Convention Center Drive  
3rd Floor  
Miami Beach, Fl. 33139

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. c/o Resource Management, Inc. 281 Main Street Fitchburg, MA 01420	ID: (RMI)	CONTACT NAME: Jennifer Dodge
		PHONE (A/C, No, Ext): 978-343-0048 FAX (A/C, No):
		E-MAIL ADDRESS: jdodge@rmi-solutions.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: SUNZ Insurance Company NAIC # 34762
		INSURER B: Aspen Re - London - Best Rating "A"
		INSURER C: Catlin Syndicate - Lloyds - Best Rating "A"
		INSURER D: Brit Syndicate - Lloyds - Best Rating "A"
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 20603665 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VOID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION S					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCPE000005904 WCPE000005903	1/1/2014 1/1/2013	1/1/2015 1/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation					This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage					
D						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Provided for all leased employees but not subcontractor of: Inclan Painting and Waterproofing, Corp.  
Client Effective Date: 10/2/13  
City of Miami Beach is recognized as a certificate holder: Contract ITB 2014-191

**CERTIFICATE HOLDER****CANCELLATION**

City of Miami Beach 1700 Convention Center Drive 3rd Floor Miami Beach, Fl. 33139	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Glen J Distefano

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ACORD 25 (2014/01)

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**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**INCLANAPINTING AND WATERPROOFING, CORP.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**12252 SW 128TH STREET**

City, state, and ZIP code  
**MIAMI, FL 33186**

List account number(s) here (optional)

Requester's name and address (optional)  
**City of Miami Beach  
 1700 Convention Center, 3rd Floor  
 Miami Beach, FL 33139**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-			-			
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Employer identification number**

6	5	-	0	5	8	0	1	0	5
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ 

Date ▶ 10/27/14

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# **ATTACHMENTS**

**A**

**Condensed Title:**

**REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2014-191-SW FOR CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES.**

**Key Intended Outcome Supported:**

Ensure Well-Maintained Facilities.

**Supporting Data (Surveys, Environmental Scan, etc.):** N/A

**Item Summary/Recommendation:**

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide painting (interior and exterior) and waterproofing services for building facilities located within the City of Miami Beach (the "City") for the Property Maintenance Division in accordance with the prescribed specifications and requirements. ITB No. 2014-191-SW, was issued on June 26, 2014, with a bid opening date of July 30, 2014.

The ITB resulted in the receipt of three (3) responses from Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc.

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission to award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work per the terms and conditions of ITB No. 2014-191-SW. Depending on the scope and services required for individual projects, the City will select the most cost-effective vendor on a per project basis.

**RECOMMENDATION**

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract to Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work on an as needed basis.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	1	Amount	Account
		\$50,000	Property Management Contracted Services Repairs & Maintenance. 520-1720-000342
		\$15,000	Property Management RDA Contracted Services Repairs & Maintenance 168-9964-000342
<i>BS</i>		\$100,000	125-6224-000676 Police Station CRR
		\$62,000	125-6994-000676 Fire Station No. 3 CRR
<i>(Signature)</i>		\$39,000	125-6194-000676 555 Building CRR
		\$415,000	FY15 Capital Budget (Contingent upon budget approval)
	<b>Total</b>	<b>\$681,000</b>	

**Financial Impact Summary:** \* The annual cost associated with the Citywide Painting (Interior and Exterior) and Waterproofing Services is subject to funds availability approved through the City's budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Budget Office.

**City Clerk's Office Legislative Tracking:**

Alex Denis, Director Ext # 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AD _____ ETC <i>EC</i>	MT <i>(Signature)</i> KGB <i>(Signature)</i>	JLM <i>(Signature)</i>

T:\AGENDA\2014\September\Procurement\NTB 2014-191-SW Citywide Painting (Interior and Exterior) and Waterproofing Services - SUMMARY.doc





# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: September 10, 2014

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2014-191-SW CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES.**

### ADMINISTRATION RECOMMENDATION

Approve the award of the contract.

### KEY INTENDED OUTCOME

Ensure Well-Maintained Facilities.

### FUNDING

The annual cost associated with Citywide Painting (Interior and Exterior) and Waterproofing Services is subject to funds availability approved through the annual budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. The funding and accounts noted below are the FY 2015 budget amounts approved by City Commission.

	Amount	Account
1	\$50,000	Property Management Contracted Services Repairs & Maintenance. 520-1720-000342
2	\$15,000	Property Management RDA Contracted Services Repairs & Maintenance 168-9964-000342
3.	\$616,000	FY 14 and FY 15 budget (Contingent upon budget approval)
<b>Total</b>	<b>\$681,000</b>	

Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Office of Budget and Performance Improvement (OBPI).

### BACKGROUND INFORMATION

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide painting (interior and exterior) and waterproofing services for building facilities located within the City of Miami Beach (the "City") for the Property Maintenance Division in accordance with the prescribed specifications and requirements. The City desires to set a standard for quality materials and a cost associated with the aforementioned services City Wide. It is the intent of the City to have proper materials installed for the proper application with the proper preparation. The contract(s) entered into with the successful bidder(s) shall remain in effect for three (3) years.

### ITB PROCESS

ITB No. 2014-191-SW, was issued on June 26, 2014, with a bid opening date of July 30, 2014. Three (3) addenda were issued. The Procurement Department issued bid notices to thirty-two (32) firms utilizing the Public Group and the Florida Purchasing Group website. Twelve (12) prospective bidders accessed the advertised solicitation. In addition, the Procurement Department sent the ITB document to additional firms not registered with the Public Group via email.

The ITB resulted in the receipt of three (3) responses from Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc.

Award will be made to the responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB. The City will endeavor to award projects pursuant to the specific unit prices awarded pursuant to the ITB. However, notwithstanding the foregoing, the City Manager may, in his sole discretion, also recommend one or more responsive, responsible bidders for award for the purpose of creating a pool of qualified contractors.

Veterans and local preferences were considered during the tabulation of the bids received. Neither veterans nor local preference was applicable to any of the bidders.

In evaluating the bids received it has been determined that all three (3) bidders submitted bids that meet all terms, conditions, and specifications of the ITB and therefore are considered as "pre-qualified" to quote for future work as the need may arise.

In its due diligence, the Procurement Department verified the following:

- Minimum Requirements

The ITB stated that bids will only be considered from firms that are regularly engaged in the business of providing goods and services for a minimum of three (3) years and provide three (3) distinct references with contact names and phone numbers for verification.

Hartzell Painting Contractors provided verifiable references from the City of Boca Raton, Delray Beach, and the City of Miramar, Florida.

Inclan Painting and Waterproofing, Corp provided verifiable references from Miami Dade County Parks, Miami Dade County Public Schools, and MG Construction.

P&P Contracting, Inc. provided verifiable references from Florida's Turnpike Enterprise, Florida Department of Transportation, and Miami Dade County Parks & Recreation.

- Past Performance

Hartzell Painting Contractors was started in 1948 in Hollywood, Florida. By the early 1950's business expanded to include the manufacturing of roof paint. Since then, the company has expanded operations to include; house painting, commercial painting, weatherproofing and all forms of specialty coatings.

Inclan Painting and Waterproofing Corp. was founded in 1981 under the name of Inclan. Since then they have specialized in Painting, Waterproofing, Concrete Restoration,

Stucco and General Repairs. In 1995 the company became established in South Florida under the name of Inclan Painting & Waterproofing Corp.

P&P Contracting, Inc. started in 2007 and has provided numerous painting and waterproofing services for the F.D.O.T. in various districts. In addition, P&P has provided services for the Florida Turnpike Enterprise. They specialize in painting and waterproofing with extensive experience with governmental entities.

Pricing tabulation is attached.

After review of responses received, it is recommended that an award be made to all three (3) responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB for the purpose of creating a pool of qualified contractors from which the City may seek quotes for specific projects.

#### **CITY MANAGER'S REVIEW**

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission to award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work per the terms and conditions of ITB No. 2014-191-SW.

#### **CONCLUSION**

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work on an as needed basis.



JLM/KGB/MT/ETC/AD

APPENDIX E -REVISED BID TENDER FORM (included in Addendum #2)

bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery charges, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed manually or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the bid tender form shall be initialed.

Item #	Item Description	Hartzell Painting Contractors						Trident Painting and Waterproofing, Corp.						P & P Contracting, Inc.						
		Price per Square Foot (\$F)	EPOXY	LATEX (Acrylic, Sain, Glass, Semi-gloss)	OIL	PRIMER	Price per Linear Foot (LF)	Price per Square Foot (\$F)	EPOXY	LATEX (Acrylic, Sain, Glass, Semi-gloss)	OIL	PRIMER	Price per Linear Foot (LF)	Price per Square Foot (\$F)	EPOXY	LATEX (Acrylic, Sain, Glass, Semi-gloss)	OIL	PRIMER	Price per Linear Foot (LF)	Price per Square Foot (\$F)
1	PRESSURE WASHING	0.70	NA	NA	NA	NA	NA	0.15	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2	SAND BLASTING	1.75	NA	NA	NA	NA	NA	1.25	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
3	STRIPPING	2.50	NA	NA	NA	NA	NA	1.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	20.00	no bid	no bid	no bid	1st bid	NA	NA	1.20	0.99	1.10	0.20	NA	100.00	100.00	100.00	100.00	100.00	100.00	NA
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS	NA	NA	NA	NA	NA	4.00	NA	NA	NA	NA	NA	1.50	NA	NA	NA	NA	NA	NA	30.00
4B	STONE REPAIR	8.50	NA	NA	NA	NA	NA	12.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	NA	NA	NA	NA	NA	3.50	NA	NA	NA	NA	NA	1.09	NA	NA	NA	NA	NA	NA	NA
9B	CONTROL JOINTS	NA	NA	NA	NA	NA	20.00	NA	NA	NA	NA	NA	1.30	NA	NA	NA	NA	NA	NA	50.00
9C	GENERAL CAULKING	NA	NA	NA	NA	NA	2.00	NA	NA	NA	NA	NA	0.50	NA	NA	NA	NA	NA	NA	10.00
6A	CONCRETE RESTORATION AND REPAIR	16.00	NA	NA	NA	NA	NA	12.00	NA	NA	NA	NA	NA	500.00	NA	NA	NA	NA	NA	NA
6B	STUCCO REMOVAL AND REPAIR	14.00	NA	NA	NA	NA	NA	4.00	NA	NA	NA	NA	NA	300.00	NA	NA	NA	NA	NA	NA
9C	CMU BLOCK RESTORATION AND REPAIR	100.00	NA	NA	NA	NA	NA	4.20	NA	NA	NA	NA	NA	300.00	NA	NA	NA	NA	NA	NA
9D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.50	NA	NA	NA	NA	NA	6.00	NA	NA	NA	NA	NA	2.00	NA	NA	NA	NA	NA	NA
9E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	NA	NA	NA	NA	NA	95.00	NA	NA	NA	NA	NA	15.00	NA	NA	NA	NA	NA	NA	10.00
7	EXTERIOR LINTELS - PREPARE AND RESTORE	NA	3.00	2.50	2.50	2.00	no bid	NA	1.20	1.20	1.20	0.20	1.20	2.00	2.00	2.00	2.00	2.00	2.00	no bid
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	NA	3.00	2.50	2.00	2.00	no bid	NA	1.20	1.10	1.20	0.20	1.30	2.00	2.00	2.00	2.00	2.00	2.00	no bid
9	EXTERIOR VERTICAL STUCCO/CMU SURFACE PAINTING/WATERPROOFING	NA	1.98	0.85	0.85	0.40	no bid	NA	1.00	0.70	0.99	0.20	0.99	2.00	2.00	2.00	2.00	2.00	2.00	no bid
10	EXTERIOR PAINTING/WATERPROOFING METAL SURFACES	NA	1.98	0.85	0.85	0.50	no bid	NA	1.00	0.70	0.99	0.20	0.99	2.00	2.00	1.50	1.50	1.50	1.50	no bid
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	NA	1.50	1.50	1.50	1.00	no bid	NA	1.00	0.70	0.99	0.20	0.99	2.00	2.00	1.50	1.50	1.50	1.50	no bid
12	INTERIOR PAINTING SURFACES	NA	1.98	0.85	0.85	0.50	no bid	NA	1.00	0.70	0.99	0.20	0.70	1.00	1.00	1.00	1.00	1.00	1.00	no bid
<b>Grand Total</b>		\$143.95	\$33.44	\$8.95	\$8.55	\$6.50	\$124.50	\$41.10	\$7.60	\$5.09	\$7.46	\$1.40	\$26.06	\$2,622.50	\$111.00	\$110.00	\$110.00	\$110.00	\$110.00	\$170.00

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# **ATTACHMENTS**

**B**

# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 3**  
**INVITATION TO BID NO. 2014-191-SW**  
**FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)**  
**July 23, 2014**

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

**1. ADDITIONAL REQUIREMENTS: The following items are hereby added to Appendix D, Special Conditions.**

- a) Bonding Capacity: Proposers shall provide a statement of its bonding capacity from a Surety firm rated by AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.
- b) Upon the request of City, the awarded contractor must submit a Product Submittal Letter from the approved manufacturer of products utilized, stating that they meet or exceed the specification within five (5) days.
- c) Please note that percentage markups for Mobilization and Staging (for buildings over one story) maybe added and cost proposals for specific projects will be requested separately.

**2. REVISION:**

- a) Appendix E, Bid Tender Form has been amended. Bidders are required to submit the amended Appendix E – Bid Tender Form in order to be deemed responsive.
- b) Appendix C, is hereby amended as follows. Strikethrough denotes removed language. Underlined denotes added language.

Section C3.04 SERVICES:

ITEM #6.02 WATERPROOFING/ PAINTING APPLICATION

- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.

ITEM #9.02 WATERPROOFING/ PAINTING APPLICATION

- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.

ITEM #11: EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES

- C. Paint all surfaces with acrylic exterior coating for ~~metal~~ wood as specified.

ITEM #12: INTERIOR PAINTING SURFACES

- C. Paint all surfaces with acrylic interior coating for ~~metal~~ surface as specified.

3. RESPONSES TO QUESTIONS RECEIVED:

- Q #1: Miami Beach based tax receipt...Does it mean that you have to have a business based in Miami Beach?
- A #1: Per Ordinance No. 2011-3747, as amended, a Miami Beach-based vendor means a bidder that (i) has a valid business tax receipt issued by the City of Miami Beach for at least one year prior to the issuance of a bid, which authorizes said vendor to provide the subject goods and/o contractual services, and (ii) has, for at least one year prior to the issuance of a bid, its headquarters in the City, or has a place of business located in the City at which it will produce the goods or perform the contractual services to be purchased. The City Manager shall administratively resolve any issues relating to a vendor's status as a Miami Beach-based vendor, and his/her decision on whether a vendor is a Miami Beach-based vendor shall be final.
- Q #2: Item #5 exterior window joint and control joint could be significant price difference?
- A #2: Item #5 has been deleted. Please refer to the revised Appendix E, Bid Tender Form. Items 5A through 5C have been added.
- Q #3: The scope is vague as it relates to type of service; commercial vs. residential; the purpose of sandblasting or stripping; location of the project; whether bidder has to get right of way permit and signage; and all these things affect cost, so it's difficult to bid.
- A #3: The services covered under this ITB are not residential, but strictly commercial and for City owned facilities. Prospective bidder's bid price shall be inclusive of all materials, prep work, equipment and labor necessary to complete the described services per specifications. All projects will require a permit and contractor will be responsible for all fees.



- Q #4: Prospective bidder was working on and had to pay for right of way, closure of sidewalks, signage and parking, therefore working on these type of buildings is different. Therefore, this affects the pricing. Will the City consider covering these costs?
- A #4: With respect to parking and right-of-way, the City will be responsible for the costs. With respect to signage and the closure of sidewalks, the contractor will be responsible for the costs.
- Q #5: Are permits required?
- A #5: All projects need to be permitted and the contractor will be responsible for all permitting fees.
- Q #6: Who pays for inspections and re-inspections?
- A #6: Contractor is responsible for all inspection costs.
- Q #7: Does the City have a budget estimate for this project?
- A #7: There is no budget estimate for this project at this time.
- Q #8: How many painting projects do you have a year? Can you give an estimate?
- A #8: It will vary every year. The City anticipates having up to three (3) projects for the next fiscal year.
- Q #9: The sizes of the exterior columns are not provided.
- A #9: Prospective bidders are to provide price by square foot (SF) surface area, as the column sizes vary.
- Q #10: The scope in Item #6.02 Waterproofing/Painting Application, states apply one coat but this won't give you the millage for the warranty so it needs to be two coats.
- A #10: Item #6.02 Waterproofing/Painting Application, Letter C, has been revised as follows:
- Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.
- Q #11: In Appendix E, Bid Tender Form, line Item #6, Exterior Stucco/Concrete are two different items and may reflect two different prices, combining these together makes it tough to price and may cause the bid price to be high.
- A #11: Item #6 has been deleted. Please refer to the revised Appendix E, Bid Tender Form line items #6A through 6E have been added.
- Q #12: Please be advised that tuck pointing is done with mortar not sealant.
- A #12: Please refer to the revised Appendix E, Bid Tender Form, line item #4A has been added.

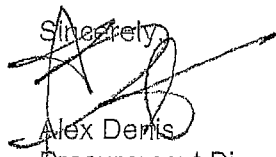
- Q #13: Are line Items #1, 2, and 3 intentionally eliminated on the Bid Tender Form? Please clarify.
- A #13: Line items #1, 2, and 3 are included in the Bid Tender Form and request bidder to submit per square footage price.
- Q #14: What is the difference between the line Item #6 & line Item #9 found in the Bid Tender Form? Please clarify.
- A #14: Item #6 has been deleted.
- Q #15: If line Item #6 in the Bid Tender Form is trying to specify Restoration of the delaminated Stucco, the explanation does not relay the intent. Please clarify
- A #15: Item #6 has been deleted.
- Q #16: Line Item #5 of the Bid Tender Form combines the "exterior window joints and building expansion and or control joints. The price of the caulking varies based on the width and depth of the caulking. Since windows and expansion joints require different caulking, please clarify why they are combined in this line item.
- A #16: Item #5 has been deleted. Please refer to the revised Appendix E, and Bid Tender Form; Items #5A through 5C have been added.
- Q #17: Item #9: Exterior Vertical Stucco/CMU, Surface Painting/Waterproofing, 9.02 letter C specifies: "Apply minimum of one coat elastomeric to all surfaces to be painted". Please note that, no manufacturer will provide warranty on one coat of water proofing. Additionally, most of the City's buildings are old and have to be repaired substantially. One coat will not provide sufficient coverage and repair lines may be noticeable. Please review and advice.
- A #17: Item #9.02 Waterproofing/Painting Application, Letter C, has been revised as follows:
- Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.
- Q #18: Bid Documents specify that the price quoted shall remain firm and fixed during the duration of the contract, and only upon renewal may the contractors be allowed to increase their price under certain guidelines. Please note that paint manufacturers raise prices once or twice a year. And it will be very difficult for a small painting contractor to keep their price fixed for three years. Please review and advice
- A #18: Although price increases for materials is standard in the industry, the purpose of this ITB is to establish a contract, inclusive of all labor, equipment, supplies, materials, cost of transportation and supervision necessary to perform the services requested. Since the prices quoted shall remain firm during the initial term of the agreement, bidders should take this into consideration and factor in when submitting prices on the Bid Tender Form.

- Q #19: Appendix C, Section C3.04 Services, Item #11, letter C, specifies Metal Primer for Wood. Please clarify.
- A #19: This item has been revised as follows: Paint all surfaces with acrylic exterior coating for ~~metal~~ wood as specified.
- Q #20: Appendix C, Section C3.04 Services, Item #12, letter C, Interior Painting Surfaces, specifies Metal Primer. Please clarify.
- A #20: This item has been revised as follows: Paint all surfaces with acrylic interior coating for ~~metal~~ surface as specified.
- Q #21: Appendix C, Item #6 "Exterior Stucco / Concrete Restoration and Waterproofing"; this does not apply to epoxy, latex, or oil, it only applies to primer, does prospective bidder leave the other items blank or placed a N/A.
- A #21: Bid Tender Form has been revised to delete Item #6. Please submit a per square footage price for item numbers 6A, 6B, 6C, and 6D.
- Q #22: Also, the Bid Tender Form indicates N/A in the spaces for square footage where a price may be required, such as line item #4 or stone repair, so please advise where the pricing per square footage should be indicated.
- A #22: Bid Tender Form has been revised to include a price submittal per linear foot (LF) for item #4A, and a price per square foot (SF) for line item #4B.

Any questions regarding this Addendum should be submitted in writing to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,  
  
 Alex Denis  
 Procurement Director

**APPENDIX E  
"REVISED" BID TENDER FORM**

**Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)
			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
	<b>SERVICES</b>						
1	PRESSURE WASHING	N/A	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	N/A	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	N/A	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A					N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	
4B	STONE REPAIR	N/A	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	
6A	CONCRETE RESTORATION AND REPAIR		N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR		N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR		N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING		N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	
7	EXTERIOR LINTELS - PREPARE AND RESTORE	N/A					
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	N/A					
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A					
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A					
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	N/A					
12	INTERIOR PAINTING SURFACES	N/A					

<b>Bidder's Affirmation</b>	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 2**  
**INVITATION TO BID NO. 2014-191-SW**  
CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)  
July 22, 2014

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

1. The deadline for the receipt of bids is extended until 3:00 p.m., on July 30, 2014, at the following location.

Miami Beach City Hall  
Procurement Department  
1700 Convention Center Drive, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

Late submittals will not be accepted. Bidders are cautioned to plan sufficient time to allow for traffic or other delays for which the Bidder is solely responsible.

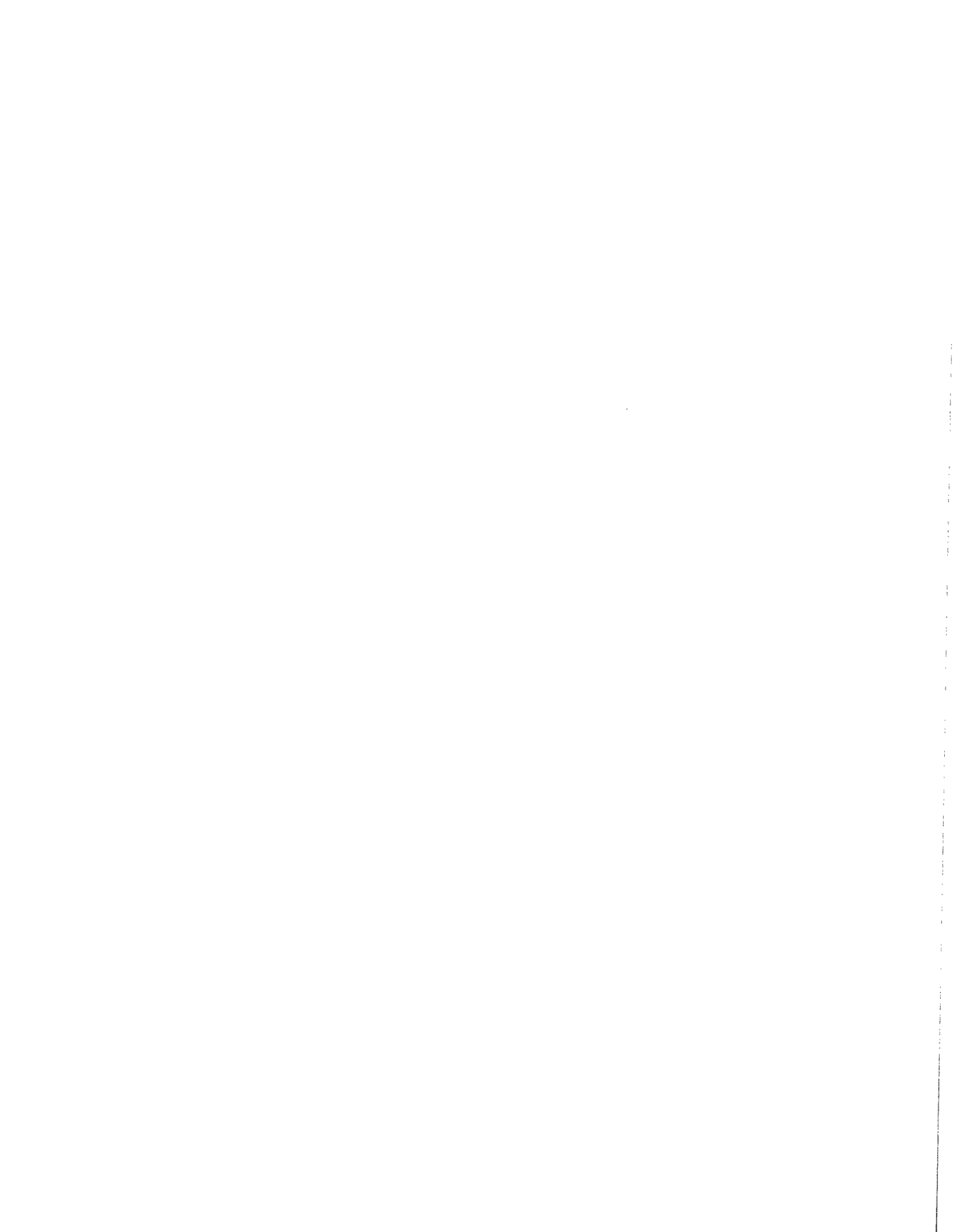
Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,

Alex Denis  
Procurement Director





# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 1**  
INVITATION TO BID FOR NO. 2014-191-SW  
FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)  
July 15, 2014

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

1. **REVISION:** Section 0200 – Instructions to Bidders, on page 3 of the ITB, is hereby amended as follows. (Underlined denotes change):

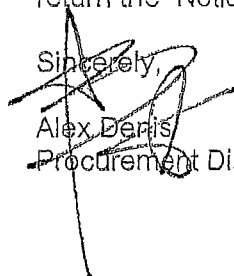
**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITB Issued	June 26, 2014
Pre-Bid Meeting	July 2, 2014, at 11:00 a.m.
Deadline for Receipt of Questions	<u>July 17, 2014</u>
Responses Due	<u>July 25, 2014, no later than 3:00p.m.</u>
Tentative Commission Approval Authorizing Award	September Commission

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,  
  
Alex Dennis  
Procurement Director

# INVITATION TO BID (ITB)

CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

2014-191-SW

**BID ISSUANCE DATE: JUNE 26, 2014**

**BID DUE: JULY 18, 2014 @ 3:00 PM**

**ISSUED BY: STEVEN WILLIAMS**



**MIAMIBEACH**

**Steven Williams, Procurement Coordinator**

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x6650 | Fax: 786.373. 4330 | [www.miamibeachfl.gov](http://www.miamibeachfl.gov)





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0300	BID SUBMITTAL INSTRUCTIONS & FORMAT .....	16

**APPENDICES:**

APPENDIX A	BID CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS
APPENDIX B	"NO BID" FORM
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS
APPENDIX D	SPECIAL CONDITIONS
APPENDIX E	BID TENDER FORM
APPENDIX F	INSURANCE REQUIREMENTS

SECTION 0200
INSTRUCTIONS TO BIDDERS
**1. GENERAL.**

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes **PublicPurchase** ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this ITB. **Failure to receive an addendum may result in disqualification of Bid submitted.**

**2. PURPOSE.**

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Interior and Exterior Painting and Waterproofing services for building facilities and bridges located within the City of Miami Beach (the "City") for the Department of Property Maintenance in accordance with the prescribed specifications and requirements. Interested vendors are invited to submit bids in response to this ITB.

**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITB Issued	June 26, 2014
Pre-Bid Meeting	July 2, 2014, at 11:00 a.m.
Deadline for Receipt of Questions	July 11, 2014
Responses Due	July 18, 2014, no later than 3:00p.m.
Tentative Commission Approval Authorizing Award	September Commission

**4. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov) ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date Bids are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

Procurement Contact:  
Steven Williams

Telephone:  
(305)673-7497

Email:  
[Stevenwilliams@miamibeachfl.gov](mailto:Stevenwilliams@miamibeachfl.gov)



**5. PRE-BID MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-bid meeting or site visit(s) may be scheduled.

A Pre-Bid conference will be held as scheduled in Solicitation Timeline above at the following address:

**City of Miami Beach  
City Hall - 4<sup>th</sup> Floor  
City Manager's Large Conference Room  
1700 Convention Center Drive  
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Bid Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

**6. PRE-BID INTERPRETATIONS.** Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-bid meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

**7. CONE OF SILENCE.** Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov).

**8. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373



- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

**9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE:** It is the responsibility of each Bidder, before submitting a Bid, to:

- Examine the solicitation thoroughly.
- Visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
- Study and carefully correlate Bidder's observations with the solicitation.
- Notify the Procurement Director of all conflicts, errors or discrepancies in the solicitation of which Bidder knows or reasonably should have known.
- The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**10. POSTPONEMENT OF DUE DATE FOR RECEIPT OF BIDS.** The City reserves the right to postpone the deadline for submittal of bids and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Bidders through *PublicPurchase*.

**11. PROTESTS.** Protests concerning the specifications, requirements, and/or terms; or protests after the bid due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. **Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.**

**12. MIAMI BEACH-BASED VENDORS PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3747, a preference will be given to a responsive and responsible Miami Beach-based vendor, who is within five percent (5%) of the lowest and best bidder, an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest bid for a competitively bid purchase, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach-based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.

**13. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or



contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

**14. CONTRACT PRICE.** Bid Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the solicitation.

**15. METHOD OF AWARD.** Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- The ability, capacity and skill of the bidder to perform the Contract.
- Whether the bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

Qualified Contractor Pool: The City will endeavor to award projects pursuant to the specific unit prices awarded pursuant to the ITB. However, notwithstanding the foregoing, the City Manager may, in his sole discretion, also recommend one or more responsive, responsible bidders for award for the purpose of creating a pool of qualified contractors from which the City may seek quotes for specific projects in lieu of awarding project(s) in accordance with the specific items or unit prices awarded pursuant to this ITB. When utilizing the qualified contractor pool methodology, the City will endeavor to invite all contractors in the pool to submit project-specific pricing. The contractor offering the lowest overall project cost, as well as meeting other project and timeline requirements will be awarded the project through the release of a Purchase Order.

**16. MULTIPLE AWARD.** The City may award up to three vendors (primary, secondary, tertiary), as available, by line item, by group or in its entirety. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

**17. BINDING CONTRACT.** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. The City Commission's selection or approval of the City Manager's recommendation shall constitute a binding Contract between the City and the awarded bidder(s). The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted by the bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the

City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

**18. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**19. GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.

**20. ACCEPTANCE OR REJECTION OF BIDS.** The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one-hundred twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the Bid by the Mayor and City Commission.

**21. ALTERNATE RESPONSES MAY BE CONSIDERED.** The City may consider one (1) alternate response from the same Bidder for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

**22. AMERICAN WITH DISABILITIES ACT.** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

**23. ANTI-DISCRIMINATION.** The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**24. ASSIGNMENT.** The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**25. AUDIT RIGHTS AND RECORDS RETENTION.** The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other

pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

**26. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

**27. BILLING INSTRUCTIONS.** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.

**28. CANCELLATION.** In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the bidder.

**29. CITY'S RIGHT TO WAIVE OR REJECT BIDS.** The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.

**30. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS.** If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least seven (7) calendar days prior to the scheduled Bid opening date, a request for clarification.

Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in section 5.0, Acknowledgements/Affidavits. Failure to acknowledge Addendum may deem a bid non-responsive.

The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

Any questions or clarifications concerning the Bid shall be submitted in writing to the Department of Procurement Management (DPM), 1700 Convention Center Drive, Miami Beach, FL 33139 with a copy to the City Clerk.

**31. COLLUSION.** Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be

rejected. Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

**32. CONDITION AND PACKAGING.** Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**33. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**34. DELIVERY.** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 4:00 P.M.

**35. DELIVERY TIME.** Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

**36. DEMONSTRATION OF COMPETENCY.**

- A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.
- B. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.
- C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.
- D. the terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
- G. The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on





probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

**37. DISPUTES.** In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this Bid; then
- B. Addendum issued for this Bid, with the latest Addendum taking precedence; then
- C. The Bid; then
- D. The bidder's bid in response to the Bid.
- E. In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

**38. DEFAULT.** Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.

**39. EQUIVALENTS.** If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

The bidder shall indicate in the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION. THE CITY SHALL BE THE SOLE JUDGE OF EQUALITY AND ITS DECISION SHALL BE FINAL.

Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

**40. ELIMINATION FROM CONSIDERATION.** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

**41. EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

**42. ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

**43. EXCEPTIONS TO BID.** Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

**44. FACILITIES.** The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.

**45. FLORIDA PUBLIC RECORDS LAW.** Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**46. F.O.B. DESTINATION.** Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid.

**47. GRATUITIES.** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

**48. INDEMNIFICATION.** The successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be

incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**49. INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City. If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

**50. LAWS, PERMITS AND REGULATIONS.** The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

**51. LEGAL REQUIREMENTS.** The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

**52. LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

**53. MANNER OF PERFORMANCE.** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

**54. MISTAKES.** Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk and may result in the bid being non-responsive.

**55. MODIFICATION/WITHDRAWALS OF BIDS.** A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

**56. NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

**57. OPTIONAL CONTRACT USAGE.** When the successful bidder(s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**58. OSHA.** The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

**59. PATENTS & ROYALTIES.** The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**60. PAYMENT.** Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.

**61. PRICES QUOTED.** Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**62. PRODUCT INFORMATION.** Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

**63. REASONABLE ACCOMMODATION.** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Procurement Division.

**64. SAMPLES.** Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

**65. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

**66. SPOT MARKET PURCHASES.** It is the intent of the City to purchase the items specifically listed in this Bid from the successful bidder. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**67. SUBSTITUTIONS.** After award of contract, the City WILL NOT accept substitute shipments of any kind, without previous written approval. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

**68. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**69. TIE BIDS.** In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.

**70. TERMINATION FOR DEFAULT.** If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

**71. TERMINATION FOR CONVENIENCE OF CITY.** The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

**72. UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SECTION 0300            BID SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. SEALED BIDS.** One original Bid Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, three (3) bound copies and one (1) electronic format (CD or USB format) are to be submitted, with the original submission or within two (2) days of request by the City. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidders Name, Bidder Return Address. Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. BID PROPOSAL.** The Bid Proposal is to include the following:

- **TAB 1 - Bid Tender Form (Appendix E).** The Bid Tender Form (Appendix E) shall be completed mechanically or, if manually, in ink. Bid Tender Price Forms (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Price Form (Appendix E) shall be initialed.
  
- **TAB 2 - Bid Certification, Questionnaire and Affidavits (Appendix A).**

**2. LATE BIDS.** Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

# APPENDIX "A"



MIAMI BEACH

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## Bid Certification, Questionnaire & Requirements Affidavit

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ITB-2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



Solicitation No: ITB No. 2014-191	Solicitation Title: Citywide Painting (Interior And Exterior) And Waterproofing Services	
Procurement Contact: Steven Williams	Tel: 305-673-7497	Email: Stevenwilliams@miamibeachfl.gov

### BID CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Miami Beach Based (Local) Vendor.** Is Proposer claiming Miami Beach based firm status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. **Financial Capacity.** Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

**SUBMITTAL REQUIREMENT:** Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

**SUBMITTAL REQUIREMENT:** Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

8. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

9. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

10. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

11. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

12. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
 YES  NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
 YES  NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

13. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

## **DISCLOSURE AND DISCLAIMER SECTION**

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA                    )  
   )  
                   County of \_\_\_\_\_)  
                   of \_\_\_\_\_, a corporation, and that the instrument was signed in behalf of  
                   the said corporation by authority of its board of directors and acknowledged said  
                   instrument to be its voluntary act and deed. Before me:

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally  
 appeared before me \_\_\_\_\_ who  
 stated that (s)he is the \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_.

# APPENDIX B



# MIAMI BEACH

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## “No Bid” Form

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### ITB 2014-191 CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

**Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

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We do  do not  want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_

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Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**  
CITY OF MIAMI BEACH  
DEPT. OF PROCUREMENT MANAGEMENT  
ATTN: Steven Williams  
PROPOSAL #2014-191-SW  
1700 Convention Center Drive  
MIAMI BEACH, FL 33139



# APPENDIX C



MIAMI BEACH

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## Minimum Requirements & Specifications

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**C1. Minimum Requirements.** The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Bidder must have a valid Painting license issued by Miami-Dade County.
2. Bidders must have regularly engaged in the business of providing the services as described in this Bid for a minimum of three (3) years.
3. Bidder shall submit at least three (3) references for whom the Bidder has completed work or is currently working on a project similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

**C2. Statement of Work Required.** The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide Painting (Interior And Exterior) And Waterproofing Services for building facilities and bridges located within the City of Miami Beach (the "City") for the Department of Property Maintenance in accordance with the prescribed specifications and requirements. The City desires to set a standard for quality materials and a cost associated with the aforementioned services City Wide. It is the intent of the City to have proper materials installed for the proper application with the proper preparation.

**C3. Specifications.** Contractor shall provide all labor, equipment, supplies, materials, cost of transportation and supervision necessary to perform the services requested in this ITB. In addition to any specifications or requirements contained in this ITB, all work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

### **C3.01 MATERIALS**

All bids shall be based on the materials specified for use on this project. Requests for material substitutions by the Contractor must be accompanied by documentation's from the manufacturer, stating that the substitute material is suitable use on this project and stamped by a local Florida Engineer. Actual test data must be submitted to insure the requested substitute material performs and meets the technical performance requirements of the specified material. Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

#### **Polyurethane Sealant Materials**

- A. Tuff Stuff (or approved equivalent). One part, non sag, 100% modulus polyurethane sealant meeting ASTM C719, capable of 550% Elongation per ASTM D412 and Tensile Strength of 175 psi. and physically and chemically acceptable for the intended used; colors to be selected by the City Representative from Manufacturers standard color selection.
- B. Primer; By same manufacturer as sealant; suitable for substrate and existing conditions; submit manufacturer's literature, spec. data, an recommendations (based upon adhesion tests) to the City Representative for approval.

- C. Joint Backing/Bond Breaker:
  - 1. Backer Rod: Closed - Cell polyethylene foam: size to fit application.
  - 2. Bond Breaker Tape: Adhesive-backed polyethylene tape; size to fit application.
- D. Plastic Weep Tubes with Screens: Suitable for joint size and application; compatible with polyurethane sealant; submit sample to the City Representative for approval.

### **Masonry Materials**

- A. Mortar for Masonry Repointing/Repairs: ASTM C-270, latest edition, Type N; mortar may utilize either premixed masonry cement with lime, or Portland cement with hydrated lime, and sand with a 1:1:6 proportions; compressive strength of mortar must be in accordance with ASTM C-270, but under no circumstances harder than the masonry units or original mortar. The Contractor is required to match the strength, texture, and color of existing mortar as closely as possible, and undertake all testing and analysis of existing mortar as part of this Contract. Submit all test analysis and data and submit a sample of mortar(s) to be used on this project for approval the City Representative, with documentation of specifications, properties , and proportions.
- B. Premixed masonry cement: Custom Masonry Cement Type N (or approved equivalent) as approved by the City Representative; color to match existing, as approved by the City Representative.
- C. Lime: ASTM C-207, Type S, hydrated lime for masonry purposes.
- D. Cement: Non-staining white cement; ASTM C-150, Type II, with no more than 0.60% alkali, nor more than 0.15% water-soluble alkali.
- E. Sand: ASTM C-144 ; match color, size, and texture of existing sand as closely as possible.
- F. Water: Potable and free of deleterious amounts of acids, alkalis, and other materials.
- G. Replacement Brick Units: Match existing in size, color, texture and compressive strength as closely as possible; submit replacement brick units for approval by the City Representative, with manufacturing and test data, and specifications.
- H. Cleaning Product for Brick Masonry: Cleaner suitable for cleaning brick masonry. Submit product data sheet for approval by the City Representative. Sample areas of masonry cleaning will be required. All cleaning products must be approved before use.
- I. Brick mortar joints shall be installed, allowed to cure and then inspected by the City Representative. An approval on the color and texture match shall be given by City Representative prior to proceeding with the entire building or structure.

- J. Seal-A-Pore (or approved equivalent) . Solvent based silicone solution designed to damp proof above ground masonry surfaces. Sealer is a transparent, colorless or amber thin liquid. 10% Typical Resin Solids, Density of 6.7lb/ gal at 77 Degrees F. Sealer must be installed in an immediate 2 coats within 5 minutes of each other.

#### **Stucco/ CMU (Concrete Masonry Unit) Block Waterproof Materials**

- A. Emulsified Acrylic Coating: Tuff-Coat (or approved equivalent) for damp proofing and beautifying all types of exterior and interior masonry surfaces such as concrete, brick work, stucco and exterior insulation finishing systems. Tuff-Coat (or approved equivalent) has the following physical properties: Tensile Strength: 160 psi (ASTM D-2370), Elongation: 585% (ASTM D-2370), Water Vapor Permeability @ 10 mils: 20 Perms (ASTM D-1653), Solids by Volume: 47.4%
- B. Urethane Sealant: Tuff-Coat (or approved equivalent) single-component polyurethane sealant for joints and cracks in masonry surfaces.
- C. Cement-based patching compound: Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching material designed to patch concrete surfaces where quick permanent repairs are desired.
- D. Epoxy-based patching compound: Fill-Loc (or approved equivalent) is a two-component, VOC compliant, 100% solids epoxy patching product designed to make repairs to small surface imperfections prior to applying a thin coating.
- E. Epoxy-based primer: Uni-Prime is a water based, two-component, VOC compliant, epoxy primer design to prep general surfaces to be coated.
- F. Polyester Tape: Dura-Walk Polyester Tape is a fusion bonded fabric polyester designed to be a reinforcement fabric over cracks or joints.
- G. Misc. Accessories: All items incorporated into this system shall be compatible with and approved by coating manufacturer.

NOTE: Allow additional material for rough or irregular surfaces and up to 5% for material loss during application.

#### **Brick / Masonry Sealant Material**

- A. Seal-A-Pore (or approved equivalent). Solvent based silicone solution designed to damp proof above ground masonry surfaces. Sealer is a transparent, colorless or amber thin liquid. 10% Typical Resin Solids, Density of 6.7lb/ gal at 77 Degrees F. Sealer must be installed in an immediate 2 coats within 5 minutes of each other.

### **Stucco/ CMU (Concrete Masonry Unit) Block Repair Materials**

- A. Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching material designed to patch concrete surfaces where quick and permanent repairs are needed. Flexural strength 3x4x16" at 550psi, compressive strength of 1hour = 200psi and 28 days = 8,500 psi. Repair materials shall be used to repair / replace large areas of Stucco or CMU Block. The repair materials shall be as the original manufacturer used on this building. A close match shall be achieved. A small area shall be done on the window panels and other areas, allowed to cure then inspected and approved before proceeding.
- B. Fill-Loc Crack Repair (or approved equivalent) a two component, 100% epoxy concrete patching material for vertical and horizontal surface imperfections. Flexural strength per ASTM D790 of 8,045 psi, tensile strength of ASTM D638 of 5,600 psi, Compressive strength of ASTM D638 of 7,410 psi.

### **Lintel Restoration Materials**

- A. Lintel materials shall be zinc oxide primer, then exterior, metal rust inhibitive paint.

### **Column Restoration Materials**

- A. See section 2.04 and 2.06 Column restoration coating shall be equivalent to those sections and color to match the approved color by the City.

### **Metal/ Wood Restoration Materials**

- A. Metals:
  - 1. Unprimed Ferrous Metal Surfaces: Prime with one coat metal primer, (or approved equivalent) Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 2. Shop-Primed Ferrous Metal Surfaces: Touch-up with metal primer 33-010 (or approved equivalent), or Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 3. Galvanized Surfaces: Prime with one coat Rust Go Galvanized Metal Primer, Red, 33-100.
  - 4. Mill-Finished Aluminum Surfaces: Prime with one coat metal primer 33-010 (or approved equivalent), or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 5. Copper: Prime with one coat Alkyd White Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.

6. Stainless Steel: Prime with one coat two-component vinyl wash etching primer, as recommended by finish coating manufacturer, followed by one coat Alkyd White Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.

7. Rust Go Top Coat Gloss (or approved equivalent), Alkyd-Urethane: Two coats Gloss Enamel, Urethane Modified, 12-Series.

B. Wood Siding, Rough Textured - Opaque Finish:

1. Primer: One coat, type as recommended by finish coating manufacturer for substrate.
2. Flat: One coat 100% Acrylic Exterior High Build Flat, Tintable White, 16-302; applied at 16-23 mils wet.

C. Wood, Unless Otherwise Indicated - Opaque Paint Finish:

1. Primer: Minimum one coat Exterior Wood Primer Alkyd/Oil Formula; color 08-023 White or 08-005 Deep Base, and/or paint to cover as recommended by finish coating manufacturer for colors of finish coats.
2. Satin: Minimum and/or paint to cover two (2) coats Exterior Acrylic Satin House Paint, 11-Series.
3. Semi-Gloss: Minimum and/or paint to cover two (2) coats Exterior Acrylic Semi-Gloss House Paint, 03-3x Series.
4. Gloss: Minimum and/or paint to cover two (2) coats House & Trim Exterior Alkyd/Oil Gloss, 10-Series.

### Interior Paint Materials

A. Drywall/ Wood/ Interior Metal Finishes:

1. UNI-Latex (or approved equivalent) is a premium interior latex flat coating with excellent hiding and superior wash ability. Can be used on primed metal and non-bleeding types of wood.
2. Where to Use: Interior walls, ceilings and primed woodwork/ metal. Drywall, plaster, painted wood, brick, masonry, concrete or cinder block, primed metal and composition board.
3. Total Solids by Volume 37%, pigment by weight 40%, Total Solids by weight 54%

B. Alternate Enamel 100% Acrylic Low Odor Paint:

1. Scrub-Master Enamel 100% Acrylic Low Odor Paint (or approved equivalent) – Interior Low Sheen Enamel by UCI (or approved equivalent) is an interior paint for interior surfaces that is quick drying low odor and low VOC and is excellent for hiding and providing wash-ability.

2. Where to Use: Interior walls, ceilings and primed woodwork/ metal. Drywall, plaster, painted wood, brick, masonry, concrete or cinder block, primed metal and composition board.

3. Total Solids by Volume 34%, pigment by weight 31%, Total Solids by weight 49%

### **C3.02 PREP WORK**

Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards. For each service type the following Standard Procedures must be followed when doing Prep Work.

#### **A. Sealant Replacement**

1. Remove existing sealant and clean all surfaces to receive new sealant. Verify that the existing surfaces along the joints are clean, dry, frost-free, secured and properly prepared. Depending upon the substrate, or presence of dust, loose concrete or laitance, waterproofing, etc., the joint surface may require a thorough wire brushing, grinding, solvent cleaning, and/or priming. All surfaces must be properly prepared in strict accordance with the Manufacturer's specifications, and to the satisfaction of the City Representative.
2. Properly mask adjoining surfaces to prevent contact of primer/sealant with surfaces that could be permanently stained or damaged by such contact, or by cleaning methods required to remove primer/sealant smears.
3. Install new backer rod to provide support of sealant during application, and at a position required to produce the cross-sectional shapes and depths relative to joint widths, which allow optimum sealant movement. Do not leave gaps between ends of backer rod. Do not stretch, twist, puncture, or tear backer rod. Immediately remove backer rod which has become wet prior to sealant application, and replace with dry materials.
4. Where backer rod cannot be used, install bond breaker tape in between sealant and back of joint, to prevent third-side adhesion.
5. Prime joint substrates as recommended by the Manufacturer, based upon adhesion tests performed specifically for the substrate. Apply primer in strict compliance with Manufacturer's recommendations. Take care to confine primer to areas of joint sealer bond, and do not spillage or migration onto adjoining surfaces.
6. Ensure that all weep holes in the window frames are left exposed and effective. Any weep holes found to be clogged will be cleaned as necessary to allow for proper expulsion of moisture from within the window frame systems.
7. Install sealant by the proven techniques that result in sealant directly contacting and fully wetting joint substrates, completely filling each joint configuration. Provide uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

8. Application nozzle should be kept in the sealant and moved in a continuous motion (to provide a steady flow of sealant preceding the nozzle) in order to avoid air entrapment. Overlapping of sealant shall also be avoided, to eliminate the entrapment of air.
9. Immediately after sealant application and prior to skinning and curing, properly tool sealant to form a smooth, uniform bead, to eliminate air pockets and ensure proper contact and adhesion of sealant with sides of the joint. Tooling agents which discolor sealants or adjacent surfaces shall not be utilized.

**B. Metal/ Wood Surfaces**

1. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
2. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
3. Mildew, Algae, and Fungus: Remove using materials and methods recommended by coating manufacturer.
4. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
5. Remove or protect hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings which are adjacent to surfaces to receive coatings.
6. Disconnect equipment adjacent to surfaces indicated to receive coatings.
7. Move equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
8. Protect surfaces not indicated to receive coatings which are adjacent to surfaces indicated to receive coatings.
9. Do not allow coatings on surfaces not indicated to receive them.
10. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer, and as follows:
11. Existing Coatings:
  - A. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.



B. If presence of lead in existing coatings is suspected, cease surface preparation of existing coating and notify Architect immediately.

12. Ferrous Metals, Unprimed: Remove rust or scale, if present, by wire brush cleaning, power tool cleaning, or sandblast cleaning; remove grease, oil, and other contaminants which could impair coating performance or appearance by solvent cleaning, with phosphoric-acid solution cleaning of welds, bolts and nuts; spot-prime repaired welds with specified primer.
13. Ferrous Metals, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.
14. Galvanized Steel: Wipe down surfaces using clean, lint-free cloths saturated with mineral spirits or lacquer thinner; wipe dry using clean, lint-free cloths.
15. Stainless Steel: Clean surfaces by pressurized steam, pressurized water, or solvent washing.
16. Wood:
  1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
  2. Apply primer coat to back of wood trim and paneling.
17. Polyvinyl Chloride (PVC) Pipe: Remove ink markings by wiping down with clean-lint-free cloths saturated denatured alcohol.

### **C3.03 PROTECTION AND CLEAN UP**

For each service type the following Standard Procedures must be followed when providing service.

#### **A. Protection and Preparation:**

1. Protect all areas surrounding working space from excessive debris. In addition, protect all areas above, below, and adjacent to the work area from the migration all contaminants.
2. Conduct an inspection of the work areas prior to the commencement of work, and notifying the City Representative, in writing, of any observed existing damage to mechanical, plumbing, electrical, windows, screens, metal coping, or other systems which may be affected by the work.

#### **B. Clean Up**

1. Clean all areas around where work was performed. Clean windows, ground and any trim on building or structure.

2. It is recommended that photographs be taken by the contractor of any damaged sidewalks, asphalt pavement or exterior building or landscape damage prior to start of any work. The contractor will be responsible for the replacement or repair of any damage to the exterior of the building, landscaping, concrete sidewalks or asphalt paved parking surfaces. The entire building and grounds will be inspected by the City Representative and any damage shall be made good to the City without discussion.

### **C3.04 SERVICES**

Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

#### **ITEM #1: PRESSURE WASHING**

- A. All plants, shrubbery and other building or structure decorations shall be protected at all times and not damaged during the cleaning process.
- B. Tri-sodium phosphate, simple green, denatured alcohol or a mild soap solution shall be used in the cleaning process depending on manufactures recommendations.
- C. Wire brush all metal to remove surface rust and repair rusted areas before pressure cleaning.
- D. Four Thousand (4000) psi water blaster with a 0 degree oscillating tip shall be used.
- E. Tampico brushes (or approved equivalent) shall be used.
- F. All surfaces to be cleaned will be pre-wet then the solution applied and allowed to set 3 to 5 minutes before rinsing.
- G. The wand end shall be held no closer than two 2' from the building or structure to avoid damage to mortar joints.
- H. All exterior surfaces shall be cleaned in this manner on the entire building or structure.
- I. On areas of heavy staining a second wash shall be required to insure all debris is removed prior to the waterproofing application.
- J. Efflorescence treatment shall be applied to remove any excess efflorescence.

#### **ITEM #2: SAND BLASTING**

- A. Surface Cleaning: Prepare the surface to be free of foreign material in reference to sand or gravel, lack of binder.
- B. Sand blasting: Prepare surface by sand blasting, a system of cutting or abrading a surface such as concrete by a stream of sand ejected from a nozzle at high speed by compressed air; often used for cleanup of horizontal construction joints or for architectural exposure of aggregate."

**ITEM #3: STRIPPING**

- A. Stripping: Removal of rust, existing coatings or thin layers of pay material by mechanical or chemical means. Shot blasting, sand blasting or stripping by chemicals must be self-contained, have proper pedestrian safety and fully cleaned up work area after procedure each day. Completely remove old finish to substrate before applying new coating systems.
- B. Stripping shall include removal of any surface rust or rust build up to properly prepare for coating. Any surface rust must be properly treated, and rusted through areas must be properly repaired and patched.

**ITEM #4: STONE REPAIR, TUCKPOINTING, JOINT SEALANT REPLACEMENT CLEAN AND SEAL:**

Clean all exterior surfaces, tuck point all defective masonry joints, repair damaged brick, coat all brick surfaces with the specified clear, penetrating silicone sealant.

- A. Cut or rake out cracked / deteriorated mortar joints (as approved by the City Representative) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away / remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.
- B. Verify that all joints to be repointed are clean and properly prepared.
- C. Replace and / or repair cracked, broken, and spalled brick masonry units as necessary, and as approved by the City Representative.
- D. Carefully proportion mortar, and pre hydrate all tuck pointing mortar. To pre hydrate mortar, thoroughly mix all ingredients dry, then mix again, adding only enough water to produce a damp mix which will retain its form when pressed into a ball. After keeping mortar in this dampened condition for one to two hours, add sufficient water to bring it to proper consistency.
- E. Repoint and build in new mortar joints following the best possible practices and techniques, as established by the Brick Institute of America. New joint work to match and align with existing, with joints coursing true and level, with faces plumb and in line. Dampen joints just prior to tuck pointing. Apply pre hydrated mortar in thin layers until joints are completely filled. Tool joints to a smooth, flush, watertight finish. Remove excess mortar from masonry face, hand clean with light soap solution and fiber brushes, and rinse immediately with a clean water wash. All masonry repainting/repair work must be fully-cured and approved by the City Representative.

**ITEM #5: EXTERIOR WINDOW JOINTS & CONTROL JOINTS:** Remove all deteriorated caulking, grind out joints, clean, prime all contact joints, install new closed cell backer rod / bond breaker tape as needed, and install new specified modified urethane sealants on all Control and Window joints.

- A. Cut or rake out cracked / deteriorated mortar joints (as approved by the City Representative) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away / remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.

- B. Verify that all joints to be repointed are clean and properly prepared.
- C. Replace and / or repair cracked, broken, and spalled brick masonry units as necessary, and as approved by the City Representative.
- D. Carefully proportion mortar, and pre hydrate all tuck pointing mortar. To pre hydrate mortar, thoroughly mix all ingredients dry, then mix again, adding only enough water to produce a damp mix which will retain its form when pressed into a ball. After keeping mortar in this dampened condition for one to two hours, add sufficient water to bring it to proper consistency.
- E. Repoint and build in new mortar joints following the best possible practices and techniques, as established by the Brick Institute of America. New joint work to match and align with existing, with joints coursing true and level, with faces plumb and in line. Dampen joints just prior to tuck pointing. Apply pre hydrated mortar in thin layers until joints are completely filled. Tool joints to a smooth, flush, watertight finish. Remove excess mortar from masonry face, hand clean with light soap solution and fiber brushes, and rinse immediately with a clean water wash. All masonry repainting / repair work must be fully-cured and approved by the City Representative.

**ITEM #6: EXTERIOR STUCCO/ CONCRETE RESTORATION AND WATERPROOFING:** Clean all exterior stucco/ vertical concrete surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

6.01 EXTERIOR STUCCO/BRICK MASONRY CLEANING

Clean exposed brick masonry surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the masonry. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must be submitted and approved by the City Representative, and used in strict accordance with the Manufacturer's specifications protecting adjacent materials.

6.02 WATERPROOFING/ PAINTING APPLICATION

Includes the Stucco, CMU Block, Columns and any other elastomeric coating areas.

- A. Remove all rust, dirt, debris, loose and non-bonded coatings, and all other deleterious materials from all surfaces to be painted. All areas are to be clean prior to coating.
- B. Apply approved primer to all surfaces to be painted and allow ample drying (curing) time, as recommended by the Manufacturer.
- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance.

6.03 WATER REPELLENT / TREATMENT FOR BRICK/STUCCO

- A. Once all repairs, replacement, cleaning, etc. have been performed, apply specified water repellent using a low pressure garden spray technique. Apply at a rate sufficient to create a 3 to 5 inch run down to insure the substrate is saturated.
- B. Allow sufficient drying (curing) time per manufacturer's specification.
- C. Perform water tests in random areas to insure repellent has been applied properly and a sufficient amount has been applied.

**ITEM #7: EXTERIOR LINTELS – PREPARE AND RESTORE:** Clean all exterior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

LENTIL PREPARATION AND RESTORATION

- A. All lintels shall be cleaned, grinded and sanded to remove all rust and debris.
- B. Prime all lintels with zinc oxide primer.
- C. Coat all lintels with elastomeric exterior metal coating.

**ITEM #8: EXTERIOR COLUMNS – PREPARE AND RESTORE:** Clean all exterior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

COLUMN TREATMENT

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary.
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all columns with acrylic exterior coating as specified.

**ITEM #9: EXTERIOR VERTICAL STUCCO / CMU SURFACE PAINTING/ WATERPROOFING:** Clean all exterior, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

9.01 EXTERIOR STUCCO/BRICK MASONRY CLEANING

Clean exposed brick masonry surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the masonry. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must be submitted and approved by the City Representative, and used in strict accordance with the Manufacturer's specifications protecting adjacent materials.

#### 9.02 WATERPROOFING/ PAINTING APPLICATION

Includes the Stucco, CMU Block, Columns and any other elastomeric coating areas.

- A. Remove all rust, dirt, debris, loose and non-bonded coatings, and all other deleterious materials from all surfaces to be painted. All areas are to be clean prior to coating.
- B. Apply approved primer to all surfaces to be painted and allow ample drying (curing) time, as recommended by the Manufacturer.
- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance.

#### 9.03 WATER REPELLENT / TREATMENT FOR BRICK/STUCCO

- A. Once all repairs, replacement, cleaning, etc. have been performed, apply specified water repellent using a low pressure garden spray technique. Apply at a rate sufficient to create a 3 to 5 inch run down to insure the substrate is saturated.
- B. Allow sufficient drying (curing) time per manufacturer's specification.
- C. Perform water tests in random areas to insure repellent has been applied properly and a sufficient amount has been applied.

**ITEM #10: EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES:** Clean all exterior, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### SURFACE TREATMENT & COATING

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary. Stripping as per specifications must be done prior
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with enamel exterior coating for metal as specified.

**ITEM #11: EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES:** Clean all exterior stucco and concrete, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### SURFACE TREATMENT & COATING

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary. Stripping as per specifications must be done prior
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with acrylic exterior coating for metal as specified.

**ITEM #12: INTERIOR PAINTING SURFACES:** Clean all interior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a premium interior paint color to match the building colors as selected by the City.

**SURFACE TREATMENT & COATING**

- A. Clean and repair all interior surfaces properly per specifications.
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with acrylic interior coating for metal as specified.

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# APPENDIX D



MIAMI BEACH

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## Special Conditions

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



1. **TERM OF CONTRACT.** The Contract shall commence upon the date of notice of award and shall be effective for three (3) years.

2. **OPTIONS TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.

3. **PRICES SHALL BE FIXED AND FIRM:** All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.

**3.1 COST ESCALATION.** Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider prices increases not to increase the applicable Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated Living Wage increases. In considering cost escalation due to Living Wage increases, the City will only consider the direct costs related to Living Wage increases, exclusive of overhead, profit or any other related cost.

4. **EXAMINATION OF FACILITIES.** INTENTIONALLY OMMITTED.

5. **PERFORMANCE BOND.** INTENTIONALLY OMMITTED.

6. **REQUIRED CERTIFICATIONS.** A Miami-Dade County Painter's license. Certification from manufacturer. Current licenses should be provided with bid, and no personnel shall service City facilities without said licenses.

7. **SHIPPING TERMS.** F.O.B. DESTINATION

8. **PAYMENT TERMS.** NET 30

9. **DELIVERY REQUIREMENTS.** INTENTIONALLY OMMITTED.

10. **WARRANTY REQUIREMENTS.** The Contractor shall guarantee all the work furnished under the award for a period of one (1) full year from the date of installation. Under this guarantee, the Contractor agrees to make good without delay, at his/her own expense, any failure of any part of the work due to faulty materials or manufacture, or the failure of any equipment furnished to perform satisfactorily all the work within the limits of the Award. He/she shall also make good any damage caused by such failure. Any such repair work shall receive a similar guarantee for a similar period of time. This guarantee shall be exclusive of manufacturer's guarantees or warranties exceeding this period. Please also see Sec. 0200, Instructions to Bidders, Sec. 31, Condition and Packaging.

11. **BACKGROUND CHECKS.** INTENTIONALLY OMMITTED.

12. **MANUFACTURER PRICE LISTS:** Bidder shall state, on the Bid Price Form, the mark-up against its invoice pricing that bidder will apply to equipment pumps, motors, filters, filter cartridges, replacement sand for sand filters, impellers, display jets, timers, gauges, etc. inclusive of any parts and supplies required under the scope of this ITB. With each payment application or invoice, bidder shall submit documentation verifying the referenced invoice pricing for parts and supplies.

# APPENDIX E



MIAMI BEACH

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## Bid Tender Form

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**APPENDIX E  
BID TENDER FORM**

**Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. **Bid Tender Forms completed in pencil shall be deemed non-responsive.** All corrections on the Bid Tender Form shall be initialed.

Price per square foot (SF) includes all materials (Appendix C. Sec. 3.01), prep work (Appendix C. Sec. C3.02), equipment and labor necessary for the completion of the work described in the "Services" per the specifications.(Please refer to Appendix C, Sec. C3.05 Services for detailed item descriptions.)

Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF)			
			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER
	<b>SERVICES</b>					
1	PRESSURE WASHING		N/A	N/A	N/A	N/A
2	SAND BLASTING		N/A	N/A	N/A	N/A
3	STRIPPING		N/A	N/A	N/A	N/A
4	STONE REPAIR, TUCKPOINTING, JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A				
5	EXTERIOR WINDOW JOINTS & CONTROL JOINTS	N/A				
6	EXTERIOR STUCCO/ CONCRETE RESTORATION AND WATERPROOFING	N/A				
7	EXTERIOR LINTELS - PREPARE AND RESTORE	N/A				
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	N/A				
9	EXTERIOR.VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A				
10	EXTERIOR.PAINTING/ WATERPROOFING METAL SURFACES	N/A				
11	EXTERIOR.PAINTING/ WATERPROOFING WOOD SURFACES	N/A				
12	INTERIOR PAINTING SURFACES	N/A				

<b>Bidder's Affirmation</b>	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

# APPENDIX F



MIAMI BEACH

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## Insurance Requirements

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



# MIAMI BEACH

## INSURANCE REQUIREMENTS GENERAL SERVICE AND MAINTENANCE CONTRACT

The vendor shall furnish to the Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, to include Contractual Liability, and Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be included as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

**The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**

# **ATTACHMENTS**

**C**

# APPENDIX "A"



MIAMI BEACH

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## Bid Certification, Questionnaire & Requirements Affidavit

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### ITB-2014-191 CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Solicitation No: ITB No. 2014-191	Solicitation Title: Citywide Painting (Interior And Exterior) And Waterproofing Services	
Procurement Contact: Steven Williams	Tel: 305-673-7497	Email: Stevenwilliams@miamibeachfl.gov

**BID CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT**

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME: <b>Inclan Painting and Waterproofing, Corp.</b>	
No of Years in Business: <b>18</b>	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: <b>DBA: Inclan Construction</b>	
FIRM PRIMARY ADDRESS (HEADQUARTERS): <b>12252 SW. 128 Street</b>	
CITY: <b>Miami</b>	
STATE: <b>Florida</b>	ZIP CODE: <b>33186</b>
TELEPHONE NO.: <b>(786) 293-7428</b>	
TOLL FREE NO.: <b>1-877-946-2526</b>	
FAX NO.: <b>(786) 293-7430</b>	
FIRM LOCAL ADDRESS: <b>12252 SW. 128 Street</b>	
CITY: <b>Miami,</b>	
STATE: <b>Florida</b>	ZIP CODE: <b>33186</b>
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: <b>Mr. Luis Inclan</b>	
ACCOUNT REP TELEPHONE NO.: <b>(305) 992-8712</b>	
ACCOUNT REP TOLL FREE NO.: <b>1-877-946-2526</b>	
ACCOUNT REP EMAIL: <b>info@inclanpainting.com</b>	
FEDERAL TAX IDENTIFICATION NO.: <b>650580105</b>	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.



1. **Miami Beach Based (Local) Vendor.** Is Proposer claiming Miami Beach based firm status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. **Financial Capacity.** Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

**Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.**

**SUBMITTAL REQUIREMENT:** Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

**SUBMITTAL REQUIREMENT:** Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

8. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

9. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

10. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

11. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

12. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

## Inclan Painting

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**From:** Williams, Steven - Procurement [StevenWilliams@miamibeachfl.gov]  
**Sent:** Tuesday, July 29, 2014 2:14 PM  
**To:** Inclan Painting (info@inclanpainting.com)  
**Subject:** FW: Your Supply Management Certification Receipt

The D&B was successfully applied for. Thus we should be receiving a link to a copy shortly.

Thank you.

### MIAMI BEACH

**Steven Williams**

Procurement Coordinator, CPPB

Procurement Department

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7497/Fax: 786-394-4330 <http://www.miamibeachfl.gov>

*We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.*

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**From:** Contractor Management Portal [<mailto:Dun@supplierportal.dnb.com>]

**Sent:** Monday, July 28, 2014 3:17 PM

**To:** Williams, Steven - Procurement

**Subject:** Your Supply Management Certification Receipt

THIS IS AN AUTOMATED EMAIL - PLEASE DO NOT REPLY  
Displayed below is your Supplier Certification Receipt

<b>Date</b>	<b>Time</b>	<b>Company</b>	<b>DUNS</b>	<b>Product</b>	<b>;</b>	<b>Cost</b>
07-28-2014	15:17:21	INCLAN PAINTING AND WATERPROOFING, CORP.	883462012	Supplier Certification		Sub Total \$91.95
;	;	;	;	;		Tax \$0.00
;	;	;	;	;		Total Charge \$91.95

If you have any questions, please contact our customer service team at [SupplierPortal@dnb.com](mailto:SupplierPortal@dnb.com)



**INCLAN PAINTING & WATERPROOFING, CORP.**  
**DBA INCLAN CONSTRUCTION**

SERVING FLORIDA SINCE 1995

July 29, 2014.

# 5) Litigation History:

Our company has been in existence since 1995 we take pride in our workmanship and have throughout the years built credibility and integrity.

An action was filed in 2007 regarding the issue of overtime with our company this case at the present time is being handled by our attorney and is pending.

The Case No. 08-20060-CIV-LENARD/TURNOFF

Although it has been over 5 years since the case was filed it is our duty to provide you this information as complete and honest as you have requested.

Sincerely,

Luis Inclan  
President

R/F



***INCLAN PAINTING & WATERPROOFING, CORP.***  
***DBA INCLAN CONSTRUCTION***

SERVING FLORIDA SINCE 1995

July 29, 2014.

#10) Code of Business Ethics:

We at Inclan Painting and Waterproofing, Corp. strive for excellence each day. We uphold our mission and as entity that seeks to do business with the City of Miami Beach we uphold the City of Miami Beach Code of Ethics.

We comply with all the governmental rules and regulations including, among others, the conflict of interest lobbying and ethics of the City of Miami Beach and Miami Dade County.

Please See attached Great Miami Chamber of Commerce Model Code of Business Ethics.

Sincerely,

Luis Inclan  
President

R/F



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 1**  
**INVITATION TO BID FOR NO. 2014-191-SW**  
**FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)**  
**July 15, 2014**

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

1. **REVISION:** Section 0200 – Instructions to Bidders, on page 3 of the ITB, is hereby amended as follows. (Underlined denotes change):

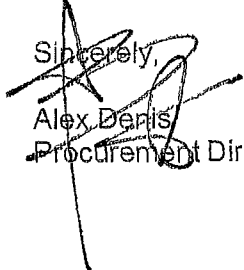
**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITB Issued	June 26, 2014
Pre-Bid Meeting	July 2, 2014, at 11:00 a.m.
Deadline for Receipt of Questions	<u>July 17, 2014</u>
Responses Due	<u>July 25, 2014, no later than 3:00p.m.</u>
Tentative Commission Approval Authorizing Award	September Commission

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,  
  
Alex Denis  
Procurement Director

# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 2**  
**INVITATION TO BID NO. 2014-191-SW**  
**CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)**  
**July 21, 2014**

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

1. The deadline for the receipt of bids is extended until 3:00 p.m., on July 30, 2014, at the following location.

Miami Beach City Hall  
Procurement Department  
1700 Convention Center Drive, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

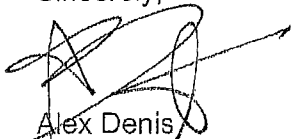
Late submittals will not be accepted. Bidders are cautioned to plan sufficient time to allow for traffic or other delays for which the Bidder is solely responsible.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,

  
Alex Denis  
Procurement Director

# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 3**  
INVITATION TO BID NO. 2014-191-SW  
FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)  
July 23, 2014

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

**1. ADDITIONAL REQUIREMENTS: The following items are hereby added to Appendix D, Special Conditions.**

- a) Bonding Capacity: Proposers shall provide a statement of its bonding capacity from a Surety firm rated by AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.
- b) Upon the request of City, the awarded contractor must submit a Product Submittal Letter from the approved manufacturer of products utilized, stating that they meet or exceed the specification within five (5) days.
- c) Please note that percentage markups for Mobilization and Staging (for buildings over one story) maybe added and cost proposals for specific projects will be requested separately.

**2. REVISION:**

- a) Appendix E, Bid Tender Form has been amended. Bidders are required to submit the amended Appendix E – Bid Tender Form in order to be deemed responsive.
- b) Appendix C, is hereby amended as follows. Strikethrough denotes removed language. Underlined denotes added language.

Section C3.04 SERVICES:

ITEM #6.02 WATERPROOFING/ PAINTING APPLICATION

- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.



ITEM #9.02 WATERPROOFING/ PAINTING APPLICATION

- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.

ITEM #11: EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES

- C. Paint all surfaces with acrylic exterior coating for ~~metal~~ wood as specified.

ITEM #12: INTERIOR PAINTING SURFACES

- C. Paint all surfaces with acrylic interior coating for ~~metal~~ surface as specified.

3. RESPONSES TO QUESTIONS RECEIVED:

- Q #1: Miami Beach based tax receipt...Does it mean that you have to have a business based in Miami Beach?
- A #1: **Per Ordinance No. 2011-3747, as amended, a Miami Beach-based vendor means a bidder that (i) has a valid business tax receipt issued by the City of Miami Beach for at least one year prior to the issuance of a bid, which authorizes said vendor to provide the subject goods and/o contractual services, and (ii) has, for at least one year prior to the issuance of a bid, its headquarters in the City, or has a place of business located in the City at which it will produce the goods or perform the contractual services to be purchased. The City Manager shall administratively resolve any issues relating to a vendor's status as a Miami Beach-based vendor, and his/her decision on whether a vendor is a Miami Beach-based vendor shall be final.**
- Q #2: Item #5 exterior window joint and control joint could be significant price difference?
- A #2: **Item #5 has been deleted. Please refer to the revised Appendix E, Bid Tender Form. Items 5A through 5C have been added.**
- Q #3: The scope is vague as it relates to type of service; commercial vs. residential; the purpose of sandblasting or stripping; location of the project; whether bidder has to get right of way permit and signage; and all these things affect cost, so it's difficult to bid.
- A #3: **The services covered under this ITB are not residential, but strictly commercial and for City owned facilities. Prospective bidder's bid price shall be inclusive of all materials, prep work, equipment and labor necessary to complete the described services per specifications. All projects will require a permit and contractor will be responsible for all fees.**

- Q #4: Prospective bidder was working on and had to pay for right of way, closure of sidewalks, signage and parking, therefore working on these type of buildings is different. Therefore, this affects the pricing. Will the City consider covering these costs?
- A #4: **With respect to parking and right-of-way, the City will be responsible for the costs. With respect to signage and the closure of sidewalks, the contractor will be responsible for the costs.**
- Q #5: Are permits required?
- A #5: **All projects need to be permitted and the contractor will be responsible for all permitting fees.**
- Q #6: Who pays for inspections and re-inspections?
- A #6: **Contractor is responsible for all inspection costs.**
- Q #7: Does the City have a budget estimate for this project?
- A #7: **There is no budget estimate for this project at this time.**
- Q #8: How many painting projects do you have a year? Can you give an estimate?
- A #8: **It will vary every year. The City anticipates having up to three (3) projects for the next fiscal year.**
- Q #9: The sizes of the exterior columns are not provided.
- A #9: **Prospective bidders are to provide price by square foot (SF) surface area, as the column sizes vary.**
- Q #10: The scope in Item #6.02 Waterproofing/Painting Application, states apply one coat but this won't give you the millage for the warranty so it needs to be two coats.
- A #10: **Item #6.02 Waterproofing/Painting Application, Letter C, has been revised as follows:**
- Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.**
- Q #11: In Appendix E, Bid Tender Form, line Item #6, Exterior Stucco/Concrete are two different items and may reflect two different prices, combining these together makes it tough to price and may cause the bid price to be high.
- A #11: **Item #6 has been deleted. Please refer to the revised Appendix E, Bid Tender Form line items #6A through 6E have been added.**
- Q #12: Please be advised that tuck pointing is done with mortar not sealant.
- A #12: **Please refer to the revised Appendix E, Bid Tender Form, line item #4A has been added.**

Q #13: Are line Items #1, 2, and 3 intentionally eliminated on the Bid Tender Form? Please clarify.

A #13: **Line items #1, 2, and 3 are included in the Bid Tender Form and request bidder to submit per square footage price.**

Q #14: What is the difference between the line Item #6 & line Item #9 found in the Bid Tender Form? Please clarify.

A #14: **Item #6 has been deleted.**

Q #15: If line Item #6 in the Bid Tender Form is trying to specify Restoration of the delaminated Stucco, the explanation does not relay the intent. Please clarify

A #15: **Item #6 has been deleted.**

Q #16: Line Item #5 of the Bid Tender Form combines the "exterior window joints and building expansion and or control joints. The price of the caulking varies based on the width and depth of the caulking. Since windows and expansion joints require different caulking, please clarify why they are combined in this line item.

A #16: **Item #5 has been deleted. Please refer to the revised Appendix E, and Bid Tender Form; Items #5A through 5C have been added.**

Q #17: Item #9: Exterior Vertical Stucco/CMU, Surface Painting/Waterproofing, 9.02 letter C specifies: "Apply minimum of one coat elastomeric to all surfaces to be painted". Please note that, no manufacturer will provide warranty on one coat of water proofing. Additionally, most of the City's buildings are old and have to be repaired substantially. One coat will not provide sufficient coverage and repair lines may be noticeable. Please review and advice.

A #17: **Item #9.02 Waterproofing/Painting Application, Letter C, has been revised as follows:**

**Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance. Primer and Coating must be applied to meet manufacturer required Millage Thickness to receive warranty. Dry Millage Tests will be performed by manufacturer and provided to the City verifying Millage Thickness and warranty adherence. Any Costs associated with this testing must be covered by the contractor. Data Sheets showing required Millage Thickness will be required with submittal for each project.**

Q #18: Bid Documents specify that the price quoted shall remain firm and fixed during the duration of the contract, and only upon renewal may the contractors be allowed to increase their price under certain guidelines. Please note that paint manufacturers raise prices once or twice a year. And it will be very difficult for a small painting contractor to keep their price fixed for three years. Please review and advice

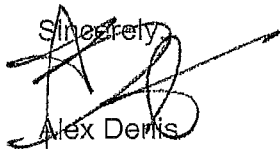
A #18: **Although price increases for materials is standard in the industry, the purpose of this ITB is to establish a contract, inclusive of all labor, equipment, supplies, materials, cost of transportation and supervision necessary to perform the services requested. Since the prices quoted shall remain firm during the initial term of the agreement, bidders should take this into consideration and factor in when submitting prices on the Bid Tender Form.**

- Q #19: Appendix C, Section C3.04 Services, Item #11, letter C, specifies Metal Primer for Wood. Please clarify.
- A #19: **This item has been revised as follows: Paint all surfaces with acrylic exterior coating for metal wood as specified.**
- Q #20: Appendix C, Section C3.04 Services, Item #12, letter C, Interior Painting Surfaces, specifies Metal Primer. Please clarify.
- A #20: **This item has been revised as follows: Paint all surfaces with acrylic interior coating for metal surface as specified.**
- Q #21: Appendix C, Item #6 "Exterior Stucco / Concrete Restoration and Waterproofing"; this does not apply to epoxy, latex, or oil, it only applies to primer, does prospective bidder leave the other items blank or placed a N/A.
- A #21: **Bid Tender Form has been revised to delete Item #6. Please submit a per square footage price for item numbers 6A, 6B, 6C, and 6D.**
- Q #22: Also, the Bid Tender Form indicates N/A in the spaces for square footage where a price may be required, such as line item #4 or stone repair, so please advise where the pricing per square footage should be indicated.
- A #22: **Bid Tender Form has been revised to include a price submittal per linear foot (LF) for item #4A, and a price per square foot (SF) for line item #4B.**

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

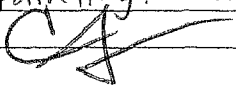
Sincerely,  
  
 Alex Denis  
 Procurement Director

**APPENDIX E  
"REVISED" BID TENDER FORM**

**Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)
			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
	<b>SERVICES</b>						
1	PRESSURE WASHING	0.15	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	1.25	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	1.50	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	1.20	0.99	1.10	0.20	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	1.50
4B	STONE REPAIR	12.00	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	1.09
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	1.30
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	0.90
6A	CONCRETE RESTORATION AND REPAIR	12.00	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	4.00	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	4.20	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	6.00	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	1.50
7	EXTERIOR LINTELS - PREPARE AND RESTORE	N/A	1.20	1.20	1.20	0.20	1.20
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	N/A	1.20	1.10	1.20	0.20	1.50
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	1.00	0.70	0.99	0.20	0.99
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A	1.00	0.70	0.99	0.20	0.99
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.00	0.70	0.99	0.20	0.99
12	INTERIOR PAINTING SURFACES	N/A	1.00	0.70	0.99	0.20	0.70

<b>Bidder's Affirmation</b>	
Company:	Inclan Painting and Waterproofing, Corp.
Authorized Representative:	Luis Inclan
Address:	12252 SW 138 Street
Telephone:	(786) 293-7428
Email:	info@inclanpainting.com
Authorized Representative's Signature:	

## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

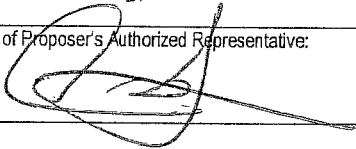
Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: <b>Mr. Luis Inclan</b>	Title of Proposer's Authorized Representative: <b>President</b>
Signature of Proposer's Authorized Representative: 	Date: <b>July 29, 2014</b>

State of FLORIDA )

County of Miami-Dade)

of Inclan, Corp., a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this 29<sup>th</sup> day of July, 2014, personally appeared before me Luis Inclan who stated that (s)he is the President



Notary Public for the State of Florida  
My Commission Expires: 03/20/18



**REBECA FERREIRA**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
Comm# FF104489  
Expires 3/20/2018



**INCLAN PAINTING & WATERPROOFING, CORP.**  
**DBA INCLAN CONSTRUCTION**

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SERVING FLORIDA SINCE 1995

References:

Reference #1

- 1) Firm name: Miami Dade County Parks, Recreation and Open Spaces Construction and Maintenance Division.
- 2) Contact Individual Name and Title: Mr. Dean Gaffney Construction and Renovation Supervisor 1.
- 3) Address: 11395 SW 79 Street. Miami Fl. 33173.
- 4) Telephone: (305)596-4460 Ext.282. Fax: (305)595-4612
- 5) Contact's Email: DeanG@miamidade.Gov
- 6) Narrative on Scope of Services Provided: We have provided Division 9; Painting, prime and finish, Stucco, Caulking, Concrete Restoration, DTM, sand blasting, shot blasting, and pressure cleaning; services throughout Miami Dade County. We have painted, repaired and provided services for several parks including Crandon Park, Tropical (Equestrian) Park, Trail Glades Shooting Range, and Tamiami Trail North Multiple Parks. Awards are granted and signed by Ms. Katherine Naranjo who assigns them to Mr. Gaffney. Please see attached for reference.  
  
[www.miamidade.gov/parks](http://www.miamidade.gov/parks)

Reference #2

- 1) Firm name: Miami Dade County Public Schools
- 2) Contact Individual Name and Title: Mr. Leonel J. Reyes,
- 3) Address: 1450 NE 2 Avenue, Miami. Fl. 33132, Room 352
- 4) Telephone: (305)995-4974 Fax (305)995-4908 Cell (786) 232-1529
- 5) Contact's Email: Reyes, Leonel J. [ljreyes@dadeschools.net]
- 6) Narrative on Scope of Services Provided: We have provided Division 9;





**INCLAN PAINTING & WATERPROOFING, CORP.**  
**DBA INCLAN CONSTRUCTION**

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SERVING FLORIDA SINCE 1995

Painting, prime and finish, Stucco, Caulking, Concrete Restoration, DTM, sand blasting, shot blasting, and pressure cleaning; services throughout Miami Dade County for Public Schools. Including but not limited to From Elementary to High School, from Community Learning Centers to Adult education centers. Our services have taken place at the schedule convenient to the facility and stated within the contract. This includes weekends, working during school hours, and/ or holidays. We have provided services to Arlington Heights Elementary, Liberty City Elementary, Doral and Madison Middle schools, Southwest Miami Sr. High, Felix Varela Sr. High school, and many more.

\*A list is available upon request.

Reference #3

- 1) Firm name: MG Construction
- 2) Contact Individual Name and Title: Mr. Mike Gomez, Owner and CEO of Mike Gomez Construction.
- 3) Address: 4200 NW 36th Street # 5A  
Miami, FL 33166.
- 4) Telephone: Phone (305) 876-8444 Fax (305)876-8357
- 5) Contact's Email: [dbak@mikegconst.com](mailto:dbak@mikegconst.com)
- 6) Narrative on Scope of Services Provided: We have provided Division 9; Painting, prime and finish, Stucco, Caulking, Concrete Restoration, DTM, sand blasting, shot blasting, and pressure cleaning; services for Mr. Mike Gomez throughout Miami Dade County. We have completed several project in Miami International airport through his firm and provided him with safety manuals, certified payrolls, and FBI fingerprint certifications for each job.

# APPENDIX F



MIAMI BEACH

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## Insurance Requirements

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



# MIAMI BEACH

## INSURANCE REQUIREMENTS GENERAL SERVICE AND MAINTENANCE CONTRACT

The vendor shall furnish to the Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, to include Contractual Liability, and Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be included as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

**The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**



**INCLAN LUIS**

**CTQB**  
Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

**03BS00456**

INCLAN PAINTING & WATERPROOFING CORP

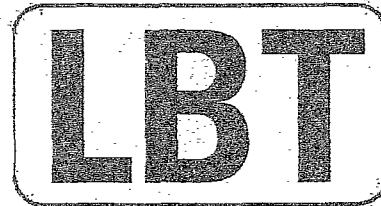
D.B.A.:

Is certified under the provisions of Chapter 10 of Miami-Dade County

**VALID FOR CONTRACTING UNTIL 09/30/2014**

002203

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



3781409

**BUSINESS NAME/LOCATION**

INCLAN PAINTING & WATERPROOFING CORP  
12252 SW 128 ST  
MIAMI FL 33186

**RECEIPT NO.**

**RENEWAL**  
3947638

**EXPIRES**  
**SEPTEMBER 30, 2014**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

INCLAN PAINTING & WATERPROOFING  
Worker(s) 3

**SEC. TYPE OF BUSINESS**

196 SPECIALTY BUILDING CONTRACTOR  
03BS00456

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**

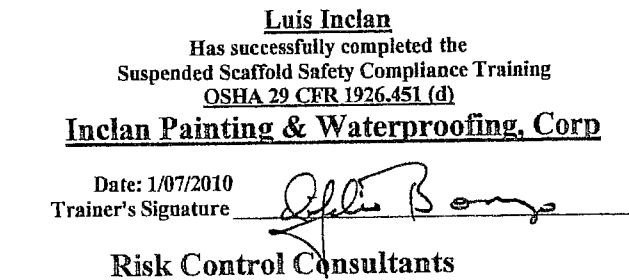
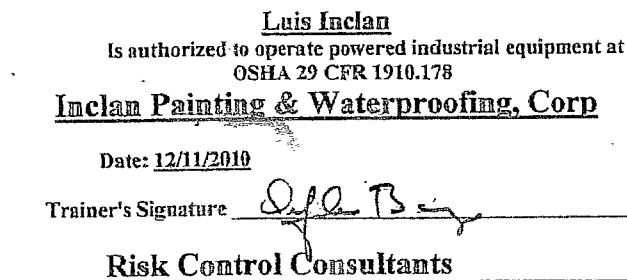
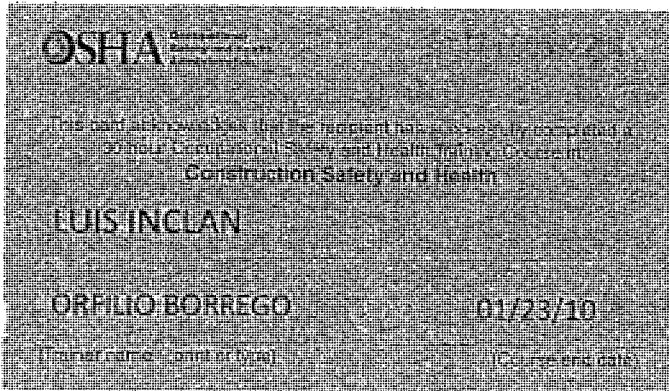
\$75.00 09/25/2013  
CREDITCARD-13-010683

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidadacounty.gov/taxcollector](http://www.miamidadacounty.gov/taxcollector)

# OSHA Certifications





miamidade.gov

Regulatory and Economic Resources  
Environmental Resources Management  
701 NW 1st Court • 7th Floor  
Miami, Florida 33136-3912  
T 305-372-6600 F 305-372-6893

PERMIT NO: IW5-017600-2014/2015 (REG)-MWSO  
INCLAN PAINTING & WATERPROOFING CORP.  
12252 SW 128 ST  
MIAMI, FL 33186-

PERMITTEE:  
Mr. Luis Inclan  
INCLAN PAINTING & WATERPROOFING CORP.  
12252 SW 128 ST  
MIAMI, FL 33186-

**INDUSTRIAL WASTE 5  
ANNUAL OPERATING PERMIT**

**DESCRIPTION OF FACILITY/EQUIPMENT**

This document, issued under the provisions of Chapter 24, Miami-Dade County (Dade County Environmental Protection Ordinance), shall be valid from May 01, 2014 through April 30, 2015. The above named permittee, is hereby authorized to operate the pollution control facility at the above location which consists of the following:

Facilities that handle hazardous materials and do not generate any waste. Served by sanitary sewer.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

**SPECIFIC CONDITIONS**

1. Facility shall have the ability to contain and collect any spill and properly dispose of contaminated materials. Accidental spills must be reported to this department within 24 hours at (305)372-6955.
2. Records of incoming and outgoing hazardous materials shall be maintained in an orderly manner and be made available to this department's representatives upon request. Records shall be kept for a period of three years.
3. All above ground tanks and storage areas for hazardous materials and hazardous waste (if allowed) must have secondary containment. Design and construction must have departmental approval.
4. If at any time pollution control facilities or procedures are found to be performing inadequately, the owner must provide immediate improvements to the operating techniques and/or additional equipment in order to operate in compliance with applicable regulations. Additionally, any significant changes in facility operations, processes or inventory of materials must be reported to this office in writing within 10 days.

**GENERAL CONDITIONS**

5. The applicant, by acceptance of this document, agrees to operate and maintain the subject operation so as to comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
6. If for any reason, the applicant does not comply with or will be unable to comply with any condition or limitation specified on this document the applicant shall immediately notify and provide the department with the following information: (a) a description of and cause of non-compliance; and (b) the period of non-compliance including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps taken to

FOR  
Lee N. Hefty, Assistant Director  
Department of Regulatory and Economic Resources,  
Environmental Resources Management



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

November 21, 2012

CERT. NO: 12647
Approval Date: 11/20/2012 - MICRO/SBE
Expiration Date: 09/30/2014

Ms. Ileana Inclan
INCLAN PAINTING AND WATERPROOFING, CORP.
12252 SW 128th St
Miami, FL 33186-0000

ANNUAL ANNIVERSARY: 11/20/2013

Dear Ms. Inclan:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Micro/Small Business Enterprise (MICRO/SBE) in accordance with section 2-8.1.1.1.1 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County RER website http://www.miamidade.gov/business/business-certification-programs.asp.

Thank you for doing business with Miami Dade County.

Sincerely,

[Signature]
Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

- CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
WATERPROOFING SYSTEMS AND REPAIR (MICRO/SBE)
PAVEMENT MARKING SERVICES (INCLUDING REMOVAL OF MARKINGS) (MICRO/SBE)
ELECTROSTATIC PAINTING (MICRO/SBE)
METAL COATING SERVICES: THERMAL SPRAY AND H.V.O.F. (HIGH VELOCITY OXY-FUEL) (MICRO/SBE)
SIGN PAINTING SERVICES (MICRO/SBE)
WEATHER AND WATERPROOFING MAINTENANCE AND REPAIR SERVICES (MICRO/SBE)
PAINTING, MAINTENANCE AND REPAIR SERVICES (INCLUDING CAULKING) (MICRO/SBE)
BUILDING MAINTENANCE AND REPAIR SERVICES (MICRO/SBE)

Delivering Excellence Every Day



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources  
Small Business Development

111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

November 21, 2012

CERT. NO: 12646  
Approval Date: 11/20/2012 - CSBE Level 1  
Expiration Date: 09/30/2014

Ms. Ileana Inclan  
INCLAN PAINTING AND WATERPROOFING, CORP.  
12252 SW 128th St  
Miami, FL 33186-0000

ANNUAL ANNIVERSARY: 11/20/2013

Dear Ms. Inclan:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Community Small Business Enterprise (CSBE) in accordance with section 10-33-02 of the Code of Miami Dade County.

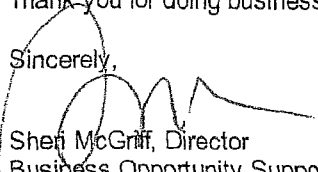
This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County RER website <http://www.miamidade.gov/business/business-certification-programs.asp>.

Thank you for doing business with Miami Dade County.

Sincerely,

  
Sheri McGriff, Director  
Business Opportunity Support Services  
Small Business Development Division  
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)  
PAINTING AND WALL COVERING CONTRACTORS (CSBE)  
OTHER BUILDING FINISHING CONTRACTORS (CSBE)

c: Keva Pace, Certification Specialist  
Veronica Clark, RER, SBD

*Delivering Excellence Every Day*



# PROCUREMENT DEPARTMENT

<b>DATE:</b>	October 1, 2014
<b>TO:</b>	Raul Aguila, City Attorney
<b>FROM::</b>	Lourdes Rodriguez, Procurement Department
<b>SUBJECT:</b>	Central Concrete Supermix, ITB 2014-057-ITB

## Routing


For: (check the one that applies)

<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Review and Lets Discuss
<input type="checkbox"/>	City Manager's Signature
<input type="checkbox"/>	Other Signature
<input checked="" type="checkbox"/>	Other – Review/Form Approval

## Comments:

Raul,  
  
Attached, please find an agreement with Central Concrete Supermix, for form approval.  
  
Thank you,  
  
Lourdes

**Return to:**

Lourdes Rodriguez, ext 6652

**Date Needed:**

# APPENDIX C



MIAMI BEACH

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## Minimum Requirements & Specifications

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### ITB 2014-191 CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**C1. Minimum Requirements.** The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Bidder must have a valid Painting license issued by Miami-Dade County.
2. Bidders must have regularly engaged in the business of providing the services as described in this Bid for a minimum of three (3) years.
3. Bidder shall submit at least three (3) references for whom the Bidder has completed work or is currently working on a project similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

**C2. Statement of Work Required.** The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide Painting (Interior And Exterior) And Waterproofing Services for building facilities and bridges located within the City of Miami Beach (the "City") for the Department of Property Maintenance in accordance with the prescribed specifications and requirements. The City desires to set a standard for quality materials and a cost associated with the aforementioned services City Wide. It is the intent of the City to have proper materials installed for the proper application with the proper preparation.

**C3. Specifications.** Contractor shall provide all labor, equipment, supplies, materials, cost of transportation and supervision necessary to perform the services requested in this ITB. In addition to any specifications or requirements contained in this ITB, all work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

### **C3.01 MATERIALS**

All bids shall be based on the materials specified for use on this project. Requests for material substitutions by the Contractor must be accompanied by documentation's from the manufacturer, stating that the substitute material is suitable use on this project and stamped by a local Florida Engineer. Actual test data must be submitted to insure the requested substitute material performs and meets the technical performance requirements of the specified material. Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

#### **Polyurethane Sealant Materials**

- A. Tuff Stuff (or approved equivalent). One part, non sag, 100% modulus polyurethane sealant meeting ASTM C719, capable of 550% Elongation per ASTM D412 and Tensile Strength of 175 psi. and physically and chemically acceptable for the intended used; colors to be selected by the City Representative from Manufacturers standard color selection.
- B. Primer; By same manufacturer as sealant; suitable for substrate and existing conditions; submit manufacturer's literature, spec. data, an recommendations (based upon adhesion tests) to the City Representative for approval.

- C. Joint Backing/Bond Breaker:
  - 1. Backer Rod: Closed - Cell polyethylene foam: size to fit application.
  - 2. Bond Breaker Tape: Adhesive-backed polyethylene tape; size to fit application.
- D. Plastic Weep Tubes with Screens: Suitable for joint size and application; compatible with polyurethane sealant; submit sample to the City Representative for approval.

### **Masonry Materials**

- A. Mortar for Masonry Repointing/Repairs: ASTM C-270, latest edition, Type N; mortar may utilize either premixed masonry cement with lime, or Portland cement with hydrated lime, and sand with a 1:1:6 proportions; compressive strength of mortar must be in accordance with ASTM C-270, but under no circumstances harder than the masonry units or original mortar. The Contractor is required to match the strength, texture, and color of existing mortar as closely as possible, and undertake all testing and analysis of existing mortar as part of this Contract. Submit all test analysis and data and submit a sample of mortar(s) to be used on this project for approval the City Representative, with documentation of specifications, properties, and proportions.
- B. Premixed masonry cement: Custom Masonry Cement Type N (or approved equivalent) as approved by the City Representative; color to match existing, as approved by the City Representative.
- C. Lime: ASTM C-207, Type S, hydrated lime for masonry purposes.
- D. Cement: Non-staining white cement; ASTM C-150, Type II, with no more than 0.60% alkali, nor more than 0.15% water-soluble alkali.
- E. Sand: ASTM C-144 ; match color, size, and texture of existing sand as closely as possible.
- F. Water: Potable and free of deleterious amounts of acids, alkalis, and other materials.
- G. Replacement Brick Units: Match existing in size, color, texture and compressive strength as closely as possible; submit replacement brick units for approval by the City Representative, with manufacturing and test data, and specifications.
- H. Cleaning Product for Brick Masonry: Cleaner suitable for cleaning brick masonry. Submit product data sheet for approval by the City Representative. Sample areas of masonry cleaning will be required. All cleaning products must be approved before use.
- I. Brick mortar joints shall be installed, allowed to cure and then inspected by the City Representative. An approval on the color and texture match shall be given by City Representative prior to proceeding with the entire building or structure.

- J. Seal-A-Pore (or approved equivalent) . Solvent based silicone solution designed to damp proof above ground masonry surfaces. Sealer is a transparent, colorless or amber thin liquid. 10% Typical Resin Solids, Density of 6.7lb/ gal at 77 Degrees F. Sealer must be installed in an immediate 2 coats within 5 minutes of each other.

### **Stucco/ CMU (Concrete Masonry Unit) Block Waterproof Materials**

- A. Emulsified Acrylic Coating: Tuff-Coat (or approved equivalent) for damp proofing and beautifying all types of exterior and interior masonry surfaces such as concrete, brick work, stucco and exterior insulation finishing systems. Tuff-Coat (or approved equivalent) has the following physical properties: Tensile Strength: 160 psi (ASTM D-2370), Elongation: 585% (ASTM D-2370), Water Vapor Permeability @ 10 mils: 20 Perms (ASTM D-1653), Solids by Volume: 47.4%
- B. Urethane Sealant: Tuff-Coat (or approved equivalent) single-component polyurethane sealant for joints and cracks in masonry surfaces.
- C. Cement-based patching compound: Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching material designed to patch concrete surfaces where quick permanent repairs are desired.
- D. Epoxy-based patching compound: Fill-Loc (or approved equivalent) is a two-component, VOC compliant, 100% solids epoxy patching product designed to make repairs to small surface imperfections prior to applying a thin coating.
- E. Epoxy-based primer: Uni-Prime is a water based, two-component, VOC compliant, epoxy primer design to prep general surfaces to be coated.
- F. Polyester Tape: Dura-Walk Polyester Tape is a fusion bonded fabric polyester designed to be a reinforcement fabric over cracks or joints.
- G. Misc. Accessories: All items incorporated into this system shall be compatible with and approved by coating manufacturer.

NOTE: Allow additional material for rough or irregular surfaces and up to 5% for material loss during application.

### **Brick / Masonry Sealant Material**

- A. Seal-A-Pore (or approved equivalent). Solvent based silicone solution designed to damp proof above ground masonry surfaces. Sealer is a transparent, colorless or amber thin liquid. 10% Typical Resin Solids, Density of 6.7lb/ gal at 77 Degrees F. Sealer must be installed in an immediate 2 coats within 5 minutes of each other.

### **Stucco/ CMU (Concrete Masonry Unit) Block Repair Materials**

- A. Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching material designed to patch concrete surfaces where quick and permanent repairs are needed. Flexural strength 3x4x16" at 550psi, compressive strength of 1hour = 200psi and 28 days = 8,500 psi. Repair materials shall be used to repair / replace large areas of Stucco or CMU Block. The repair materials shall be as the original manufacturer used on this building. A close match shall be achieved. A small area shall be done on the window panels and other areas, allowed to cure then inspected and approved before proceeding.
- B. Fill-Loc Crack Repair (or approved equivalent) a two component, 100% epoxy concrete patching material for vertical and horizontal surface imperfections. Flexural strength per ASTM D790 of 8,045 psi, tensile strength of ASTM D638 of 5,600 psi, Compressive strength of ASTM D638 of 7,410 psi.

### **Lintel Restoration Materials**

- A. Lintel materials shall be zinc oxide primer, then exterior, metal rust inhibitive paint.

### **Column Restoration Materials**

- A. See section 2.04 and 2.06 Column restoration coating shall be equivalent to those sections and color to match the approved color by the City.

### **Metal/ Wood Restoration Materials**

- A. Metals:
  - 1. Unprimed Ferrous Metal Surfaces: Prime with one coat metal primer, (or approved equivalent) Metal Primed 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 2. Shop-Primed Ferrous Metal Surfaces: Touch-up with metal primer 33-010 (or approved equivalent), or Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 3. Galvanized Surfaces: Prime with one coat Rust Go Galvanized Metal Primer, Red, 33-100.
  - 4. Mill-Finished Aluminum Surfaces: Prime with one coat metal primer 33-010 (or approved equivalent), or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 5. Copper: Prime with one coat Alkyd White Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.

6. Stainless Steel: Prime with one coat two-component vinyl wash etching primer, as recommended by finish coating manufacturer, followed by one coat Alkyd White Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  7. Rust Go Top Coat Gloss (or approved equivalent), Alkyd-Urethane: Two coats Gloss Enamel, Urethane Modified, 12-Series.
- B. Wood Siding, Rough Textured - Opaque Finish:
1. Primer: One coat, type as recommended by finish coating manufacturer for substrate.
  2. Flat: One coat 100% Acrylic Exterior High Build Flat, Tintable White, 16-302; applied at 16-23 mils wet.
- C. Wood, Unless Otherwise Indicated - Opaque Paint Finish:
1. Primer: Minimum one coat Exterior Wood Primer Alkyd/Oil Formula; color 08-023 White or 08-005 Deep Base, and/or paint to cover as recommended by finish coating manufacturer for colors of finish coats.
  2. Satin: Minimum and/or paint to cover two (2) coats Exterior Acrylic Satin House Paint, 11-Series.
  3. Semi-Gloss: Minimum and/or paint to cover two (2) coats Exterior Acrylic Semi-Gloss House Paint, 03-3x Series.
  4. Gloss: Minimum and/or paint to cover two (2) coats House & Trim Exterior Alkyd/Oil Gloss, 10-Series.

### **Interior Paint Materials**

- A. Drywall/ Wood/ Interior Metal Finishes:
1. UNI-Latex (or approved equivalent) is a premium interior latex flat coating with excellent hiding and superior wash ability. Can be used on primed metal and non-bleeding types of wood.
  2. Where to Use: Interior walls, ceilings and primed woodwork/ metal. Drywall, plaster, painted wood, brick, masonry, concrete or cinder block, primed metal and composition board.
  3. Total Solids by Volume 37%, pigment by weight 40%, Total Solids by weight 54%
- B. Alternate Enamel 100% Acrylic Low Odor Paint:
1. Scrub-Master Enamel 100% Acrylic Low Odor Paint (or approved equivalent) – Interior Low Sheen Enamel by UCI (or approved equivalent) is an interior paint for interior surfaces that is quick drying low odor and low VOC and is excellent for hiding and providing wash-ability.

2. Where to Use: Interior walls, ceilings and primed woodwork/ metal. Drywall, plaster, painted wood, brick, masonry, concrete or cinder block, primed metal and composition board.

3. Total Solids by Volume 34%, pigment by weight 31%, Total Solids by weight 49%

### **C3.02 PREP WORK**

Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards. For each service type the following Standard Procedures must be followed when doing Prep Work.

#### **A. Sealant Replacement**

1. Remove existing sealant and clean all surfaces to receive new sealant. Verify that the existing surfaces along the joints are clean, dry, frost-free, secured and properly prepared. Depending upon the substrate, or presence of dust, loose concrete or laitance, waterproofing, etc., the joint surface may require a thorough wire brushing, grinding, solvent cleaning, and/or priming. All surfaces must be properly prepared in strict accordance with the Manufacturer's specifications, and to the satisfaction of the City Representative.
2. Properly mask adjoining surfaces to prevent contact of primer/sealant with surfaces that could be permanently stained or damaged by such contact, or by cleaning methods required to remove primer/sealant smears.
3. Install new backer rod to provide support of sealant during application, and at a position required to produce the cross-sectional shapes and depths relative to joint widths, which allow optimum sealant movement. Do not leave gaps between ends of backer rod. Do not stretch, twist, puncture, or tear backer rod. Immediately remove backer rod which has become wet prior to sealant application, and replace with dry materials.
4. Where backer rod cannot be used, install bond breaker tape in between sealant and back of joint, to prevent third-side adhesion.
5. Prime joint substrates as recommended by the Manufacturer, based upon adhesion tests performed specifically for the substrate. Apply primer in strict compliance with Manufacturer's recommendations. Take care to confine primer to areas of joint sealer bond, and do not spillage or migration onto adjoining surfaces.
6. Ensure that all weep holes in the window frames are left exposed and effective. Any weep holes found to be clogged will be cleaned as necessary to allow for proper expulsion of moisture from within the window frame systems.
7. Install sealant by the proven techniques that result in sealant directly contacting and fully wetting joint substrates, completely filling each joint configuration. Provide uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.



8. Application nozzle should be kept in the sealant and moved in a continuous motion (to provide a steady flow of sealant preceding the nozzle) in order to avoid air entrapment. Overlapping of sealant shall also be avoided, to eliminate the entrapment of air.
9. Immediately after sealant application and prior to skinning and curing, properly tool sealant to form a smooth, uniform bead, to eliminate air pockets and ensure proper contact and adhesion of sealant with sides of the joint. Tooling agents which discolor sealants or adjacent surfaces shall not be utilized.

**B. Metal/ Wood Surfaces**

1. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
2. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
3. Mildew, Algae, and Fungus: Remove using materials and methods recommended by coating manufacturer.
4. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
5. Remove or protect hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings which are adjacent to surfaces to receive coatings.
6. Disconnect equipment adjacent to surfaces indicated to receive coatings.
7. Move equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
8. Protect surfaces not indicated to receive coatings which are adjacent to surfaces indicated to receive coatings.
9. Do not allow coatings on surfaces not indicated to receive them.
10. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer, and as follows:
11. Existing Coatings:
  - A. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.

- B. If presence of lead in existing coatings is suspected, cease surface preparation of existing coating and notify Architect immediately.
12. Ferrous Metals, Unprimed: Remove rust or scale, if present, by wire brush cleaning, power tool cleaning, or sandblast cleaning; remove grease, oil, and other contaminants which could impair coating performance or appearance by solvent cleaning, with phosphoric-acid solution cleaning of welds, bolts and nuts; spot-prime repaired welds with specified primer.
  13. Ferrous Metals, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.
  14. Galvanized Steel: Wipe down surfaces using clean, lint-free cloths saturated with mineral spirits or lacquer thinner; wipe dry using clean, lint-free cloths.
  15. Stainless Steel: Clean surfaces by pressurized steam, pressurized water, or solvent washing.
  16. Wood:
    1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
    2. Apply primer coat to back of wood trim and paneling.
  17. Polyvinyl Chloride (PVC) Pipe: Remove ink markings by wiping down with clean-lint-free cloths saturated denatured alcohol.

### **C3.03 PROTECTION AND CLEAN UP**

For each service type the following Standard Procedures must be followed when providing service.

#### **A. Protection and Preparation:**

1. Protect all areas surrounding working space from excessive debris. In addition, protect all areas above, below, and adjacent to the work area from the migration all contaminants.
2. Conduct an inspection of the work areas prior to the commencement of work, and notifying the City Representative, in writing, of any observed existing damage to mechanical, plumbing, electrical, windows, screens, metal coping, or other systems which may be affected by the work.

#### **B. Clean Up**

1. Clean all areas around where work was performed. Clean windows, ground and any trim on building or structure.

2. It is recommended that photographs be taken by the contractor of any damaged sidewalks, asphalt pavement or exterior building or landscape damage prior to start of any work. The contractor will be responsible for the replacement or repair of any damage to the exterior of the building, landscaping, concrete sidewalks or asphalt paved parking surfaces. The entire building and grounds will be inspected by the City Representative and any damage shall be made good to the City without discussion.

### **C3.04 SERVICES**

Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

#### **ITEM #1: PRESSURE WASHING**

- A. All plants, shrubbery and other building or structure decorations shall be protected at all times and not damaged during the cleaning process.
- B. Tri-sodium phosphate, simple green, denatured alcohol or a mild soap solution shall be used in the cleaning process depending on manufactures recommendations.
- C. Wire brush all metal to remove surface rust and repair rusted areas before pressure cleaning.
- D. Four Thousand (4000) psi water blaster with a 0 degree oscillating tip shall be used.
- E. Tampico brushes (or approved equivalent) shall be used.
- F. All surfaces to be cleaned will be pre-wet then the solution applied and allowed to set 3 to 5 minutes before rinsing.
- G. The wand end shall be held no closer than two 2' from the building or structure to avoid damage to mortar joints.
- H. All exterior surfaces shall be cleaned in this manner on the entire building or structure.
- I. On areas of heavy staining a second wash shall be required to insure all debris is removed prior to the waterproofing application.
- J. Efflorescence treatment shall be applied to remove any excess efflorescence.

#### **ITEM #2: SAND BLASTING**

- A. Surface Cleaning: Prepare the surface to be free of foreign material in reference to sand or gravel, lack of binder.
- B. Sand blasting: Prepare surface by sand blasting, a system of cutting or abrading a surface such as concrete by a stream of sand ejected from a nozzle at high speed by compressed air; often used for cleanup of horizontal construction joints or for architectural exposure of aggregate."

**ITEM #3: STRIPPING**

- A. Stripping: Removal of rust, existing coatings or thin layers of pay material by mechanical or chemical means. Shot blasting, sand blasting or stripping by chemicals must be self-contained, have proper pedestrian safety and fully cleaned up work area after procedure each day. Completely remove old finish to substrate before applying new coating systems.
- B. Stripping shall include removal of any surface rust or rust build up to properly prepare for coating. Any surface rust must be properly treated, and rusted through areas must be properly repaired and patched.

**ITEM #4: STONE REPAIR, TUCKPOINTING, JOINT SEALANT REPLACEMENT CLEAN AND SEAL:**

Clean all exterior surfaces, tuck point all defective masonry joints, repair damaged brick, coat all brick surfaces with the specified clear, penetrating silicone sealant.

- A. Cut or rake out cracked / deteriorated mortar joints (as approved by the City Representative) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away / remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.
- B. Verify that all joints to be repointed are clean and properly prepared.
- C. Replace and / or repair cracked, broken, and spalled brick masonry units as necessary, and as approved by the City Representative.
- D. Carefully proportion mortar, and pre hydrate all tuck pointing mortar. To pre hydrate mortar, thoroughly mix all ingredients dry, then mix again, adding only enough water to produce a damp mix which will retain its form when pressed into a ball. After keeping mortar in this dampened condition for one to two hours, add sufficient water to bring it to proper consistency.
- E. Repoint and build in new mortar joints following the best possible practices and techniques, as established by the Brick Institute of America. New joint work to match and align with existing, with joints coursing true and level, with faces plumb and in line. Dampen joints just prior to tuck pointing. Apply pre hydrated mortar in thin layers until joints are completely filled. Tool joints to a smooth, flush, watertight finish. Remove excess mortar from masonry face, hand clean with light soap solution and fiber brushes, and rinse immediately with a clean water wash. All masonry repainting/repair work must be fully-cured and approved by the City Representative.

**ITEM #5: EXTERIOR WINDOW JOINTS & CONTROL JOINTS:** Remove all deteriorated caulking, grind out joints, clean, prime all contact joints, install new closed cell backer rod / bond breaker tape as needed, and install new specified modified urethane sealants on all Control and Window joints.

- A. Cut or rake out cracked / deteriorated mortar joints (as approved by the City Representative) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away / remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.

- B. Verify that all joints to be repointed are clean and properly prepared.
- C. Replace and / or repair cracked, broken, and spalled brick masonry units as necessary, and as approved by the City Representative.
- D. Carefully proportion mortar, and pre hydrate all tuck pointing mortar. To pre hydrate mortar, thoroughly mix all ingredients dry, then mix again, adding only enough water to produce a damp mix which will retain its form when pressed into a ball. After keeping mortar in this dampened condition for one to two hours, add sufficient water to bring it to proper consistency.
- E. Repoint and build in new mortar joints following the best possible practices and techniques, as established by the Brick Institute of America. New joint work to match and align with existing, with joints coursing true and level, with faces plumb and in line. Dampen joints just prior to tuck pointing. Apply pre hydrated mortar in thin layers until joints are completely filled. Tool joints to a smooth, flush, watertight finish. Remove excess mortar from masonry face, hand clean with light soap solution and fiber brushes, and rinse immediately with a clean water wash. All masonry repainting / repair work must be fully-cured and approved by the City Representative.

**ITEM #6: EXTERIOR STUCCO/ CONCRETE RESTORATION AND WATERPROOFING:** Clean all exterior stucco/ vertical concrete surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

6.01 EXTERIOR STUCCO/BRICK MASONRY CLEANING

Clean exposed brick masonry surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the masonry. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must be submitted and approved by the City Representative, and used in strict accordance with the Manufacturer's specifications protecting adjacent materials.

6.02 WATERPROOFING/ PAINTING APPLICATION

Includes the Stucco, CMU Block, Columns and any other elastomeric coating areas.

- A. Remove all rust, dirt, debris, loose and non-bonded coatings, and all other deleterious materials from all surfaces to be painted. All areas are to be clean prior to coating.
- B. Apply approved primer to all surfaces to be painted and allow ample drying (curing) time, as recommended by the Manufacturer.
- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance.

6.03 WATER REPELLENT / TREATMENT FOR BRICK/STUCCO

- A. Once all repairs, replacement, cleaning, etc. have been performed, apply specified water repellent using a low pressure garden spray technique. Apply at a rate sufficient to create a 3 to 5 inch run down to insure the substrate is saturated.
- B. Allow sufficient drying (curing) time per manufacturer's specification.
- C. Perform water tests in random areas to insure repellent has been applied properly and a sufficient amount has been applied.

**ITEM #7: EXTERIOR LINTELS – PREPARE AND RESTORE:** Clean all exterior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

LENTIL PREPARATION AND RESTORATION

- A. All lintels shall be cleaned, grinded and sanded to remove all rust and debris.
- B. Prime all lintels with zinc oxide primer.
- C. Coat all lintels with elastomeric exterior metal coating.

**ITEM #8: EXTERIOR COLUMNS – PREPARE AND RESTORE:** Clean all exterior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

COLUMN TREATMENT

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary.
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all columns with acrylic exterior coating as specified.

**ITEM #9: EXTERIOR VERTICAL STUCCO / CMU SURFACE PAINTING/ WATERPROOFING:** Clean all exterior, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

9.01 EXTERIOR STUCCO/BRICK MASONRY CLEANING

Clean exposed brick masonry surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the masonry. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must be submitted and approved by the City Representative, and used in strict accordance with the Manufacturer's specifications protecting adjacent materials.

### 9.02 WATERPROOFING/ PAINTING APPLICATION

Includes the Stucco, CMU Block, Columns and any other elastomeric coating areas.

- A. Remove all rust, dirt, debris, loose and non-bonded coatings, and all other deleterious materials from all surfaces to be painted. All areas are to be clean prior to coating.
- B. Apply approved primer to all surfaces to be painted and allow ample drying (curing) time, as recommended by the Manufacturer.
- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance.

### 9.03 WATER REPELLENT / TREATMENT FOR BRICK/STUCCO

- A. Once all repairs, replacement, cleaning, etc. have been performed, apply specified water repellent using a low pressure garden spray technique. Apply at a rate sufficient to create a 3 to 5 inch run down to insure the substrate is saturated.
- B. Allow sufficient drying (curing) time per manufacturer's specification.
- C. Perform water tests in random areas to insure repellent has been applied properly and a sufficient amount has been applied.

**ITEM #10: EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES:** Clean all exterior, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### SURFACE TREATMENT & COATING

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary. Stripping as per specifications must be done prior
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with enamel exterior coating for metal as specified.

**ITEM #11: EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES:** Clean all exterior stucco and concrete, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### SURFACE TREATMENT & COATING

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary. Stripping as per specifications must be done prior
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with acrylic exterior coating for metal as specified.

**ITEM #12: INTERIOR PAINTING SURFACES:** Clean all interior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a premium interior paint color to match the building colors as selected by the City.

SURFACE TREATMENT & COATING

- A. Clean and repair all interior surfaces properly per specifications.
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with acrylic interior coating for metal as specified.

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# PORTLAND CEMENT — LIME MIX



UNITED STATES

## PRODUCT DESCRIPTION

Portland Cement-Lime Mix for masonry mortars.

### Basic Use

CEMEX Portland Cement-Lime Mix is specially formulated and manufactured to produce masonry mortar for use in brick, block, and stone masonry construction.

### Composition and Materials

CEMEX's Portland Cement-Lime Mix is a factory blended product consisting of ASTM C150 portland cement and ASTM C207 (Type S) hydrated lime. These components are proportioned under controlled conditions to assure product consistency.

### Types

CEMEX's Portland Cement-Lime Mix products are produced in Type N, Type S and Type M strength levels for use in preparation of ASTM Specification C270 Type N, S or M cement-lime mortars, respectively.

## INSTALLATION

### Mixing

This Portland Cement-Lime Mix, when mixed with 1:2¼ to 1:3½ cubic feet of sand meeting ASTM C144 Specifications, will produce a mortar that meets the property specification requirements of ASTM C270 for Type N, Type S, or Type M portland cement-lime mortar (Table 1). Machine mixing should be used whenever possible. First, add most of the water and half the sand. Next, add the portland cement-lime mix and the rest of the sand. After one minute of continuous mixing, slowly add the rest of the water. Mixing should continue for at least three minutes; extending mixing up to five minutes improves mortar qualities.

### Admixtures

No admixtures should be used without the written approval of the architect or engineer of record.

### Hot Weather Construction

Mortars exposed to hot winds and full sun will tend to lose workability due to the evaporation of water. Common sense precautions should be taken to protect the mortar such as shading the mixer, wetting mortar boards, covering wheelbarrows and tubs, and balancing mortar production to meet demand. If it is necessary to restore workability,

mortar may be retempered by adding water and remixing. No mortar shall be used beyond 2½ hours after mixing. Please note that retempering may result in color variations of the mortar.

### Cold Weather Construction

Mortar should be maintained at a minimum temperature of 40° F as prescribed by applicable standards. No admixtures should be used without the written approval of the architect or engineer of record.

## Proportion Specifications

TABLE 1 Cement-Lime - Proportions by Volume (ASTM C270)			
Mortar Type	Portland Cement or Blended Cement	Hydrated Lime or Lime Putty	Sand
N	1	Over ½ to 1 ¼	2¼ - 3
S	1	Over ¼ to ½	2¼ - 3
M	1	¼	2¼ - 3

## Property Specifications

Under the property requirements of ASTM C270, cement-to-sand proportions for laboratory mixed mortar are to be in the range of 1:2¼ to 1:3½, and should meet the requirement outlined in Table 2.

TABLE 2 Physical Requirements for Cement-lime Mortars (ASTM C270)			
Mortar Type	Compressive Strength 2" Cubes at 28 days Min., psi (MPa)	Water Retention Minimum %	Maximum % Air
N	750 (5.2)	75	14
S	1800 (12.4)	75	12
M	2500 (17.2)	75	12

No changes should be made in the field to the laboratory established proportions for mortar that has been tested and accepted under the property specification, except for the quantity of mixing water.

Materials with different physical characteristics than those used in the laboratory should also not be used

in the field without testing for compliance with the property specifications

#### **Limitations**

CEMEX's Portland Cement-Lime products are designed to be mixed with sand and water. The addition of any other materials to this product at the job site is not required or recommended

#### **TECHNICAL DATA**

##### **Applicable Standards**

The following standards apply to the use of CEMEX's Portland Cement-Lime products:

ASTM C150 (*Standard Specification for Portland Cement*)

ASTM C207 (*Standard Specification for Hydrated Lime for Masonry Purposes*)

ASTM C144 (*Standard Specification for Aggregates for Masonry Mortar*)

ASTM C270 (*Standard Specification for Mortar for Unit Masonry*)

ASTM C780 (*Standard Test Method for Pre-construction and Construction Evaluation of Mortar for Plain and Reinforced Unit Masonry*)

#### **Water**

All water should be clean and free from organic material and deleterious amounts of dissolved acids, alkalies and salts.

#### **Precautions**

Freshly mixed cement, mortar, grout or concrete may cause minor skin irritations. Avoid direct contact with skin and eyes and if contacted, wash exposed areas promptly with water. Refer to the applicable CEMEX product MSDS prior to use which may be obtained by calling 1-800-99-CEMEX (23639).

#### **Availability**

CEMEX's Type N, S, and M Portland Cement-Lime Mix is available in bulk and bags in some market areas, and can be ordered by contacting us at 1-800-99-CEMEX (23639).

#### **WARRANTY**

CEMEX warrants that the products identified are in accordance with the appropriate current ASTM specifications. No one is authorized to make any modifications or addition to this warranty. **CEMEX makes no warranty or representation either expressed or implied with respect to this product and disclaims any implied warranty of merchantability or fitness for a particular purpose.**

As CEMEX has no control over other ingredients mixed with this product or the final application, CEMEX does not and cannot warrant the finished work.

**In no event shall CEMEX be liable for direct, indirect, special, incidental or consequential damages arising out of the use of this product, even if advised of the possibility of such damages. In no case shall CEMEX's liability exceed the purchase price of this product.**

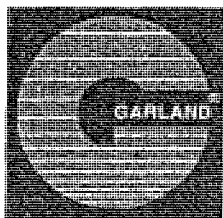
#### **TECHNICAL SERVICES**

CEMEX personnel are available to provide technical assistance by contacting the number previously listed.

CEMEX, Inc.  
OPERATIONS HEADQUARTERS  
209 Gessner Rd. Suite 1900  
Houston, Texas 77056  
Tel: 800-8100, 330-389-2600  
WWW.CEMEXUSA.COM



# Safety Data Sheet



since 1895

<b>NFPA</b>	<b>WHMIS</b>	<b>PPE</b>	<b>Transport Symbol</b>
			Not regulated, non-bulk

Preparation Date 08-Dec-2006

Revision Date 17-Feb-2014

Revision Number 10

## 1. PRODUCT AND COMPANY IDENTIFICATION

**Product Name** Seal-A-Pore  
**Product Code** 1711  
**UN-No** UN1993

**Contact Manufacturer**

The Garland Company, Inc.  
 3800 East 91st. Street  
 Cleveland, Ohio 44105-2197  
 Ph: (800) 762-8225 Fax: (216) 641-0633

Garland Canada, Inc.  
 209 Carrier Dr.  
 Toronto, Ontario M9W 5Y8  
 Ph: (416)747-7995 (800)387-5991  
 Fax: (416)747-1980

**Emergency Telephone Number** 1-800-762-8225 (24 Hrs.)

## 2. HAZARDS IDENTIFICATION

**Emergency Overview**

Combustible material

**Appearance** - Colorless

**Physical State** - Liquid

**Odor** - Petroleum distillates

**Mexico - Grade** Moderate risk, Grade 2

**Potential Health Effects**

**Principle Routes of Exposure** Eye contact. Skin contact. Inhalation. Ingestion.

**Acute Effects**

<b>Eyes</b>	Avoid contact with eyes.
<b>Skin</b>	May cause eye/skin irritation.
<b>Inhalation</b>	May cause irritation of respiratory tract.
<b>Ingestion</b>	Ingestion can cause irritation to mucous membranes.

**Chronic Effects** Repeated contact may cause allergic reactions in very susceptible persons

See Section 11 for additional Toxicological information.

**Aggravated Medical Conditions** Skin disorders. Liver disorders. Kidney disorders. Central nervous system.

Interactions with Other Chemicals Not available

Potential Environmental Effects See Section 12 for additional Ecological information.

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS-No	Weight %
Ethyl Benzene	100-41-4	1 - 5
Nonane	111-84-2	1 - 5
Isooctyl trimethoxy silane	34396-03-7	1 - 5
Methanol	67-56-1	0.1 - 1
Naphthalene	91-20-3	0.1 - 1
Stoddard solvent	8052-41-3	60 - 100
Pseudocumene	95-63-6	1 - 5

### 4. FIRST AID MEASURES

<b>General Advice</b>	Immediate medical attention is required. Show this safety data sheet to the doctor in attendance. Remove from exposure, lie down.
<b>Eye Contact</b>	Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Keep eye wide open while rinsing. Remove from exposure, lie down. Call a physician immediately.
<b>Skin Contact</b>	Wash off immediately with soap and plenty of water removing all contaminated clothes and shoes.
<b>Inhalation</b>	Move to fresh air. Call a physician immediately.
<b>Ingestion</b>	Do not induce vomiting. Call a physician or Poison Control Center immediately. Never give anything by mouth to an unconscious person.
<b>Notes to Physician</b>	Treat symptomatically.
<b>Protection of First-aiders</b>	Use personal protective equipment. Avoid contact with skin, eyes and clothing. Remove all sources of ignition.

### 5. FIRE-FIGHTING MEASURES

<b>Suitable Extinguishing Media</b>	Foam. Dry powder. Dry chemical. Carbon dioxide (CO <sub>2</sub> ).
<b>Unsuitable Extinguishing Media</b>	Do not use a solid water stream as it may scatter and spread fire.
<b>Hazardous Combustion Products</b>	Carbon monoxide, Carbon dioxide (CO <sub>2</sub> ), Hydrocarbons.
<b>Explosion Data</b>	
Sensitivity to mechanical impact	No
Sensitivity to static discharge	Yes

#### Specific Hazards Arising from the Chemical

Keep product and empty container away from heat and sources of ignition.

**Protective Equipment and Precautions for Firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Standard procedure for chemical fires.

**NFPA**

Health 1

Flammability 2

Instability 0

**6. ACCIDENTAL RELEASE MEASURES**

<b>Personal Precautions</b>	Use personal protective equipment. Keep people away from and upwind of spill/leak. Remove all sources of ignition. Evacuate personnel to safe areas. Ensure adequate ventilation.
<b>Environmental Precautions</b>	Prevent further leakage or spillage if safe to do so. Prevent product from entering drains.
<b>Methods for Containment</b>	Dike with inert absorbent material
<b>Methods for Cleaning Up</b>	Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
<b>Other Information</b>	Not applicable

**7. HANDLING AND STORAGE**

<b>Handling</b>	Wear personal protective equipment. Do not breathe vapors or spray mist. Ensure adequate ventilation. Keep away from open flames, hot surfaces and sources of ignition. Take precautionary measures against static discharges. Use only in an area containing flame proof equipment. To avoid ignition of vapors by static electricity discharge, all metal parts of the equipment must be grounded.
<b>Storage</b>	Keep in properly labeled containers. Keep tightly closed in a dry and cool place.

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION****Exposure Guidelines**

Chemical Name	ACGIH TLV	OSHA PEL	Ontario TWAEV	Mexico
Ethyl Benzene	TWA: 100 ppm STEL: 125 ppm	TWA: 100 ppm TWA: 435 mg/m <sup>3</sup>	STEL: 540 mg/m <sup>3</sup> STEL: 125 ppm TWA: 100 ppm TWA: 435 mg/m <sup>3</sup>	STEL: 125 ppm STEL: 545 mg/m <sup>3</sup> TWA: 100 ppm TWA: 435 mg/m <sup>3</sup>
Nonane	TWA: 200 ppm		TWA: 1050 mg/m <sup>3</sup> TWA: 200 ppm	STEL: 250 ppm STEL: 1300 mg/m <sup>3</sup> TWA: 200 ppm TWA: 1050 mg/m <sup>3</sup>
Methanol	TWA: 200 ppm STEL: 250 ppm Skin	TWA: 260 mg/m <sup>3</sup> TWA: 200 ppm	STEL: 250 ppm STEL: 325 mg/m <sup>3</sup> TWA: 200 ppm TWA: 260 mg/m <sup>3</sup> Skin	STEL: 310 mg/m <sup>3</sup> STEL: 250 ppm TWA: 260 mg/m <sup>3</sup> TWA: 200 ppm

Chemical Name	ACGIH TLV	OSHA PEL	Ontario TWAEV	Mexico
Naphthalene	TWA: 10 ppm STEL: 15 ppm Skin	TWA: 50 mg/m <sup>3</sup> TWA: 10 ppm	STEL: 78 mg/m <sup>3</sup> STEL: 15 ppm TWA: 10 ppm TWA: 52 mg/m <sup>3</sup>	STEL: 75 mg/m <sup>3</sup> STEL: 15 ppm TWA: 50 mg/m <sup>3</sup> TWA: 10 ppm
Stoddard solvent	TWA: 100 ppm	TWA: 2900 mg/m <sup>3</sup> TWA: 500 ppm	TWA: 525 mg/m <sup>3</sup>	STEL: 200 ppm STEL: 1050 mg/m <sup>3</sup> TWA: 523 mg/m <sup>3</sup> TWA: 100 ppm

Chemical Name	NIOSH IDLH
Ethyl Benzene	800 ppm
Methanol	6000 ppm
Naphthalene	250 ppm
Stoddard solvent	20000 mg/m <sup>3</sup>

**IDLH:** Immediately Dangerous to Life or Health

**Engineering Measures** Ensure adequate ventilation, especially in confined areas.

**Personal Protective Equipment**

**Eye/face Protection** Tightly fitting safety goggles. Safety glasses with side-shields.  
**Skin Protection** Long sleeved clothing. Chemical resistant apron. Impervious butyl rubber gloves. Break through time. .?. Lightweight protective clothing. Antistatic boots.  
**Respiratory Protection** Wear a positive-pressure supplied-air respirator.

**Hygiene Measures**

When using, do not eat, drink or smoke. Regular cleaning of equipment, work area and clothing.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Colorless	
Odor	Petroleum distillates	
Physical State	Liquid	
pH	Not available	
Flash Point	105°F / 41°C	
Method	Tag closed cup	
Autoignition Temperature	540°F / 282°C	
Boiling Point/Range	300-390°F / 149-199°C	
Freezing Point	Not available	
Flammability Limits in Air	Lower Not available	Upper Not available
Explosion Limits	Lower 0.8%	Upper 5.0%
Explosive Properties	Not available	
Oxidizing Properties	Not available	
Evaporation Rate	40x slower (ether = 1)	
Vapor Pressure	5 mmHg	
Vapor Density	3.9 @ Air = 1	
Specific Gravity	0.81	
Water Solubility	slightly soluble	
Volatiles	87-91%	
VOC Content	460 g/L	

## 10. STABILITY AND REACTIVITY

<b>Stability</b>	Stable under recommended storage conditions. Hazardous polymerization does not occur.
<b>Conditions to Avoid</b>	Keep away from heat, sparks and open flames. Heating in air.
<b>Incompatible Materials</b>	Strong oxidizing agents.
<b>Hazardous Decomposition Products</b>	Carbon oxides.
<b>Possibility of Hazardous Reactions</b>	Hazardous polymerization does not occur

## 11. TOXICOLOGICAL INFORMATION

### Acute Toxicity

#### Component Information

Chemical Name	LD50 Oral	LD50 Dermal	LC50 Inhalation
Ethyl Benzene	3500 mg/kg Rat	15354 mg/kg Rabbit	17.2 mg/L Rat 4 h
Nonane			3200 ppm Rat 4 h
Methanol	5628 mg/kg Rat	15800 mg/kg Rabbit	64000 ppm Rat 4 h 83.2 mg/L Rat 4 h
Naphthalene	490 mg/kg Rat	2500 mg/kg Rat 20 g/kg Rabbit	340 mg/m <sup>3</sup> Rat 1 h
Pseudocumene	3400 mg/kg Rat	3160 mg/kg Rabbit	18 g/m <sup>3</sup> Rat 4 h

### Chronic Toxicity

#### Carcinogenicity

The table below indicates whether each agency has listed any ingredient as a carcinogen

Chemical Name	ACGIH	IARC	NTP	OSHA	Mexico
Ethyl Benzene	A3	Group 2B		X	
Naphthalene		Group 2B	Reasonably Anticipated	X	

## 12. ECOLOGICAL INFORMATION

### Ecotoxicity

Contains no substances known to be hazardous to the environment or not degradable in waste water treatment plants

#### Ethyl Benzene

##### **Freshwater Algae Data**

*Selenastrum capricornutum* EC50=4.6 mg/L (72 h)

*Selenastrum capricornutum* EC50>438 mg/L (96 h)

##### **Microtox Data**

*Photobacterium phosphoreum* EC50=9.68 mg/L (30 min)

*Nitrosomonas* EC50=96 mg/L (24 h)

##### **Water Flea Data**

*Daphnia magna* EC50 1.8 - 2.4 mg/L (48 h)

#### Methanol



**12. ECOLOGICAL INFORMATION**

**Microtox Data**

*Photobacterium phosphoreum* EC50=39000 mg/L (25 min)  
*Photobacterium phosphoreum* EC50=40000 mg/L (15 min)  
*Photobacterium phosphoreum* EC50=43000 mg/L (5 min)

Naphthalene

**Freshwater Algae Data**

*Skeletonema costatum* EC50=0.4 mg/L (96 h)

**Microtox Data**

*Photobacterium phosphoreum* EC50=0.93 mg/L (30 min)  
*Pseudomonas putida* EC50>20 mg/L (18 h)

**Water Flea Data**

water flea EC50=2.16 mg/L (48 h)

Pseudocumene

**Water Flea Data**

*Daphnia magna* EC50=6.14 mg/L (48 h)

**Persistence/Degradability**

Not available

**Bioaccumulation/ Accumulation**

Not available

**Mobility in Environmental Media**

Not available

Ethyl Benzene

log Pow = 3.118

Methanol

log Pow = -0.77

Naphthalene

log Pow = 3.3

Pseudocumene

log Pow = 3.63

**13. DISPOSAL CONSIDERATIONS**

**Waste Disposal Method**

Should not be released into the environment. It must undergo special treatment, e.g. at suitable disposal site, to comply with local regulations.

**Contaminated Packaging**

Clean container with water. Empty containers should be taken for local recycling, recovery or waste disposal.

**US EPA Waste Number**

D001

Chemical Name	RCRA
Naphthalene - 91-20-3	waste number U165

**14. TRANSPORT INFORMATION**

DOT

Not regulated, non-bulk

**14. TRANSPORT INFORMATION**

**Special Provisions** Not Regulated for non-bulk packaging of 450 liters (119 gallons) or less (DOT 49 CFR 173.150(f)) BULK> 119 gallon container: Tars, liquid, UN1993, PG III

**TDG** Not regulated, Non-bulk  
**Special Provisions** Not Regulated for non-bulk packaging of 450 liters (119 gallons) or less (DOT 49 CFR 173.150(f)) BULK> 119 gallon container: Combustible liquids, N.O.S. (Mineral Spirits); NA1993; Class 3; PG III

**MEX** Not regulated

**ICAO**  
 UN-No UN1993  
 Proper Shipping Name Flammable liquid, n.o.s  
 Hazard Class 3  
 Packing Group III

**IATA**  
 UN-No UN1993  
 Proper Shipping Name Flammable liquid, n.o.s  
 Hazard Class 3  
 Packing Group III

**IMDG/IMO**  
 UN-No UN1993  
 Proper Shipping Name Flammable liquid, n.o.s  
 Hazard Class 3  
 Packing Group III

**15. REGULATORY INFORMATION**

**International Inventories**

Chemical Name	TSCA	DSL	NDSL	EINECS	ELINCS	ENCS	CHINA	KECL	PICCS	AICS
Ethyl Benzene	X	X	-	X	-	X	X	X	X	X
Nonane	X	X	-	X	-	X	X	X	X	X
Isooctyl trimethoxy silane	X	X	-	X	-	-	X	X	X	X
Methanol	X	X	-	X	-	X	X	X	X	X
Naphthalene	X	X	-	X	-	X	X	X	X	X
Stoddard solvent	X	X	-	X	-	-	X	X	X	X
Pseudocumene	X	X	-	X	-	X	X	X	X	X

TSCA Complies  
 DSL Complies  
 NDSL Complies  
 EINECS Complies  
 ELINCS Does not Comply  
 ENCS Does not Comply  
 CHINA Complies  
 KECL Complies  
 PICCS Complies

AICS Complies

USAFederal RegulationsSARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40n of the Code of Federal Regulations, Part 372:

Chemical Name	SARA 313 - Threshold Values
Ethyl Benzene (CAS #: 100-41-4)	0.1%
Methanol (CAS #: 67-56-1)	1.0%
Naphthalene (CAS #: 91-20-3)	0.1%
Pseudocumene (CAS #: 95-63-6)	1.0%

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)

This product contains the following HAPs:

Chemical Name

Ethyl Benzene (CAS #: 100-41-4)

Methanol (CAS #: 67-56-1)

Naphthalene (CAS #: 91-20-3)

State RegulationsCalifornia Proposition 65

WARNING: This product contains a chemical(s) known to the State of California to cause cancer and birth or other reproductive harm.

Chemical Name	CAS-No	Category	Type
Ethyl Benzene	100-41-4	Carcinogen	
Naphthalene	91-20-3	Carcinogen	

State Right-to-Know

Chemical Name	Massachusetts	New Jersey	Pennsylvania	Illinois	Rhode Island
Ethyl Benzene	X	X	X	X	X
Nonane	X	X	X		X
Methanol	X	X	X	X	X
Naphthalene	X	X	X	X	X
Stoddard solvent	X	X	X		X
Pseudocumene	X	X	X	X	

Canada

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the CPR.

WHMIS Hazard Class

B3 Combustible liquid

Chemical Name	NPRI
Naphthalene	X

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Chemical Name	NPRI
Pseudocumene	X

**Legend**

NPRI - National Pollutant Release Inventory

**16. OTHER INFORMATION**

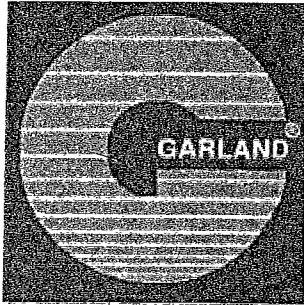
Revision Date 17-Feb-2014

Revision Summary Not available

**Disclaimer**

The information provided on this SDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

**End of SDS**



since 1895

# Material Safety Data Sheet

NFPA	WHMIS	PPE	Transport Symbol
			DOT Not Regulated

Preparation Date No data available

Revision Date 24-Mar-2010

Revision Number 4

## 1. PRODUCT AND COMPANY IDENTIFICATION

**Product Name** Tuff-Stuff  
**Product Code** 2135/2136  
**UN-No** Not available  
**Contact Manufacturer**  
 The Garland Company, Inc.  
 3800 East 91st. Street  
 Cleveland, Ohio 44105-2197  
 Ph: (800) 762-8225 Fax: (216) 641-0633  
 Garland Canada, Inc.  
 1296 Martin Grove Rd.  
 Toronto, Ontario M9W 4X3  
 Ph: (416)747-7995 Fax: (416)747-1980  
**Emergency Telephone Number** 1-800-762-8225 (24 Hrs.)

## 2. HAZARDS IDENTIFICATION

### Emergency Overview

Combustible material

**Appearance** Not available

**Physical State** Liquid. Solid.

**Odor** Petroleum distillates.

**Mexico - Grade** Moderate risk, Grade 2

### Potential Health Effects

**Principle Routes of Exposure** Skin contact, Inhalation.

### Acute Effects

**Eyes** Contact with eyes may cause irritation.  
**Skin** Repeated or prolonged skin contact may cause allergic reactions with susceptible persons.  
**Inhalation** Irritating to mucous membranes.  
**Ingestion** May be harmful if swallowed.

**Chronic Effects** Repeated contact may cause allergic reactions in very susceptible persons.

See Section 11 for additional Toxicological information.

**Aggravated Medical Conditions** Not available

**Interactions with Other Chemicals** Not available

**Potential Environmental Effects** See Section 12 for additional Ecological information

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

#### Hazardous Components

Chemical Name	CAS-No	Weight %	North American Hazard Indicator
Calcium Carbonate	1317-65-3	30 - 60	1
Silica Dioxide	7631-86-9	1 - 5	1

### 4. FIRST AID MEASURES

**Eye Contact** Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician.

**Skin Contact** Wash off immediately with soap and plenty of water.

**Inhalation** Move to fresh air. If breathing is difficult, give oxygen. If symptoms persist, call a physician.

**Ingestion** Drink plenty of water. Consult a physician.

**Notes to Physician** Treat symptomatically

### 5. FIRE-FIGHTING MEASURES

**Suitable Extinguishing Media** Carbon dioxide (CO<sub>2</sub>). Foam. Dry chemical.

**Unsuitable Extinguishing Media** Not available

**Hazardous Combustion Products** Carbon dioxide (CO<sub>2</sub>), Hydrocarbons.

#### Explosion Data

<b>Sensitivity to mechanical impact</b>	No
<b>Sensitivity to static discharge</b>	Yes

#### **Specific Hazards Arising from the Chemical**

Combustible material. Keep product and empty container away from heat and sources of ignition.

#### **Protective Equipment and Precautions for Firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear

**NFPA**

**Health 2**

**Flammability 1**

**Instability 1**

## 6. ACCIDENTAL RELEASE MEASURES

<b>Personal Precautions</b>	Use personal protective equipment.
<b>Environmental Precautions</b>	Do not flush into surface water or sanitary sewer system.
<b>Methods for Containment</b>	No information available
<b>Methods for Cleaning Up</b>	Shovel or sweep up. Keep in suitable and closed containers for disposal.
<b>Other Information</b>	Not applicable

## 7. HANDLING AND STORAGE

<b>Handling</b>	Wear personal protective equipment. Keep away from open flames, hot surfaces and sources of ignition.
<b>Storage</b>	Keep in a dry, cool and well-ventilated place. Keep out of the reach of children.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Chemical Name	ACGIH TLV	OSHA PEL	Ontario TWAEV	Mexico
Calcium Carbonate		TWA: 15 mg/m <sup>3</sup> TWA: 5 mg/m <sup>3</sup>	TWA: 10 mg/m <sup>3</sup>	STEL: 20 mg/m <sup>3</sup> TWA: 10 mg/m <sup>3</sup>

Chemical Name	NIOSH IDLH
Silica Dioxide	3000 mg/m <sup>3</sup>

<b>Engineering Measures</b>	Ensure adequate ventilation, especially in confined areas. Do not allow ventilation equipment to draw material odors indoors..
<b>Personal Protective Equipment</b>	
<b>Eye/face Protection</b>	Safety glasses with side-shields
<b>Skin Protection</b>	Impervious gloves
<b>Respiratory Protection</b>	When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

**Hygiene Measures**  
Handle in accordance with good industrial hygiene and safety practice

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Not available	
Odor	Petroleum distillates	
Physical State	Liquid Solid	
pH	Not available	
Flash Point	> 200°F / > 93°C	
Method	Tag closed cup	
Autoignition Temperature	Not available	
Boiling Point/Range	Not available	
Freezing Point	Not available	
Flammability Limits in Air	<b>Lower</b> Not available	<b>Upper</b> Not available
Explosive Properties	Not available	
Oxidizing Properties	Not available	
Evaporation Rate	Slower than Ether (ether = 1)	
Vapor Pressure	Not available	
Vapor Density	Not available	
Specific Gravity	1.4	
Water Solubility	Insoluble in water	
Volatiles	Not available	
VOC Content	< 100 g/l	

## 10. STABILITY AND REACTIVITY

<b>Stability</b>	Stable under normal conditions.
<b>Conditions to Avoid</b>	Heat, flames and sparks. Protect from water.
<b>Incompatible Materials</b>	No materials to be especially mentioned
<b>Hazardous Decomposition Products</b>	Nitrogen oxides (NOx). Carbon dioxide (CO2).
<b>Possibility of Hazardous Reactions</b>	Hazardous polymerisation does not occur

## 11. TOXICOLOGICAL INFORMATION

### Acute Toxicity

#### Component Information

Chemical Name	LD50 Oral	LD50 Dermal	LC50 Inhalation
Silica Dioxide	5000 mg/kg Rat	2000 mg/kg Rabbit	

### Chronic Toxicity

**Carcinogenicity** The table below indicates whether each agency has listed any ingredient as a carcinogen



## 12. ECOLOGICAL INFORMATION

**Ecotoxicity**

Contains no substances known to be hazardous to the environment or not degradable in waste water treatment plants

Silica Dioxide**Freshwater Algae Data**

*Selenastrum capricornutum* EC50=440 mg/L (72 h)

**Water Flea Data**

*Ceriodaphnia dubia* EC50=7600 mg/L (48 h)

**Persistence/Degradability** Not available

**Bioaccumulation/ Accumulation** Not available

**Mobility in Environmental Media** Not available

## 13. DISPOSAL CONSIDERATIONS

**Waste Disposal Method** Dispose of in accordance with local regulations.

**Contaminated Packaging** Empty containers should be taken for local recycling, recovery or waste disposal.

**US EPA Waste Number** Not available

## 14. TRANSPORT INFORMATION

**DOT** Not Regulated

**TDG** Not Regulated

**MEX** Not regulated

**ICAO** Not regulated

**IATA** Not regulated

**IMDG/IMO** Not regulated

## 15. REGULATORY INFORMATION

**International Inventories**

Chemical Name	TSCA	DSL	NDSL	EINECS	ELINCS	ENCS	CHINA	KECL	PICCS	AICS
Calcium Carbonate	X	-	X	X	-	-	X	X	X	X
Silica Dioxide	X	X	-	X	X	X	X	X	X	X

**TSCA** All components of this product are either listed or are exempt from listing on the U.S. Toxic Substances Control Act (TSCA).

**DSL** Not regulated

NDSL	Does not Comply
EINECS	Does not Comply
ELINCS	Does not Comply
ENCS	Does not Comply
CHINA	Complies
KECL	Does not Comply
PICCS	Does not Comply
AICS	Complies

**USA**

**Federal Regulations**

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and and Title 40n of the Code of Federal Regulations, Part 372.

**Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)**

This product does not contain any HAPs.

**State Regulations**

**California Proposition 65**

WARNING: This product contains a chemical(s) known to the State of California to cause cancer.

**State Right-to-Know**

Chemical Name	Massachusetts	New Jersey	Pennsylvania	Illinois	Rhode Island
Calcium Carbonate	X		X		X
Silica Dioxide	X	X	X		

**Canada**

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

**WHMIS Hazard Class**

D2A Very toxic materials

**16. OTHER INFORMATION**

Revision Date 12-Apr-2007

Revision Summary Not available

**Disclaimer**

The information provided on this MSDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

End of MSDS



## GARLAND MATERIAL SAFETY DATA SHEET

MSDS Status: Current  
 Product Name: FILL-LOC CRACK REPAIR  
 Product Code: 1802-A  
 MSDS No.:

Product Status: Active  
 Revision Date: 08/31/2007  
 Supersedes Date: 06/07/2001

## SECTION I - CHEMICAL PRODUCT/COMPANY IDENTIFICATION

Chemical Name: MIXTURE  
 CAS No.: NOT APPLICABLE  
 Product Description: TWO COMPONENT 100% SOLIDS EPOXY CRACK FILLER  
 Hazard Classification: HEALTH - 2\* FLAMMABILITY - 1 REACTIVITY - 0  
 Manufacturer/Supplier: GARLAND CANADA  
 1296 Martin Grove Rd.  
 Toronto, Ontario M9W 4X3  
 PH: (416) 747-7995 FAX: (416) 747-1908  
 Internet Address: <http://www.garlandind.com>

24 HR EMERGENCY ASSISTANCE: 1-800-762-8225

## SECTION II - HAZARDOUS INGREDIENTS/COMPOSITION

	CAS NUMBER	OCCUPATIONAL EXPOSURE LIMITS			VAPOR PRESSURE MM Hg @ TEMP	WEIGHT PERCENT
		OSHA PEL	ACGIH TLVR	OSHA STEL		
REACTION PRODUCTS OF EPICHLOROHYDRIN - BISPHENOL A	25068-38-6	NONE	NONE	NONE	1.0 356°F	
MODIFIED DIGLYCIDYL ETHER OF BISPHENOL A	25068-38-6	NONE	NONE	NONE	1.0 356°F	
ALKYL GLYCIDAL ETHER	68609-97-2	NONE	NONE	NONE	N/A	
FUMED SILICA	112945525	NONE	80mg/m3	NONE	N/A	
FORMALDAHYDE POLYMER WITH TOLUENE	25155-81-1	NONE	NONE	NONE	N/A	
*TOLUENE	108-88-3	100ppm	100ppm	NONE	1.0 -26°F	<.5%
PIGMENT - **	NONE	10mg/m3	10mg/m3	5mg/m3	N/A	
FILLER - **		NONE	NONE	NONE	N/A	
FILLER - **		20mg/m3	20mg/m3	20mg/m3	N/A	
BENZYL ALCOHOL	100-51-6	NONE	NONE	NONE	1.0 136°F	

\*Indicates toxic chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372.

\*\* the chemical identity is trade secret

N/A = Not Applicable

### SECTION III - HAZARDS IDENTIFICATION

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: NO GUIDE CONTROL KNOWN, HOWEVER, EXPOSURE TO HEATED VAPORS CAN CAUSE IRRITATION TO NOSE, THROAT OR MUCOUS MEMBRANES.

SKIN CONTACT AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE: SKIN: MAY CAUSE IRRITATION OR ALLERGIC SKIN RESPONSE. EYES: MAY CAUSE IRRITATION BUT NO CORNEAL INJURY IS LIKELY.

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: NOT LIKELY TO BE ABSORBED IN TOXIC AMOUNTS.

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: THIS MATERIAL HAS A PROBABLE LOW ACUTE ORAL TOXICITY.

HEALTH HAZARDS (ACUTE AND CHRONIC): EPOXY RESINS CAN CAUSE SENSITIZATION BY EXPOSURE THROUGH CONTACT OR HIGH CONCENTRATIONS OF VAPOR. EYES: INJURY IS UNLIKELY BUT STAIN FOR EVIDENCE OF CORNEAL INJURY.

CARCINOGENICITY: NTP? NO IARC MONOGRAPHS? NO OSHA REGULATED? NO  
NO CONSTITUENTS OF THIS PRODUCT ARE REGULATED AS CARCINOGENS.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: RESPIRATORY CONDITIONS OR OTHER ALLERGIC RESPONSE.

### SECTION IV - FIRST AID PROCEDURES

INHALATION OVEREXPOSURE: REMOVE TO FRESH AIR AREA AND ADMINISTER OXYGEN IS NECESSARY.

EYE CONTACT: IMMEDIATELY FLUSH WITH WATER FOR AT LEAST 15 MINUTES AND CONSULT A PHYSICIAN.

SKIN CONTACT: SKIN CONTACT WILL NORMALLY CAUSE NO MORE THAN IRRITATION BUT WASH WITH SOAP AND WATER AND REMOVE CONTAMINATED CLOTHING PROMPTLY.

INGESTION: LOW TOXICITY, INDUCE VOMITING ONLY IF LARGE AMOUNTS OF MATERIAL ARE INGESTED, OTHERWISE DO NOT INDUCE VOMITING. IN EITHER CASE IMMEDIATELY CONSULT A PHYSICIAN.

### SECTION V - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT: 200+°F METHOD USED: SETA FLASH  
FLAMMABLE LIMITS IN AIR BY VOLUME - LOWER: N/A UPPER: N/A

EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO<sub>2</sub>, DRY CHEMICAL, WATER FOG

SPECIAL FIREFIGHTING PROCEDURES: DO NOT ENTER CONFINED FIRE AREA WITHOUT FULL BUNKER GEAR INCLUDING A POSITIVE PRESSURE NIOSH APPROVED SELF-CONTAINED BREATHING APPARATUS. COOL FIRE EXPOSED CONTAINERS WITH WATER.

UNUSUAL FIRE AND EXPLOSION HAZARDS: NO UNUSUAL FIRE HAZARDS KNOWN.

### SECTION VI - ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: WEAR APPROPRIATE RESPIRATOR AND PROTECTIVE CLOTHING. SHUT OFF THE SOURCE AT THE LEAK. REMOVE EXCESS WITH VACUUM TRUCK AND TAKE UP THE REMAINDER WITH CLAY OR OTHER ABSORBENT AND PLACE IN DISPOSAL CONTAINERS. FLUSH AREA WITH WATER TO REMOVE RESIDUE.

### SECTION VII - SAFE HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: STORE IN A COOL PLACE. SEAL ALL PARTIALLY USED CONTAINERS. WASH WITH SOAP AND WATER BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. MIXED MATERIALS CONTAIN THE HAZARDS OF ALL THE COMPONENTS, THEREFORE, READ THE MSDS'S OF ALL COMPONENTS PRIOR TO USING MATERIAL. PROPERLY LABEL ALL CONTAINERS.

OTHER PRECAUTIONS: AVOID ALL SKIN CONTACT. AVOID BREATHING VAPORS GENERATED

FROM THE MATERIAL. OBSERVE CONDITIONS OF GOOD GENERAL HYGIENE AND SAFE WORKING PRACTICES. CONTAMINATED LEATHER ARTICLES CANNOT BE CLEANED AND MUST BE DISCARDED IF CONTAMINATED WITH THIS PRODUCT. WASH ALL CONTAMINATED CLOTHING PRIOR TO THE REUSE THEREOF.

### SECTION VIII - EXPOSURE CONTROL/PERSONAL PROTECTION

RESPIRATORY PROTECTION: USE A NIOSH APPROVED RESPIRATOR AS REQUIRED TO PREVENT OVER-EXPOSURE TO VAPOR IN ACCORDANCE WITH 29 CFR 1910.134. GENERAL EXHAUST IS USUALLY SUFFICIENT IN LIEU OF NIOSH RESPIRATOR.

VENTILATION: GENERAL EXHAUST IS USUALLY SUFFICIENT TO CONTROL VAPORS AND EXPOSURE HAZARDS.

PROTECTIVE GLOVES: IMPERVIOUS GLOVES, NEOPRENE OR RUBBER.

EYE PROTECTION: SPLASH GOGGLES OR GLASSES WITH SIDE SHIELDS.

OTHER PROTECTIVE EQUIPMENT: WEAR BODY COVERING CLOTHING AND OTHER COVERING AS NECESSARY, SUCH AS AN APRON AND APPROPRIATE FOOTWEAR AND AVOID CONTACT WITH THE MATERIAL.

WORK/HYGIENIC PRACTICES: OBSERVE GENERAL GOOD HYGIENIC PRACTICES.

### SECTION IX - PHYSICAL/CHEMICAL CHARACTERISTICS

BOILING POINT: 200°F - 401°F	SPECIFIC GRAVITY (H <sub>2</sub> O=1): 1.4
VAPOR DENSITY: N/A	EVAPORATION RATE: N/A
SOLUBILITY IN WATER: NEGLIGIBLE	
APPEARANCE AND ODOR: VISCOSITY PASTE - NEGLIGIBLE ODOR	

### SECTION X - STABILITY AND REACTIVITY DATA

STABILITY: STABLE.

CONDITIONS TO AVOID: AVOID EXCESSIVE HEAT OR OPEN FLAMES.

INCOMPATIBILITY (MATERIALS TO AVOID): CAN REACT VIGOROUSLY WITH STRONG OXIDIZING AGENTS AND STRONG LEWIS ACIDS OR MINERAL ACIDS.

HAZARDOUS DECOMPOSITION PRODUCTS: CO<sub>2</sub>, ALDEHYDES, ACIDS. REACTION WITH SOME CURING AGENTS CAN GENERATE LARGE AMOUNTS OF HEAT.

HAZARDOUS POLYMERIZATION: WILL NOT OCCUR.

### SECTION XI - TOXICOLOGICAL INFORMATION

No information available.

### SECTION XII - ECOLOGICAL INFORMATION

No data available.

### SECTION XIII - DISPOSAL CONSIDERATIONS

Dispose of according to applicable Federal, State, County, and Local requirements.

### SECTION XIV - TRANSPORTATION INFORMATION

PROPER SHIPPING NAME:	DOT-U.S./MOT-CANADA NON REGULATED MATERIAL (PAINT AND RELATED MATERIAL)
HAZARD CLASS:	NOT APPLICABLE
IDENTIFICATION NO:	NOT APPLICABLE
PACKAGING GROUP:	NOT APPLICABLE

## SECTION XV - REGULATORY INFORMATION

WHMIS: This material contains the following ingredient(s) at, or above the minimum concentration specified on the WHMIS Ingredient Disclosure List under the Hazardous Products Act of Canada:

BENZYL ALCOHOL                   CAS No. 100-51-6  
TOLUENE                            CAS No. 108-88-3

SARA 313: This product contains the following material(s) subject to the reporting requirements under Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR 372:  
TOLUENE                            CAS No. 108-88-3

CA Prop 65: This product contains the following chemical(s) known to the State of California to cause cancer or reproductive toxicity:  
TOLUENE                            CAS No. 108-88-3, <0.5%

VOC STATUS: NOT AVAILABLE FOR INDIVIDUAL COMPONENTS

## SECTION XVI - ADDITIONAL INFORMATION

No changes

### Disclaimer

The information contained in this Material Safety Data Sheet has been prepared in accordance with the OSHA Hazard communication Standard CFR 1910.1200. This information relates specifically to the product designated and may not be valid for the product when used in combination with any other materials or products or in a particular process. The information is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness, whether originating within the company or not. The user should review this information, satisfy itself as to its suitability and completeness, and pass on the information to its employees or customers in accordance with applicable federal, state or local hazard communications requirements. We do not accept responsibility for any loss or damage which may occur from the use of this information.

Prepared By:           John Wenneman  
Modified By:

Date:   06/07/2001

End of MSDS Document



# GARLAND MATERIAL SAFETY DATA SHEET

MSDS Status: Current  
 Product Name: FILL-LOC CRACK REPAIR  
 Product Code: 1802-B  
 MSDS No.:

Product Status: Active  
 Revision Date: 08/31/2005  
 Supersedes Date: 06/07/2001

## SECTION I - CHEMICAL PRODUCT/COMPANY IDENTIFICATION

Chemical Name: MIXTURE  
 CAS No.: NOT APPLICABLE  
 Product Description: TWO COMPONENT 100% SOLIDS EPOXY CRACK FILLER  
 Hazard Classification: HEALTH - 2\* FLAMMABILITY - 1 REACTIVITY - 0  
 Manufacturer/Supplier: GARLAND CANADA  
 1296 Martin Grove Rd  
 Toronto, Ontario M9W 4X3  
 PH: (416) 747-7995 FAX: (416) 747-1980  
 Internet Address: <http://www.garlandind.com>

24 HR EMERGENCY ASSISTANCE: 1-800-762-8225

## SECTION II - HAZARDOUS INGREDIENTS/COMPOSITION

	CAS NUMBER	OCCUPATIONAL EXPOSURE LIMITS			VAPOR PRESSURE MM Hg @ TEMP	WEIGHT PERCENT
		OSHA PEL	ACGIH TLVR	OSHA STEL		
TRIETHYLENE TETRAMINE DIMER/TOFA, REACTION PRODUCTS WITH TETA	112-24-3	NONE	NONE	NONE		N/A
NONYL PHENOL	25154-52-2	NONE	NONE	NONE		N/A
N-AMINOETHYLPIPERAZINE	140-31-8	NONE	NONE	NONE		N/A
FORMALDAHYDE POLYMER WITH TOLUENE	25155-81-1	NONE	NONE	NONE		N/A
*TOLUENE	108-88-3	100ppm	100ppm	NONE °F	1.0	-26
BENZYL ALCOHOL	100-51-6	NONE	NONE	NONE	1.0	136°F
*XYLENE	1330-20-7	100ppm	100ppm	150ppm°F	5.11	68
FUMED SILICA	112945525	NONE	80mg/m3	NONE		N/A
PIGMENT - **		3.5ppm	3.4ppm	NONE		N/A
FILLER - **		NONE	NONE	NONE		N/A
FILLER - **		20mg/m3	20 mg/m3	20mg/m3		N/A

\*Indicates toxic chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372.

\*\* the chemical identity is a trade secret

XYLENE ACGIH STEL 150ppm

N/A = Not Applicable

### SECTION III - HAZARDS IDENTIFICATION

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: HIGH CONCENTRATIONS OF VAPOR CAN CAUSE IRRITATION TO THE RESPIRATORY TRACT, NAUSEA AND DIZZINESS.

SKIN CONTACT AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE: WILL CAUSE BURNS TO THE SKIN AND EYES. HIGH VAPOR CONCENTRATIONS CAN CAUSE SEVERE IRRITATION TO THE EYES.

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: NONE KNOWN.

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: LIQUID CAN CAUSE DAMAGE TO MUCOUS MEMBRANES IF SWALLOWED.

HEALTH HAZARDS (ACUTE AND CHRONIC): PROLONGED OR REPEATED EXPOSURE OF THIS PRODUCT MAY CAUSE ASTHMA AND SKIN SENSITIZATION OR OTHER ALLERGIC RESPONSES.

CARCINOGENICITY: NTP? NO IARC MONOGRAPHS? NO OSHA REGULATED? NO  
NO CONSTITUENTS OF THIS PRODUCT ARE REGULATED AS CARCINOGENS.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: RESPIRATORY CONDITIONS OR OTHER ALLERGIC AILMENTS.

### SECTION IV - FIRST AID PROCEDURES

INHALATION OVEREXPOSURE: REMOVE TO FRESH AIR IF EFFECTS PERSIST AND ADMINISTER OXYGEN IS NECESSARY.

EYE CONTACT: IMMEDIATELY FLUSH WITH LARGE AMOUNTS OF WATER FOR AT LEAST 15 MINUTES WHILE LIFTING UPPER AND LOWER LIDS. GET IMMEDIATE MEDICAL ASSISTANCE.

SKIN CONTACT: FLUSH SKIN WITH WATER FOR AT LEAST 15 AND REMOVE ALL CONTAMINATED CLOTHING IMMEDIATELY. GET MEDICAL ATTENTION IF REDDENING OR SWELLING OCCURS.

INGESTION: DO NOT INDUCE VOMITING. DILUTE BY GIVING WATER OR MILK TO DRINK IF VICTIM IS CONSCIOUS. GET MEDICAL ATTENTION IMMEDIATELY.

### SECTION V - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT: 200+°F METHOD USED: SETA FLASH  
FLAMMABLE LIMITS IN AIR BY VOLUME - LOWER: N/A UPPER: N/A

EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO<sub>2</sub>, WATER FOG

SPECIAL FIREFIGHTING PROCEDURES: TOXIC FUMES WILL BE EVOLVED WHEN THIS MATERIAL IS INVOLVED IN A FIRE. A SELF CONTAINED BREATHING APPARATUS SHOULD BE AVAILABLE FOR FIRE FIGHTERS. COOL FIRE EXPOSED CONTAINERS WITH WATER.

UNUSUAL FIRE AND EXPLOSION HAZARDS: NONE KNOWN

### SECTION VI - ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: AVOID CONTACT WITH MATERIAL. WEAR THE APPROPRIATE SAFETY EQUIPMENT. STOP SPILL AT SOURCE, DYKE AREA TO PREVENT SPREADING, PUMP LIQUID TO SALVAGE TANK, TAKE UP REMAINDER WITH CLAY OR OTHER ABSORBENT AND PLACE IN DISPOSAL CONTAINERS.

### SECTION VII - SAFE HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: AVOID ALL SKIN CONTACT. AVOID BREATHING VAPORS. RESEAL PARTIALLY USED CONTAINERS. PROPERLY LABEL ALL CONTAINERS. WASH WITH SOAP AND WATER BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. OBSERVE CONDITIONS OF GOOD INDUSTRIAL HYGIENE AND SAFE WORKING PRACTICES.

OTHER PRECAUTIONS: MIXED MATERIALS CONTAIN THE HAZARDS OF ALL THE COMPONENTS,



THEREFORE, READ THE MSDS OF ALL COMPONENTS TO BECOME FAMILIAR WITH ALL HAZARDS PRIOR TO USING THIS PRODUCT.

### SECTION VIII - EXPOSURE CONTROL/PERSONAL PROTECTION

RESPIRATORY PROTECTION: NIOSH APPROVED RESPIRATOR PROTECTION REQUIRED IN THE ABSENCE OF PROPER ENVIRONMENTAL CONTROLS.

VENTILATION: AVOID BREATHING VAPORS. VENTILATION MUST BE SUFFICIENT TO CONTROL VAPORS.

PROTECTIVE GLOVES: IMPERVIOUS GLOVES, NEOPRENE OR RUBBER.

EYE PROTECTION: SPLASH PROOF GOGGLES OR SAFETY GLASSES WITH SIDE SHIELDS.

OTHER PROTECTIVE EQUIPMENT: CLEAN BODY COVERING CLOTHING AS WELL AS APRON FOOTWEAR OR OTHER EQUIPMENT SHOULD BE USED AS DEEMED NECESSARY TO AVOID CONTACT WITH THE MATERIAL.

WORK/HYGIENIC PRACTICES: OBSERVE GENERAL GOOD HYGIENIC PRACTICES.

### SECTION IX - PHYSICAL/CHEMICAL CHARACTERISTICS

BOILING POINT: 279°F - 560°F

SPECIFIC GRAVITY (H<sub>2</sub>O=1): 1.3

VAPOR DENSITY: N/A

EVAPORATION RATE: N/A

SOLUBILITY IN WATER: NEGLIGIBLE

APPEARANCE AND ODOR: VISCOUS PASTE WITH AMINE ODOR

### SECTION X - STABILITY AND REACTIVITY DATA

STABILITY: STABLE.

CONDITIONS TO AVOID: AVOID CONTACT WITH OPEN FLAMES AND ALL SOURCES OF IGNITION AND SPARKS.

INCOMPATIBILITY (MATERIALS TO AVOID): AVOID CONTACT WITH STRONG OXIDIZING AGENTS, MINERAL ACIDS AND EPOXY RESINS IN UNCONTROLLED AMOUNTS.

HAZARDOUS DECOMPOSITION PRODUCTS: CO, CO<sub>2</sub>, NOX

HAZARDOUS POLYMERIZATION: WILL NOT OCCUR.

### SECTION XI - TOXICOLOGICAL INFORMATION

No information available.

### SECTION XII - ECOLOGICAL INFORMATION

No data available.

### SECTION XIII - DISPOSAL CONSIDERATIONS

Dispose of according to applicable Federal, State, County, and Local requirements.

### SECTION XIV - TRANSPORTATION INFORMATION

	DOT-U.S./MOT-CANADA
PROPER SHIPPING NAME:	CORROSIVE LIQUID N.O.S. (CONTAINS N-AMINOETHYLPIPERAZINE)
HAZARD CLASS:	8
IDENTIFICATION NO:	UN1760
PACKAGING GROUP:	III

## SECTION XV - REGULATORY INFORMATION

WHMIS: This material contains the following ingredient(s) at, or above the minimum concentration specified on the WHMIS Ingredient Disclosure List under the Hazardous Products Act of Canada:

BENZYL ALCOHOL	CAS NO.	100-51-6
TRIETHYLENE TETRAMINE	CAS No.	68082-29-1
NONYL PHENOL	CAS No.	25154-52-3
TOLUENE	CAS No.	108-88-3

SARA 313: This product contains the following material(s) subject to the reporting requirements under Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR 372:

TOLUENE	CAS No.	108-88-3
XYLENE	CAS No.	1330-20-7

CA Prop 65: This product contains the following chemical(s) known to the State of California to cause cancer or reproductive toxicity:

TOLUENE	CAS No.	108-88-3, <0.5%
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VOC STATUS: NOT AVAILABLE FOR INDIVIDUAL COMPONENTS

## SECTION XVI - ADDITIONAL INFORMATION

No changes

### Disclaimer

The information contained in this Material Safety Data Sheet has been prepared in accordance with the OSHA Hazard communication Standard CFR 1910.1200. This information relates specifically to the product designated and may not be valid for the product when used in combination with any other materials or products or in a particular process. The information is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness, whether originating within the company or not. The user should review this information, satisfy itself as to its suitability and completeness, and pass on the information to its employees or customers in accordance with applicable federal, state or local hazard communications requirements. We do not accept responsibility for any loss or damage which may occur from the use of this information.

Prepared By: John Wenneman  
Modified By:

Date: 06/07/2001

End of MSDS Document



2250 E. Tropicana Ave Phone: (866) 977-8833  
 Suite 19-600 Fax: (800) 804-0182  
 Las Vegas, NV 89919 Email: sales@polytuffus.com  
 Web: [www.polytuffus.com](http://www.polytuffus.com)

## Super Seal Tape

*Pressure Sensitive Tape for Covering  
 Joints in Metals, Flashings, Plywood  
 and in Concrete Surfaces*

### DESCRIPTION

A 9 mil thick laminated spun-bonded polyester substrate reinforced with hybrid polyester fibers. These fibers have been specifically created to provide high modulus of strength on initial impact. The adhesive is a highly aggressive acrylic system that delivers high tack and high shear strength. This product has an excellent adhesion to primed concrete, unprimed metal and wood. The adhesive has excellent cold temperature and condensation resistance with an extremely wide application gradient and a built-in ultra violet stabilizer system. Super Seal Tape has exceptional crack and joint bridging and crack hiding ability.

### FEATURES

- ❖ Excellent Joint and Crack Bridging and Hiding Ability
- ❖ Labor Savings – Removes need to rout and seal cracks
- ❖ Field or Shop Applied to Substrates
  
- ❖ Adhesion to most common construction metals
- ❖ Compatible with most coatings
- ❖ User Friendly
- ❖ Fast Tack Set
- ❖ Waterproof
- ❖ Coating Ready

### TYPICAL USES

- ❖ Balcony Flashing Tape
- ❖ Metal Roofs
- ❖ Roofing Joints
- ❖ Green Roof Waterproofing
- ❖ Hiding Control Joints and Cracks
- ❖ Roof Repair
- ❖ Basements
- ❖ Foundation Walls
- ❖ Balcony and Breezeway Waterproofing
- ❖ Single Ply Roofing Laps

### COLOR

White

### PACKAGING

Widths: 4", 8", 12", 16", 24" and 48" rolls  
 Lengths: 180'

### JOINTS, CRACKS, AND FLASHING

Apply Super Seal Tape over all joints and cracks. Bridge the joints and cracks with minimum 4 inch Super Seal Polyester Tape. Over reinforcement tape apply a 30-60 mil coat of Poly-Tuff Membrane Coating and smooth onto adjacent surface.

### APPLICATION

Solvent wipe substrate with Acetone or Xylene and allow to dry. Surfaces must be dry, clean and free of foreign matter. Apply tape by using firm hand pressure downward to fully adhere tape to substrate. Do not leave fish-mouths in tape. Concrete should be primed before applying Super Seal Tape. Firmly press tape onto the substrate. Do not use rollers to apply tape. Butt tape joints. Do not overlap at tape joints. All taped joints and cracks must be sealed with E-101 or E-102 Sealant. Allow tape to set a minimum of 20 minutes before conducting adhesion tests. After adhesion is verified apply as needed to suitable substrates. Super Seal Tape must be coated in a waterproofing application with a suitable elastomeric coating.

### STORAGE

Super Seal Tape has a shelf life of six (6) months from date of manufacture in original, factory sealed containers.

### TECHNICAL DATA, Super Seal Tape

Base Material	Spun-Bonded polyolefin
Fibers	Polyester hybrid
Thickness	9 Mils
Tensile	1,000 lbs per inch
Elasticity	6%
Memory	98%
Temperature resistance	Min. -40 °C / Max.+121 °C
Minimum application temp.	-23 °C
Release Liner:	90 GSM PE liner
Adhesion to Galvanized Steel	28.5 lbs p/Lft @RT 20min Dwell
Adhesion to Copper	24.75 lbs p/Lft@RT 20min Dwell
Adhesion to Stainless Steel	32.25 lbs p/Lft @RT 20min Dwell
Adhesion to Aluminum	38.66 lbs p/Lft @RT 20min Dwell



# Metal Wood Restoration Materials A-1.

## IHS GlobalSpec

[« Back to Catalog](#)

### Metallic and other inorganic coatings -- Cleaning and preparation of metal surfaces -- Part 1: Ferrous metals and alloys -- ISO 27831-1:2008

Product Details  
in: Standards and Technical Documents

#### Product Overview



ISO 27831-1:2008 specifies processes for the cleaning of the surfaces of ferrous metals and their alloys to remove any irrelevant or unwanted deposits or other material at any stage of manufacture, storage or service and for the preparation of these surfaces for further treatment. It does not cover cleaning operations associated with the preliminary removal of heavy deposits of oil, grease or dirt accumulated during operational service, preparations for welding or the cleaning of electrical contacts. However, many of the processes included in this part of ISO 27831 may be used for these operations at the discretion of the users of this part of ISO 27831.

It covers processes which are needed for the preparation of metal surfaces prior to the application of the following surface coatings:

- electrodeposited metal coatings;
- autocatalytic metal coatings (autocatalytic and displacement types);
- conversion coatings;
- hot-dipped coatings;
- sprayed metal coatings;
- diffusion coatings;
- coatings produced by vitreous enamelling;
- coatings produced by physical vapour deposition of aluminium and cadmium;
- powder coatings.

It describes processes for carrying out the following treatments:

- degreasing;
- descaling;
- pickling;
- de-rusting;
- chemical smoothing;
- electropolishing.

It relates the processes described above to the following metals:

- non-corrosion-resisting steels, cast irons and pure irons;
- corrosion-resisting and heat-resisting steels.

For more information:

[More Info on Supplier Site](#) | [Email Supplier](#) | [Request a Quote](#)

B  
Stucco CMU (Concrete Masonry Unit) Block Repair



GARLAND MATERIAL SAFETY DATA SHEET

MSDS Status: Current  
 Product Name: FILL-LOC CRACK REPAIR  
 Product Code: 1802-A  
 MSDS No.:

Product Status: Active  
 Revision Date: 08/31/2007  
 Supersedes Date: 06/07/2001

SECTION I - CHEMICAL PRODUCT/COMPANY IDENTIFICATION

Chemical Name: MIXTURE  
 CAS No.: NOT APPLICABLE  
 Product Description: TWO COMPONENT 100% SOLIDS EPOXY CRACK FILLER  
 Hazard Classification: HEALTH - 2\* FLAMMABILITY - 1 REACTIVITY - 0  
 Manufacturer/Supplier: GARLAND CANADA  
 1296 Martin Grove Rd.  
 Toronto, Ontario M9W 4X3  
 PH: (416) 747-7995 FAX: (416) 747-1908  
 Internet Address: <http://www.garlandind.com>

24 HR EMERGENCY ASSISTANCE: 1-800-762-8225

SECTION II - HAZARDOUS INGREDIENTS/COMPOSITION

	CAS NUMBER	OCCUPATIONAL EXPOSURE LIMITS			VAPOR PRESSURE MM Hg @ TEMP	WEIGHT PERCENT
		OSHA PEL	ACGIH TLVR	OSHA STEL		
REACTION PRODUCTS OF EPICHLOROHYDRIN - BISPHENOL A	25068-38-6	NONE	NONE	NONE	1.0	356°F
MODIFIED DIGLYCIDYL ETHER OF BISPHENOL A	25068-38-6	NONE	NONE	NONE	1.0	356°F
ALKYL GLYCIDAL ETHER	68609-97-2	NONE	NONE	NONE	N/A	
FUMED SILICA	112945525	NONE	80mg/m3	NONE	N/A	
FORMALDAHYDE POLYMER WITH TOLUENE	25155-81-1	NONE	NONE	NONE	N/A	
*TOLUENE	108-88-3	100ppm	100ppm	NONE	1.0	-26°F <.5%
PIGMENT - **	NONE	10mg/m3	10mg/m3	5mg/m3	N/A	
FILLER - **		NONE	NONE	NONE	N/A	
FILLER - **		20mg/m3	20mg/m3	20mg/m3	N/A	
BENZYL ALCOHOL	100-51-6	NONE	NONE	NONE	1.0	136°F

\*Indicates toxic chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372.

\*\* the chemical identity is trade secret

N/A = Not Applicable

### SECTION III - HAZARDS IDENTIFICATION

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: NO GUIDE CONTROL KNOWN, HOWEVER, EXPOSURE TO HEATED VAPORS CAN CAUSE IRRITATION TO NOSE, THROAT OR MUCOUS MEMBRANES.

SKIN CONTACT AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE: SKIN: MAY CAUSE IRRITATION OR ALLERGIC SKIN RESPONSE. EYES: MAY CAUSE IRRITATION BUT NO CORNEAL INJURY IS LIKELY.

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: NOT LIKELY TO BE ABSORBED IN TOXIC AMOUNTS.

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: THIS MATERIAL HAS A PROBABLE LOW ACUTE ORAL TOXICITY.

HEALTH HAZARDS (ACUTE AND CHRONIC): EPOXY RESINS CAN CAUSE SENSITIZATION BY EXPOSURE THROUGH CONTACT OR HIGH CONCENTRATIONS OF VAPOR. EYES: INJURY IS UNLIKELY BUT STAIN FOR EVIDENCE OF CORNEAL INJURY.

CARCINOGENICITY: NTP? NO IARC MONOGRAPHS? NO OSHA REGULATED? NO  
NO CONSTITUENTS OF THIS PRODUCT ARE REGULATED AS CARCINOGENS.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: RESPIRATORY CONDITIONS OR OTHER ALLERGIC RESPONSE.

### SECTION IV - FIRST AID PROCEDURES

INHALATION OVEREXPOSURE: REMOVE TO FRESH AIR AREA AND ADMINISTER OXYGEN IS NECESSARY.

EYE CONTACT: IMMEDIATELY FLUSH WITH WATER FOR AT LEAST 15 MINUTES AND CONSULT A PHYSICIAN.

SKIN CONTACT: SKIN CONTACT WILL NORMALLY CAUSE NO MORE THAN IRRITATION BUT WASH WITH SOAP AND WATER AND REMOVE CONTAMINATED CLOTHING PROMPTLY.

INGESTION: LOW TOXICITY, INDUCE VOMITING ONLY IF LARGE AMOUNTS OF MATERIAL ARE INGESTED, OTHERWISE DO NOT INDUCE VOMITING. IN EITHER CASE IMMEDIATELY CONSULT A PHYSICIAN.

### SECTION V - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT: 200+°F METHOD USED: SETA FLASH  
FLAMMABLE LIMITS IN AIR BY VOLUME - LOWER: N/A UPPER: N/A

EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO<sub>2</sub>, DRY CHEMICAL, WATER FOG

SPECIAL FIREFIGHTING PROCEDURES: DO NOT ENTER CONFINED FIRE AREA WITHOUT FULL BUNKER GEAR INCLUDING A POSITIVE PRESSURE NIOSH APPROVED SELF-CONTAINED BREATHING APPARATUS. COOL FIRE EXPOSED CONTAINERS WITH WATER.

UNUSUAL FIRE AND EXPLOSION HAZARDS: NO UNUSUAL FIRE HAZARDS KNOWN.

### SECTION VI - ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: WEAR APPROPRIATE RESPIRATOR AND PROTECTIVE CLOTHING. SHUT OFF THE SOURCE AT THE LEAK. REMOVE EXCESS WITH VACUUM TRUCK AND TAKE UP THE REMAINDER WITH CLAY OR OTHER ABSORBENT AND PLACE IN DISPOSAL CONTAINERS. FLUSH AREA WITH WATER TO REMOVE RESIDUE.

### SECTION VII - SAFE HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: STORE IN A COOL PLACE. SEAL ALL PARTIALLY USED CONTAINERS. WASH WITH SOAP AND WATER BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. MIXED MATERIALS CONTAIN THE HAZARDS OF ALL THE COMPONENTS, THEREFORE, READ THE MSDS'S OF ALL COMPONENTS PRIOR TO USING MATERIAL. PROPERLY LABEL ALL CONTAINERS.

OTHER PRECAUTIONS: AVOID ALL SKIN CONTACT. AVOID BREATHING VAPORS GENERATED

FROM THE MATERIAL. OBSERVE CONDITIONS OF GOOD GENERAL HYGIENE AND SAFE WORKING PRACTICES. CONTAMINATED LEATHER ARTICLES CANNOT BE CLEANED AND MUST BE DISCARDED IF CONTAMINATED WITH THIS PRODUCT. WASH ALL CONTAMINATED CLOTHING PRIOR TO THE REUSE THEREOF.

### SECTION VIII - EXPOSURE CONTROL/PERSONAL PROTECTION

RESPIRATORY PROTECTION: USE A NIOSH APPROVED RESPIRATOR AS REQUIRED TO PREVENT OVER-EXPOSURE TO VAPOR IN ACCORDANCE WITH 29 CFR 1910.134. GENERAL EXHAUST IS USUALLY SUFFICIENT IN LIEU OF NIOSH RESPIRATOR.

VENTILATION: GENERAL EXHAUST IS USUALLY SUFFICIENT TO CONTROL VAPORS AND EXPOSURE HAZARDS.

PROTECTIVE GLOVES: IMPERVIOUS GLOVES, NEOPRENE OR RUBBER.

EYE PROTECTION: SPLASH GOGGLES OR GLASSES WITH SIDE SHIELDS.

OTHER PROTECTIVE EQUIPMENT: WEAR BODY COVERING CLOTHING AND OTHER COVERING AS NECESSARY, SUCH AS AN APRON AND APPROPRIATE FOOTWEAR AND AVOID CONTACT WITH THE MATERIAL.

WORK/HYGIENIC PRACTICES: OBSERVE GENERAL GOOD HYGIENIC PRACTICES.

### SECTION IX - PHYSICAL/CHEMICAL CHARACTERISTICS

BOILING POINT: 200°F - 401°F

SPECIFIC GRAVITY (H<sub>2</sub>O=1): 1.4

VAPOR DENSITY: N/A

EVAPORATION RATE: N/A

SOLUBILITY IN WATER: NEGLIGIBLE

APPEARANCE AND ODOR: VISCOSITY PASTE - NEGLIGIBLE ODOR

### SECTION X - STABILITY AND REACTIVITY DATA

STABILITY: STABLE.

CONDITIONS TO AVOID: AVOID EXCESSIVE HEAT OR OPEN FLAMES.

INCOMPATIBILITY (MATERIALS TO AVOID): CAN REACT VIGOROUSLY WITH STRONG OXIDIZING AGENTS AND STRONG LEWIS ACIDS OR MINERAL ACIDS.

HAZARDOUS DECOMPOSITION PRODUCTS: CO<sub>2</sub>, ALDEHYDES, ACIDS. REACTION WITH SOME CURING AGENTS CAN GENERATE LARGE AMOUNTS OF HEAT.

HAZARDOUS POLYMERIZATION: WILL NOT OCCUR.

### SECTION XI - TOXICOLOGICAL INFORMATION

No information available.

### SECTION XII - ECOLOGICAL INFORMATION

No data available.

### SECTION XIII - DISPOSAL CONSIDERATIONS

Dispose of according to applicable Federal, State, County, and Local requirements.

### SECTION XIV - TRANSPORTATION INFORMATION

	DOT-U.S./MOT-CANADA
PROPER SHIPPING NAME:	NON REGULATED MATERIAL (PAINT AND RELATED MATERIAL)
HAZARD CLASS:	NOT APPLICABLE
IDENTIFICATION NO:	NOT APPLICABLE
PACKAGING GROUP:	NOT APPLICABLE



## SECTION XV - REGULATORY INFORMATION

WHMIS: This material contains the following ingredient(s) at, or above the minimum concentration specified on the WHMIS Ingredient Disclosure List under the Hazardous Products Act of Canada:

BENZYL ALCOHOL                   CAS No. 100-51-6  
TOLUENE                            CAS No. 108-88-3

SARA 313: This product contains the following material(s) subject to the reporting requirements under Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR 372:

TOLUENE                            CAS No. 108-88-3

CA Prop 65: This product contains the following chemical(s) known to the State of California to cause cancer or reproductive toxicity:

TOLUENE                            CAS No. 108-88-3, <0.5%

VOC STATUS: NOT AVAILABLE FOR INDIVIDUAL COMPONENTS

## SECTION XVI - ADDITIONAL INFORMATION

No changes

### Disclaimer

The information contained in this Material Safety Data Sheet has been prepared in accordance with the OSHA Hazard communication Standard CFR 1910.1200. This information relates specifically to the product designated and may not be valid for the product when used in combination with any other materials or products or in a particular process. The information is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness, whether originating within the company or not. The user should review this information, satisfy itself as to its suitability and completeness, and pass on the information to its employees or customers in accordance with applicable federal, state or local hazard communications requirements. We do not accept responsibility for any loss or damage which may occur from the use of this information.

Prepared By:           John Wenneman  
Modified By:

Date: 06/07/2001

End of MSDS Document

## MATERIAL SAFETY DATA SHEET

B70VQ10  
07 00DATE OF PREPARATION  
Jun 29, 2014

## SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

## PRODUCT NUMBER

B70VQ10

## PRODUCT NAME

ARMORSEAL® Water-Based Epoxy Primer/Sealer (Part A), Clear

## MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY  
101 Prospect Avenue N.W.  
Cleveland, OH 44115

## Telephone Numbers and Websites

Product Information	(800) 524-5979 www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

## SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
5	2807-30-9	2-Propoxyethanol		
		ACGIH TLV	Not Available	1.3 mm
		OSHA PEL	Not Available	
2	100-51-6	Phenylmethanol		
		ACGIH TLV	Not Available	0.15 mm
		OSHA PEL	Not Available	
10	25085-99-8	Epoxy Polymer		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
26	25068-38-6	Epoxy Polymer		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	

## SECTION 3 — HAZARDS IDENTIFICATION

## ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

## EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

Prolonged overexposure to hazardous ingredients in Section 2 may cause adverse chronic effects to the following organs or systems:

- the nervous system

## SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

## MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

May cause allergic skin reaction in susceptible persons or skin sensitization.

## CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

## HMIS Codes

Health	2*
Flammability	0
Reactivity	0

## SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
- SKIN:** Wash affected area thoroughly with soap and water.  
If irritation persists or occurs later, get medical attention.  
Remove contaminated clothing and launder before re-use.
- INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet.
- INGESTION:** Do not induce vomiting. Get medical attention immediately.

## SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
200 °F PMCC	1.3	15.8	Not Applicable

### EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

### UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.  
During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

### SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.  
Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

## SECTION 6 — ACCIDENTAL RELEASE MEASURES

### STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.  
Remove with inert absorbent.

## SECTION 7 — HANDLING AND STORAGE

### STORAGE CATEGORY

DOL Storage Class IIIB

### PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.  
Keep out of the reach of children.

## SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

### PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.  
Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.  
Wash hands after using.  
This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m<sup>3</sup> (total dust), 3 mg/m<sup>3</sup> (respirable fraction), OSHA PEL 15 mg/m<sup>3</sup> (total dust), 5 mg/m<sup>3</sup> (respirable fraction).

### VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

### RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.  
When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

### PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

### EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

### OTHER PROTECTIVE EQUIPMENT

Use of barrier cream on exposed skin is recommended.

### OTHER PRECAUTIONS

This product must be mixed with other components before use. Before opening the packages, READ AND FOLLOW WARNING LABELS ON ALL COMPONENTS.

## SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	8.76 lb/gal	1050 g/l
SPECIFIC GRAVITY	1.05	
BOILING POINT	212 - 405 °F	100 - 207 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	67%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
pH	9.0	

### VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

1.57 lb/gal	188 g/l	Less Water and Federally Exempt Solvents
0.63 lb/gal	75 g/l	Emitted VOC

## SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

## SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

No ingredient in this product is an IARC, NTP or OSHA listed carcinogen.

TOXICOLOGY DATA

CAS No.	Ingredient Name	LC50 RAT	4HR	LD50 RAT
2807-30-9	2-Propoxyethanol			Not Available
		LC50 RAT	4HR	3090 mg/kg
		LD50 RAT		
100-51-6	Phenylmethanol			Not Available
		LC50 RAT	4HR	Not Available
		LD50 RAT		
25085-99-8	Epoxy Polymer			Not Available
		LC50 RAT	4HR	Not Available
		LD50 RAT		
25068-38-6	Epoxy Polymer			Not Available
		LC50 RAT	4HR	Not Available
		LD50 RAT		

## SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

## SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

## SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)  
Not Regulated for Transportation.  
Canada (TDG)  
Not Regulated for Transportation.  
IMO  
Not Regulated for Transportation.  
IATA/ICAO  
Not Regulated for Transportation.

**SECTION 15 — REGULATORY INFORMATION**

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Glycol Ethers	5	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

**SECTION 16 — OTHER INFORMATION**

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

## MATERIAL SAFETY DATA SHEET

B60VQ10  
08 00DATE OF PREPARATION  
Jun 5, 2014

## SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

## PRODUCT NUMBER

B60VQ10

## PRODUCT NAME

ARMORSEAL® Water-Based Epoxy Primer/Sealer (Part B), Hardener for Clear

## MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY  
101 Prospect Avenue N.W.  
Cleveland, OH 44115

## Telephone Numbers and Websites

Product Information	(800) 524-5979 www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

## SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure	
10	100-51-6	Phenylmethanol	ACGIH TLV OSHA PEL	Not Available Not Available	0.15 mm
2	64-19-7	Acetic Acid	ACGIH TLV ACGIH TLV OSHA PEL	10 PPM 15 PPM STEL 10 PPM	11 mm
3	9046-10-0	Poly(oxypropylene)diamine	ACGIH TLV OSHA PEL	Not Available Not Available	
1	112-57-2	Tetraethylene Pentamine	ACGIH TLV OSHA PEL	Not Available Not Available	
41	Proprietary	Polyamine	ACGIH TLV OSHA PEL	Not Available Not Available	

## SECTION 3 — HAZARDS IDENTIFICATION

## ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

## EFFECTS OF OVEREXPOSURE

EYES: Causes burns.

SKIN: Causes burns.

INHALATION: Causes burns of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

Prolonged overexposure to hazardous ingredients in Section 2 may cause adverse chronic effects to the following organs or systems:

- the nervous system

## SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

## MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

May cause allergic skin reaction in susceptible persons or skin sensitization.

## HMIS Codes

Health	3
Flammability	0
Reactivity	0

**CANCER INFORMATION**

For complete discussion of toxicology data refer to Section 11.

**SECTION 4 — FIRST AID MEASURES**

**EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention **IMMEDIATELY**.

**SKIN:** Wash affected area thoroughly with soap and water.  
If irritation persists or occurs later, get medical attention.

Remove contaminated clothing and laundry before re-use.

**INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet.

**INGESTION:** Do not induce vomiting. Get medical attention immediately.

**SECTION 5 — FIRE FIGHTING MEASURES****FLASH POINT**

200 °F PMCC

**LEL**

5.4

**UEL**

19.3

**FLAMMABILITY CLASSIFICATION**

Not Applicable

**EXTINGUISHING MEDIA**

Carbon Dioxide, Dry Chemical, Alcohol Foam

**UNUSUAL FIRE AND EXPLOSION HAZARDS**

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

**SPECIAL FIRE FIGHTING PROCEDURES**

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

**SECTION 6 — ACCIDENTAL RELEASE MEASURES****STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

**SECTION 7 — HANDLING AND STORAGE****STORAGE CATEGORY**

DOL Storage Class III B

**PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE**

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

**SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION****PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation.

Do not get in eyes, or on skin or clothing. Do not breathe vapor or spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m<sup>3</sup> (total dust), 3 mg/m<sup>3</sup> (respirable fraction), OSHA PEL 15 mg/m<sup>3</sup> (total dust), 5 mg/m<sup>3</sup> (respirable fraction).

**VENTILATION**

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

**RESPIRATORY PROTECTION**

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

**PROTECTIVE GLOVES**

To prevent skin contact, wear gloves which are recommended by glove supplier for protection against materials in Section 2.

**EYE PROTECTION**

To prevent eye contact, wear safety spectacles with unperforated sideshields.

**OTHER PROTECTIVE EQUIPMENT**

Use barrier cream on exposed skin.

**OTHER PRECAUTIONS**

This product must be mixed with other components before use. Before opening the packages, **READ AND FOLLOW WARNING LABELS ON ALL COMPONENTS.**

## SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	8.87 lb/gal	1062 g/l
SPECIFIC GRAVITY	1.07	
BOILING POINT	212 - 405 °F	100 - 207 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	57%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
pH	9.0	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	1.95 lb/gal	234 g/l
	1.08 lb/gal	129 g/l
	Less Water and Federally Exempt Solvents	
	Emitted VOC	

## SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

## SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

No ingredient in this product is an IARC, NTP or OSHA listed carcinogen.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
100-51-6	Phenylmethanol	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
64-19-7	Acetic Acid	LC50 RAT	4HR	Not Available
		LD50 RAT		3310 mg/kg
9046-10-0	Poly(oxypropylene)diamine	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
112-57-2	Tetraethylene Pentamine	LC50 RAT	4HR	Not Available
		LD50 RAT		205 mg/kg
Proprietary	Polyamine	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

## SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

## SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.



**SECTION 14 — TRANSPORT INFORMATION**

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

**US Ground (DOT)**

Not Regulated for Transportation.

**Canada (TDG)**

Not Regulated for Transportation.

**IMO**

Not Regulated for Transportation.

**IATA/ICAO**

Not Regulated for Transportation.

**SECTION 15 — REGULATORY INFORMATION**

**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
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No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

**TSCA CERTIFICATION**

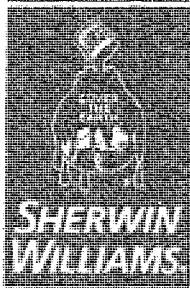
All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

**SECTION 16 — OTHER INFORMATION**

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.





**Protective  
&  
Marine  
Coatings**

# KROMIK® METAL PRIMER

E41N1 BROWN

Revised: December 6, 2013

## PRODUCT INFORMATION

2.13

### PRODUCT DESCRIPTION

KROMIK METAL PRIMER is a long oil, high quality, rust inhibitive, brown, steel primer. For use in industrial environments to protect steel against atmospheric corrosion. Recommended for use where marginal surface preparation requires a penetrating type primer.

- Excellent corrosion resistance
- Long term flexibility
- Excellent adhesion to tightly adhering rust and mill scale
- Excellent wetting ability
- Low temperature application
- Excellent application characteristics

### PRODUCT CHARACTERISTICS

Finish:	Flat
Color:	Brown
Volume Solids:	57% ± 2%
Weight Solids:	75% ± 2%
VOC (EPA Method 24):	Unreduced: <340 g/L; 2.80 lb/gal Reduced 12%: <380 g/L; 3.25 lb/gal

#### Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	5.0 (125)	7.0 (175)
Dry mils (microns)	3.0 (75)	4.0 (100)
~Coverage sq ft/gal (m <sup>2</sup> /L)	225 (5.5)	300 (7.4)
Theoretical coverage sq ft/gal (m <sup>2</sup> /L) @ 1 mil / 25 microns dft	912 (22.3)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

#### Drying Schedule @ 5.0 mils wet (125 microns):

STANDARD: REDUCED 10%:

@ 77°F/25°C @ 77°F/25°C

50% RH 50% RH

To touch:	2-4 hours	1-2 hours
Tack free:	4-6 hours	2 hours
To recoat, with alkyds:	24 hours	24 hours

Note: For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer.

Drying time is temperature, humidity, and film thickness dependent.

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point:	100°F (38°C), PMCC
Reducer/Clean Up:	Mineral Spirits, R1K4

### RECOMMENDED USES

For use over prepared metal substrates:

- Use as a field primer on structural steel and other large steel surfaces subject to flexing.

Examples:

- Towers
- Storage Tanks
- Cranes
- Suitable for use in USDA inspected facilities
- Structural Steel
- Bridges
- Piping

According to AISC, shop coat primers are intended for protection for only a short period of exposure in ordinary atmospheric conditions, and is considered a temporary and provisional coating.

Not recommended for immersion service or exposure to acids, alkalis, or strong solvents.

### PERFORMANCE CHARACTERISTICS

Substrate\*: Steel

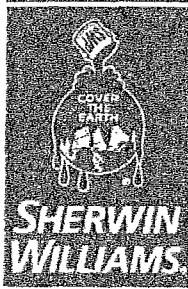
Surface Preparation\*: SSPC-SP6/NACE 3

System Tested\*:

1 ct. Kromik Metal Primer @ 3.0 mils (75 microns) dft  
\*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	220 mg loss
Adhesion	ASTM D4541	260 psi
Direct Impact Resistance	ASTM G14	35 in. lbs.
Dry Heat Resistance	ASTM D2485	200°F (93°F)
Flexibility	ASTM D522, 180° bend, 1/2" mandrel	Passes
Moisture Condensation Resistance	ASTM D4585, 100°F (38°C), 120 hours	Limited
Pencil Hardness	ASTM D3363	HB
Salt Fog Resistance	ASTM B117, 1000 hours	Moderate
Thermal Shock	ASTM D2246, 5 cycles	Excellent

Provides performance comparable to products formulated to federal specifications: SSPC-Paint #25



Protective  
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Coatings

# KROMIK® METAL PRIMER

E41N1 BROWN

## PRODUCT INFORMATION

2.13

### RECOMMENDED SYSTEMS

	Dry Film Thickness / ct.	
	Mils	(Microns)
<b>Steel, high build alkyd topcoat:</b>		
1 ct. Kromik Metal Primer	3.0-4.0	(75-100)
2 cts. Industrial Enamel HS	2.0-4.0	(50-100)
<b>Steel, water based topcoat:</b>		
1 ct. Kromik Metal Primer	3.0-4.0	(75-100)
2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
<b>Steel, aluminum topcoat under 200°F:</b>		
1 ct. Kromik Metal Primer	3.0-4.0	(75-100)
2 cts. Silver-Brite Aluminum Paint	1.0-1.5	(25-40)

**Other acceptable topcoats:**

- Industrial Urethane Alkyd
- Steel-Master 9500
- Steel-Spec FD Alkyd
- Sher-Cryl HPA

The systems listed above are representative of the product's use, other systems may be appropriate.

### SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:  
Iron & Steel: SSPC-SP2

#### Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	Rusted C St 3	C St 3	SP 3	-
Pitted & Rusted	D St 3	D St 3	SP 3	-

### TINTING

Do not tint.

### APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 120°F (49°C) maximum  
(air, surface, and material)  
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

Refer to product Application Bulletin for detailed application information.

### ORDERING INFORMATION

Packaging: 1 gallon (3.78L) and 5 gallon (18.9L) containers

Weight: 11.01 ± 0.2 lb/gal, 1.3 Kg/L

### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

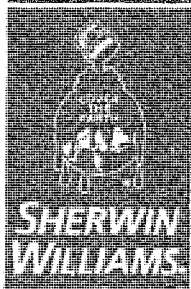
Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

### WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.



**Protective  
&  
Marine  
Coatings**

**KROMIK® METAL PRIMER**

E41N1 BROWN

Revised: December 6, 2013

**APPLICATION BULLETIN**

2.13

**SURFACE PREPARATIONS**

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

**Iron & Steel**

Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Prime any bare steel within 8 hours or before flash rusting occurs.

**Previously Painted Surfaces**

If in sound condition, clean the surface of all foreign material. Smooth, hard, or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

**APPLICATION CONDITIONS**

Temperature: 40°F (4.5°C) minimum, 120°F (49°C) maximum  
(air, surface, and material)  
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

**APPLICATION EQUIPMENT**

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up ..... Mineral Spirits, R1K4

**Airless Spray**

Pressure.....2000 psi  
Hose..... 1/4" ID  
Tip......015"  
Filter.....60 mesh  
Reduction.....As needed up to 12% per gallon

**Conventional Spray**

Gun .....Binks 95  
Fluid Nozzle .....63C  
Air Nozzle.....63PB  
Atomization Pressure.....50 psi  
Fluid Pressure..... 15 - 20 psi  
Reduction.....As needed up to 12% per gallon

**Brush**

Brush.....Natural Bristle  
Reduction.....Not recommended

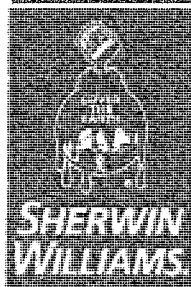
**Roller**

Cover ..... 3/8" woven solvent resistant core  
Reduction.....Not recommended

If specific application equipment is not listed above, equivalent equipment may be substituted.

**Surface Preparation Standards**

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	D St 3	D St 3	SP 3	-



**Protective  
&  
Marine  
Coatings**

**KROMIK® METAL PRIMER**

E41N1 BROWN

**APPLICATION BULLETIN**

2.13

**APPLICATION PROCEDURES**

Surface preparation must be completed as indicated.

**Mixing Instructions:** Mix paint thoroughly to a uniform consistency with low speed power agitation prior to use.

Apply paint at the recommended film thickness and spreading rate as indicated below:

**Recommended Spreading Rate per coat:**

	Minimum	Maximum
Wet mils (microns)	5.0 (125)	7.0 (175)
Dry mils (microns)	3.0 (75)	4.0 (100)
~Coverage sq ft/gal (m <sup>2</sup> /L)	225 (5.5)	300 (7.4)
Theoretical coverage sq ft/gal (m <sup>2</sup> /L) @ 1 mil / 25 microns dft	912 (22.3)	

*NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.*

**Drying Schedule @ 5.0 mils wet (125 microns):**

**STANDARD:** **REDUCED 10%:**

@ 77°F/25°C @ 77°F/25°C

50% RH 50% RH

**To touch:** 2-4 hours 1-2 hours

**Tack free:** 4-6 hours 2 hours

**To recoat, with alkyds:** 24 hours 24 hours

*Note: For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer.*

*Drying time is temperature, humidity, and film thickness dependent.*

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

**CLEAN UP INSTRUCTIONS**

Clean spills and spatters immediately with Mineral Spirits, R1K4. Clean tools immediately after use with Mineral Spirits, R1K4. Follow manufacturer's safety recommendations when using any solvent.

**DISCLAIMER**

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**PERFORMANCE TIPS**

Stripe coat all crevices, welds and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Mineral Spirits, R1K4.

Excessive reduction of material can affect film build, appearance, and adhesion.

Intimate contact of the steel surface and primer is necessary for adhesion and rust inhibition.

Refer to Product Information sheet for additional performance characteristics and properties.

**SAFETY PRECAUTIONS**

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

**WARRANTY**

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED. STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



**Benjamin Moore®**

# 100% ACRYLIC CONCRETE STAIN 072

### Features

- Resists hot tire pick-up.
- Water repellent.
- Epoxy fortified.
- Great on previously painted surfaces
- Low odor.
- Protects interior and exterior surfaces.

### General Description

A premium quality, epoxy fortified 100% acrylic latex opaque stain ideal for use on all interior and exterior concrete and masonry surfaces. This product is high hiding and features excellent adhesion and abrasion resistance for long term durability.

### Recommended For

Residential or commercial applications where a premium quality stain is desired. Interior and exterior use on unpainted concrete (new or old) and brick, masonry, stucco surfaces and previously painted surfaces. Particularly recommended for basements and garage floors, patios, walkways, driveways, tennis courts, and masonry pool decks.

### Limitations

- Driveways and garage floors may be stained but due to variations in the composition of concrete and tires, touch up maintenance may be required if some pick-up from hot tires occurs even though surface preparation directions are followed.
- Do not apply to wood or metal surfaces.
- Do not apply when air and surface temperatures are below 50°F (10°C).

**CAUTION:** All sealed walking surfaces may become slippery when wet. Where non-skid characteristics are desired, a small amount of (P67) Anti-Slip Aggregate or clean play sand may be added.

### Product Information

<p><b>Colors — Standard:</b> White and a variety of ready-mixed colors.</p> <p><b>— Tint Bases:</b> Benjamin Moore® Color Preview® 1B - Pastel Base</p> <p><b>— Special Colors:</b> Contact your Benjamin Moore representative.</p> <p><b>Certification:</b>  VOC compliant in all regulated areas, except South Coast.  Master Painter's Institute MPI #58  Very low in VOC's</p> <p><b>Technical Assistance:</b> Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-800-826-2623, see <a href="http://www.benjaminmoore.com">www.benjaminmoore.com</a>, or consult your local Yellow Pages.</p>	<table border="1"> <thead> <tr> <th>Technical Data◇</th> <th>Pastel Base</th> </tr> </thead> <tbody> <tr> <td>Vehicle Type</td> <td>Epoxy Modified Acrylic Latex</td> </tr> <tr> <td>Pigment Type</td> <td>Titanium Dioxide</td> </tr> <tr> <td>Volume Solids</td> <td>35%</td> </tr> <tr> <td>Coverage per Gallon at Recommended Film Thickness</td> <td>300 – 500 Sq. Ft.</td> </tr> <tr> <td>Recommended Film Thickness</td> <td></td> </tr> <tr> <td>  – Wet</td> <td>4.0 mils</td> </tr> <tr> <td>  – Dry</td> <td>1.4 mils</td> </tr> <tr> <td colspan="2">Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.</td> </tr> <tr> <td>Dry Time @ 77°F (25°C) @ 50% RH</td> <td></td> </tr> <tr> <td>  – To Touch</td> <td>1 Hour</td> </tr> <tr> <td>  – To Recoat</td> <td>Overnight</td> </tr> <tr> <td colspan="2">Allow driveways and garage floors to cure for one week before returning to service. High humidity and cool temperatures will result in longer dry, recoat and service times.</td> </tr> <tr> <td>Dries By</td> <td>Evaporation, Coalescence</td> </tr> <tr> <td>Viscosity</td> <td>70 ± 2 KU</td> </tr> <tr> <td>Flash Point</td> <td>None</td> </tr> <tr> <td>Gloss / Sheen</td> <td>Low Lustre</td> </tr> <tr> <td>Surface Temperature at Application</td> <td></td> </tr> <tr> <td>  – Min.</td> <td>50°F</td> </tr> <tr> <td>  – Max</td> <td>90°F</td> </tr> <tr> <td>Thin With</td> <td>Clean Water</td> </tr> <tr> <td>Clean Up Thinner</td> <td>Clean Water</td> </tr> <tr> <td>Weight Per Gallon</td> <td>10.62 lbs</td> </tr> <tr> <td>Storage Temperature</td> <td></td> </tr> <tr> <td>  – Min.</td> <td>40°F</td> </tr> <tr> <td>  – Max</td> <td>90°F</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Volatile Organic Compounds (VOC)</b></td> </tr> <tr> <td colspan="2" style="text-align: center;">97 Grams/Liter .81 Lbs./Gallon</td> </tr> </tbody> </table>	Technical Data◇	Pastel Base	Vehicle Type	Epoxy Modified Acrylic Latex	Pigment Type	Titanium Dioxide	Volume Solids	35%	Coverage per Gallon at Recommended Film Thickness	300 – 500 Sq. Ft.	Recommended Film Thickness		– Wet	4.0 mils	– Dry	1.4 mils	Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.		Dry Time @ 77°F (25°C) @ 50% RH		– To Touch	1 Hour	– To Recoat	Overnight	Allow driveways and garage floors to cure for one week before returning to service. High humidity and cool temperatures will result in longer dry, recoat and service times.		Dries By	Evaporation, Coalescence	Viscosity	70 ± 2 KU	Flash Point	None	Gloss / Sheen	Low Lustre	Surface Temperature at Application		– Min.	50°F	– Max	90°F	Thin With	Clean Water	Clean Up Thinner	Clean Water	Weight Per Gallon	10.62 lbs	Storage Temperature		– Min.	40°F	– Max	90°F	<b>Volatile Organic Compounds (VOC)</b>		97 Grams/Liter .81 Lbs./Gallon	
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◇ Reported values are for Pastel Base. Contact Benjamin Moore for values of other bases or colors.

## 100% Acrylic Concrete Stain 072

### Surface Preparation

Surfaces must be thoroughly dry, free of dirt, sealer or waxes, peeling paint, efflorescence, laitance, grease or oily substances. Glossy surfaces must be dulled by sanding. To clean floor, scrub with a detergent and rinse thoroughly with clean water. Remove powdery material from new unpainted concrete by sweeping and rinsing with clean water. Smooth troweled surfaces or non-porous concrete must be etched before applying Concrete Stain. Use a 10% muriatic acid solution or Benjamin Moore® Super Spec® Concrete Pretreatment & Etch (P85), rinse thoroughly with water and allow to dry completely, at least 24 hours before staining (follow manufacturer's label directions). **CAUTION:** Wear work goggles, rubber gloves and boots and protective clothing when using Concrete Pretreatment & Etch (P85). Allow new concrete to cure 30 days before etching.

**WARNING!** If you scrape, sand or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

### Primer/Finish Systems

Primer is not recommended

### Application

**Mixing of Stain:** Stir thoroughly before and occasionally during use. Apply with a quality synthetic brush, short or medium nap roller or airless spray.

Do not apply when air and surface temperatures are below 50°F (10°C).

**Spray, Airless:** Fluid Pressure — 1,500 to 2,500 PSI;  
Tip .011 - .015 Orifice

### Thinning/Cleanup

Thinning is unnecessary, but if required to obtain desired application properties, a small amount of clean water may be added. Never add other stains, paints or solvents. Wash painting tools in warm soapy water immediately after use. A final rinse with mineral spirits (paint thinner) may be required to completely clean applicators. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

**USE COMPLETELY OR DISPOSE OF PROPERLY.** Dry, empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency for more information on disposal options.**

### Environmental, Health & Safety Information

**Contains: Stoddard Solvents less than 3%**

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Avoid contact with eyes and prolonged or repeated contact with skin. Wear eye protection and gloves during application or sanding. A dust/particulate respirator approved by NIOSH should be worn when sanding or spraying. Close container after each use. **WEAR A PROPERLY FITTED VAPOR/PARTICULATE RESPIRATOR APPROVED BY NIOSH FOR USE WITH PAINTS,** eye protection, gloves, and protective clothing during application (or sanding) and until all vapors and spray mist are exhausted. In confined places or in situation where continuous spray operations are typical, or if proper respirator fit is not possible, wear a positive-pressure, supplied air respirator approved by NIOSH. In all cases, follow respirator manufacturer's directions. Do not permit anyone without protection in the painting area. Close container after each use.

**WARNING:** This product contains a chemical known to the state of California to cause cancer and birth defects, or other reproductive harm.

**FIRST AID:** If affected by inhalation of vapors or spray mist, remove to fresh air. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and call a physician; for skin, wash thoroughly with soap and water. In case of ingestion, **DO NOT INDUCE VOMITING.** Get medical help immediately.

**IN CASE OF: FIRE** - Use foam, CO<sub>2</sub>, dry chemical or water fog.  
**SPILL** - Absorb with inert material and dispose of as specified under Thinning/Cleanup.

**KEEP OUT OF REACH OF CHILDREN**

**Refer to Material Safety Data Sheet for additional health and safety information.**



metal/Wood Restoration materials  
**GALVANIZED METAL PRIMER A-3**  
K00024000



Product Data Sheet

**DESCRIPTION**

**Galvanized Metal Primer** is a solvent-based, acrylic coating with low VOC. It is intended for use in mild industrial and commercial environments. It may be used untopcoated or topcoated with select waterborne or solvent-based coatings.

**ADVANTAGES**

Excellent adhesion to galvanized and aluminum surfaces  
High light reflectance  
Early moisture resistance

Good acid and alkali resistance

Acceptable for use in federally inspected meat and poultry plants.

**COMMENDED USES**

Use over prepared:

Galvanized steel

Mild ferrous metal

Galvalume

Rich primers

Plates:

Steel

Deck ceiling

Roofs

Roofs

**APPLICATIONS**

**Galvanized Metal or Aluminum, Interior:**  
Galvanized Metal Primer (K00024000)  
0.5 mils dft/ct

**Galvanized Metal or Aluminum, Exterior:**  
Galvanized Metal Primer (K00024000) @ 3.0 - 4.5 mils dft/ct

**Galvanized Metal or Aluminum:**  
Galvanized Metal Primer (K00024000) @ 3.0 - 4.5 mils dft/ct  
Industrial Alkyd Enamels (K0053) Series  
0.5 mils dft/ct or Dry Fall Paints

**SURFACE PREPARATION**

Surface must be clean, dry, and in sound condition. Remove all dirt, loose rust, visible contaminants, peeling paint, and other material. Always remove contaminants before applying primer.

Remove all oil, grease, dirt, oxide and other foreign matter by solvent cleaning per SSPC-SP1.

**Weathering:** Allow to weather a minimum of six months. Remove grease, oil, dirt, soil, drawing compounds, and other contaminants by use of solvents, emulsions, cleaning agents, and abrasive cleaning per SSPC-SP1. If weathering is not complete, metal has been treated with chromates or silicates, clean metal per SSPC-SP1 and apply a test patch (minimum 100 sq ft) and allow to dry for at least one week before painting. If adhesion is unacceptable, Brush-Off Blasting (BOB) or JACE 4 is required to remove these treatments.

**SURFACE PREPARATION cont.**

**Old Galvanized Metal:** If metal is covered with white powder (white rust) and there is little or no rusting, Solvent Clean per SSPC-SP1. If zinc surface has weathered away and general rusting is taking place, Hand Tool Clean per SSPC-SP2, and spot prime only the rusted areas.

**Factory Finished Interior Metal Roof Deck:** This surface may be hard and slick and prohibit adequate adhesion. Spot test. Solvent Clean per SSPC-SP1 and apply a test patch of Galvanized Metal Primer. Allow paint to dry at least one week before testing adhesion. Be sure decking manufacturer certifies it is paintable. If adhesion is poor, Hand Tool Clean per SSPC-SP2 or Brush Blast per SSPC-SP7.

**APPLICATION**

**APPLICATION CONDITIONS**

Temperature: 40°F minimum, 100°F maximum (air, surface, and material). At least 5°F above dew point.  
Relative humidity: 85% maximum

**APPLICATION EQUIPMENT**

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

**Reducer/Clean-up:** Below 80°F: Xylene (166-1530)  
Above 80°F: Aromatic Naphtha (Hi-Flash) (166-4659)

**Airless Spray:** Pressure: 2400 psi; Hose: 1/4" ID; Tip: .015" Filter: 60 mesh; Reduction: As needed, up to 3% by volume

**Conventional Spray:** Gun: Binks 95; Fluid Nozzle: 63A; Air Nozzle: 63PB; Atomization Pressure: 50 psi; Fluid Pressure: 15 psi; Reduction: As needed, up to 3% by volume

**Brush:** Nylon/Polyester; reduction not recommended

**Roller:** 3/8" nap synthetic or lambs wool; reduction not recommended

**Note:** If specific application equipment is listed above, equivalent equipment may be substituted.

**APPLICATION PROCEDURES**

- Surface preparation must be completed as indicated.
- Mix paint thoroughly by boxing and stirring before use.
- Apply paint at the recommended film thickness and spreading rate as indicated.

**PERFORMANCE TIPS**

- Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.
- When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.
- Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.
- Excessive reduction of material can affect film build, appearance, and adhesion.

# MATERIAL SAFETY DATA SHEET

**DURON, INC.**  
10406 TUCKER ST.  
BELTSVILLE, MD 20705  
(301) 902-3288

EMERGENCY TELEPHONE NUMBER  
(800) 228-5635  
CHEMTRREC  
(800) 424-9300

DATE OF PREPARATION  
09/21/00  
PAGE  
1 of 2



## 33-010 - DURA CLAD ALKYD WHITE METAL PRIMER 33-015 - DURA CLAD DAMP PROOF RED OXIDE METAL PRIMER

CHEMICAL FAMILY: Alkyd Paint

INGREDIENTS	CAS NO.	ACGIH TLV (STEEL)	OSHA PEL (STEEL)	UNITS	33-010	33-015
CALCIUM CARBONATE	1317-65-3	10	15-5	mg/m3	<10	<20
ALKYD RESIN	N.E.	N.E.	N.E.		<25	<25
DIATOMACEOUS EARTH, FLUX-CALCINED	68855-54-9	10-3	80 mg/m3/%SiO2	mg/m3	<5	
STODDARD SOLVENT	8052-41-3	100	500	ppm	<30	<30
TALC	14807-96-6	2	20 mppf	mg/m3	<15	<20
TITANIUM DIOXIDE	13463-67-7	10	15	mg/m3	<15	
-ZINC HYDROXYPHOSPHITE	55799-16-1	N.E.	N.E.		<15	<5
FERRIC OXIDE	1309-37-1	5	10	mg/m3		<5
BLACK IRON OXIDE	1317-61-9	5	10	mg/m3		<5
SILICA, CRISTOBALITE	107-21-1	0.05	80 mg/m3/%SiO2	mg/m3	<5	
SILICA, QUARTZ	14808-60-7	0.1	80 mg/m3/%SiO2	mg/m3	<0.5	
Volatile Organic Content (lbs./gal.)					3.15	3.14
Specific Gravity					1.38	1.36
% Volatile by Volume					48.02	48.1
Flash Point (°F)					104	104
Boiling Point (°F)					308 -- 396	308 -- 396

\*Ingredient subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right to Know Act (EPCRA) of 1986 40 CFR 372.

**FIRE AND EXPLOSION HAZARD DATA**

Flammability Classification: Class II

Extinguishing Media: Use NFPA Class B fire extinguisher (carbon dioxide, dry chemical, or universal aqueous film forming foam). Water may be ineffective.

Unusual Fire and Explosion Hazards: Vapors are heavier than air and may travel along the ground or be moved by ventilation and ignited by heat, pilot lights, other flame and ignition sources distant from the handling point.

Special Firefighting Procedures: Water may be used to cool and protect exposed containers. Firefighters should use full protective clothing, eye protection, and self-contained breathing apparatus.

**HEALTH HAZARD DATA**

Primary Routes of Exposure: Inhalation, skin contact, eye contact, and ingestion.

**Effects of Overexposure:**

Ingestion: May cause gastro-intestinal disturbance, nausea, vomiting, and diarrhea.

Inhalation: Irritation of respiratory tract. Prolonged inhalation may lead to drowsiness, dizziness, lightheadedness, nausea, and headache. High vapor concentrations may result in CNS depression.

Eye Contact: Irritation of eyes. Prolonged or repeated contact can cause tearing of eyes, redness of eyes, and blurred vision.

Skin Contact: Irritation of skin. Prolonged or repeated contact can cause moderate irritation, itching, and/or dermatitis.

Supplemental Health Information: Contains crystalline silica (quartz and cristobalite), which is considered hazardous by inhalation. Crystalline silica is listed in the IARC Monographs for carcinogenicity. Crystalline silica is a known cause of silicosis, a noncancerous lung disease. Pigment dust would not normally be encountered when applying a packaged paint product. Notice: reports have associated repeated and prolonged occupational exposure to solvents with permanent brain and nervous system damage. Laboratory animal studies have shown prolonged and repeated inhalation to fight hydrocarbon vapors in the naphtha boiling range can produce adverse kidney effects in male rats. These effects were not observed in similar studies with female rats and female and male mice. A number of human studies have shown no clinical evidence of such effects at normal occupational levels. Rats exposed to titanium dioxide dust at 250 mg/m<sup>3</sup> developed lung cancer, however, such exposure levels are not attainable in the work place.

**FIRST AID PROCEDURES**

Ingestion: If swallowed, seek medical attention immediately.

Eye Contact: Flush immediately with large amounts of water, especially under eyelids for at least 15 minutes. If irritation or other effects persist, obtain medical attention.

Skin Contact: Flush from skin with water. Then wash thoroughly with soap and water. Remove contaminated clothing. Wash contaminated clothing before reuse.

Inhalation: Remove to fresh air. Restore and support continued breathing. Obtain emergency medical attention.

**REACTIVITY DATA**

Stability: Stable.

Incompatibility (Materials and Conditions to Avoid): Strong mineral acids, strong alkalis, strong oxidizing agents, and selected amines.

Hazardous Decomposition Products: Carbon monoxide, carbon dioxide, acrid fumes, and aldehydes.

Hazardous Polymerization: Will not occur.

**SPILL OR LEAK PROCEDURES**

Steps to be Taken in Case Material is Released or Spilled: Eliminate all sources of ignition. Ventilate area. Spills may be collected with absorbent materials. Dike and contain large spills. Keep material and rinse water out of sewers and water courses.

Waste Disposal Method: Dispose in accordance with applicable local, county, state, and federal regulations.

**PROTECTION INFORMATION:**

Ventilation Requirements: Local exhaust or general ventilation to prevent build up of vapors.

Personal Protective Equipment: Safety glasses or goggles, and impervious gloves

Respiratory Protection: Where respiratory protection is required, use only NIOSH/MSHA approved respirators in accordance with OSHA standard 29 CFR 1910.134.

**SPECIAL PRECAUTIONS:**

Handling and Storage: Eliminate all ignition sources e.g., flames, flames including pilot lights, electrical sparks, etc.

Other Precautions: Keep out of reach of children. Keep container tightly closed and upright when not in use. Avoid conditions, which result in formation of inhalable particles, such as spraying or sanding painted surfaces. If such conditions cannot be avoided, issue appropriate respiratory protection

The information contained herein is based on data available at the time of preparation of this data sheet, which Duron, Inc. believes to be reliable. Since conditions of use are outside our control, we make no warranties express or implied, and assume no liability in connection with any use of this information. Complies with OSHA hazard communication standard 29 CFR 1910.1200.



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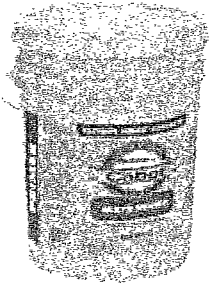
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WE SPECIALIZE IN:  
WATERPROOFING PAINTING,  
ELECTROSTATIC PAINTING,  
CHEMICAL PRESSURE CLEANING  
AND EXPANSION JOINTS.

## Factory Finish



### Factory Finish Alkyd Primer

Available Finishes

(Click to download product details) 

- [Factory Finish Alkyd Primer #1573 White & #1572 Gray](#)
- [Factory Finish Alkyd Primer #1591 White](#)

### Quick Facts

- Ideal base coat for PRO.V.T. Solid Color Acrylic Stain
- Ideal base coat for The Finish
- Formulated specifically for machine application

### Safety Info

- [View our Manufacturer Safety Data Sheets](#)

### Features

Cabot Factory Finish Alkyd Primer is specially formulated to provide superior resistance to extractive bleeding and moisture problems. Formulated specifically for machine application, when the wood is coated on all four sides, this primer makes an ideal base coat for Cabot Factory Finish, as well as Cabot PRO.V.T.® Solid Color Acrylic Stain, The Finish and other solid color stains and paints.

### Coverage

On smooth surfaces, approximately 400-500 square feet per gallon; on rough surfaces, 150-250 square feet per gallon. These rates will vary depending upon the porosity of the surface.

### Where to Use

Cabot Factory Finish Alkyd Primer provides superior performance and durability on exterior siding and trim. It also provides excellent adhesion to all new wood surfaces, including smooth, shiny (mill glaze) siding and lumber. Cabot Factory Finish Alkyd Primer is recommended for use on extractive-prone wood species such as cedar, fir, redwood, and on all types of wood surfaces, including siding, shingles, plywood, smooth and rough-sawn surfaces.

## Preparing Your Surfaces

Proper surface preparation is the key to maximum finish performance. The durability of this product can be impaired by an unsound or poorly prepared surface. It is very important the surface be clean of all dirt, mildew stains, loose wood fibers and other foreign matter. Surfaces must be dry. (Moisture content must be below 15%.) New wood, once dry, should not be allowed to weather.

## Application

Apply only by machine under factory-controlled conditions.



Specifically formulated for the machine-finishing process and the application to siding prior to installation.

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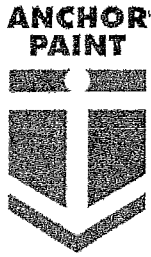


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Computer screens and printers vary in how colors are displayed, so the colors you see may not match the paint's actual color. In addition, the actual and perceived color of applied stain may be affected by factors such as wood absorption rates, application techniques, and the wood's natural color and grain tones.





# Product Data Sheet

## Uni-Kote™ Interior Flat Latex – P100 Series

### Product Description

This quality latex product comes ready to use. No primer or sealer is normally necessary. It will not yellow, dries fast, cleans up with soap and water, and is low odor.

### Where to Use

A specially formulated vinyl-acrylic emulsion for wall board, plaster, wood, block, and other interior surfaced.

### Product Characteristics

**Color** #P100 - White, Standard and Custom Colors

**Gloss** Flat

**Architectural and Industrial Maintenance Category** Flat Coatings, Interior

#### Drying Time

Temperature	To Touch	To Recoat
75°F / 55% R.H.	20 Minutes	1 Hour

(Cooler temperatures and higher humidity will lengthen drying time)

### Preparation & Priming

#### Surface Preparation

The surface must be clean, dry, and free of any contaminants. On previously painted surfaces, be sure that stains and imperfections will not bleed through coating. New or old surfaces need not be primed unless variance in color is substantial. Glossy surfaces should be sanded or flattened by use of a chemical deglosser.

#### Primer Coats

Some applications might need Anchor #P1508 drywall sealer, however on new surfaces, normally two coats of #7000 series will be sufficient. Consult your Anchor representative for specific job recommendations.

### Mixing & Application

#### Mixing

Stir thoroughly, making sure no pigment remains on the bottom of the can.

#### Thinning

Thin with water only if necessary up to one pint per gallon

#### Surface Temperature

Minimum 50°F, Maximum 110°F - The surface should be dry and the relative humidity should be less than 85%.

#### Recommended Thickness

1.6-2.0 mils dry per coat, two coats recommended

#### Theoretical Coverage

541 ft<sup>2</sup>/gal at 1 mil dry, assuming no application losses. Coverage will vary depending on color, the surface texture and application technique.

#### Coverage Rates per Coat

	Dry Mils	Wet Mils	ft <sup>2</sup> /gal
Suggested	1.8	5.3	302
Minimum	1.6	4.7	339
Maximum	2.0	5.9	271

#### Application Equipment

Airless Spray	Pressure	1800-2400 psi
	Tip	0.015"-0.017"
Conventional Spray	Air Pressure	40-70 psi
	Fluid Pressure	10-20 psi
Roller	Use 1/4" nap lambswool covers.	
Brush	Use high quality synthetic or nylon bristle brushes.	

#### Application Considerations

This coating allows for brush, roller, or spray application. Check color before applying as Anchor cannot be responsible for color dissatisfaction after application. Always apply into rather than away from the wet edge, overlapping each pass 50%. Avoid touching up, rolling or brushing back into paint more than ten minutes after applying. Touch up when paint is completely dry. Allow the paint to cure at least ten days before cleaning newly painted surfaces.

## Mixing & Application Continued

### Touch-Up

Proper touch-up is accomplished by applying a thin coat of this product over a well coated surface using the same method of application as used to apply the finish coat, that is, spray over spray, roller over roller. If the finish coat is sprayed, it is also possible to spray a small amount into an empty container, then touching up with a foam brush. Touch up should be done within 5°F of the original temperature.

## Clean-up & Storage

### Clean-up

Use soap and water

### Storage Temperature

Minimum 35°F

Maximum 110°F

### Shelf Life

Under Normal Conditions (Unopened) – Two Years

## Safety & Important Information

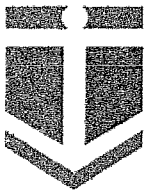
**WARNING! OVEREXPOSURE MAY CAUSE KIDNEY DAMAGE. CONTAINS: ETHYLENE GLYCOL.** Causes eye irritation. **NOTICE:** Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal.

**Use only with adequate ventilation.** Avoid breathing vapors or spray mist. Ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates vapor/mist levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH approved) during and after application. Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes. Wash thoroughly after handling. **KEEP OUT OF REACH OF CHILDREN.**

**WARNING!** If you scrape, sand or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead). **WARNING!** Sanding or scraping pressure treated lumber may be hazardous; wear appropriate protection.

Version: 1/2012

**LIMITED WARRANTY:** The technical data on this label or on other data is true and accurate to the best of our knowledge. We guarantee our products to conform to ANCHOR PAINT MFG. CO. quality control standards. Due to misuse in handling, storage, application and workmanship or variables such as weather or surface integrity that are beyond our control, Anchor Paint does not authorize any representative to make any warranty or merchantability of fitness of this product. Any liability whatsoever of Anchor Paint Mfg. Co. to the buyer or user of this product is limited to the purchaser's cost of the product itself.



## Uni-Kote™ Interior Flat Latex – P100 Series

### Product Description

General Description This quality latex product comes ready to use. No primer or sealer is normally necessary. It will not yellow, dries fast, cleans up with soap and water, and is low odor.

Common Usage A specially formulated vinyl-acrylic emulsion for wall board, plaster, wood, block, and other interior surfaces.

Color #P100 - White, Standard and Custom Colors

Finish Flat

### Technical Data

Solids by Volume 33.84% – Varies by Color

Recommended Thickness 1.6-2.0 mils dry per coat, two coats recommended

#### Drying Time

Temperature	To Touch	To Recoat
75°F / 55% R.H.	20 Minutes	1 Hour

(Cooler temperatures and higher humidity will lengthen drying time)

#### Architectural and Industrial Maintenance Category

Flat Coatings, Interior

AIM Category VOC Limit 2.1 lb/gal (250g/l)

Coating VOC 1.09 lb/gal (131 g/l) – Minus Water and Exempt Materials – Varies by Color

Material VOC 0.42 lb/gal (50 g/l) – Varies by Color

Density 11.69 lb/gal (1400 g/l) – Varies by Color

Theoretical Coverage 541 ft<sup>2</sup>/gal at 1 mil dry, assuming no application losses. Coverage will vary depending on color, the surface texture and application technique.

Packaging 5 Gallon pails, 1 Gallon cans, and quart (1/4 gallon) cans

Storage Temperature Minimum 35°F Maximum 110°F

Chemical Resistance Flexibility: Good Weather: Indoor Use Only Abrasion: Good

Heat Resistance 120-150°F Continuous

Safety Information Refer to the Product Data Sheet or Material Safety Data Sheet for safety information.

### Performance Data

Test Method	Standard	Results	Data Source
Freeze/Thaw	ASTM D2243	Pass – 3 Cycles	CAI
Contrast Ratio	ASTM D2805	At 3 Mils – 0.968	CAI
Reflectance	ASTM E97	91.10%	CAI
Mudcracking	CAI Standard	Greater than 60 Mils	CAI
Bumish Resistance	CAI Standard	85° Sheen - Increase 6.1	CAI

\*CAI – Coatings Associates Inc.

Version: 1/2012

**LIMITED WARRANTY:** The technical data on this label or on other data is true and accurate to the best of our knowledge. We guarantee our products to conform to ANCHOR PAINT MFG. CO quality control standards. Due to misuse in handling, storage, application and workmanship or variables such as weather or surface integrity that are beyond our control, Anchor Paint does not authorize any representative to make any warranty or merchantability of fitness of this product. Any liability whatsoever of Anchor Paint Mfg. Co. to the buyer or user of this product is limited to the purchaser's cost of the product itself.

**Product Data Sheet**

PPG Building Renewal™

PPG Industries, INC.  
One PPG Place  
Pittsburgh, PA  
1-800-441-9695

INT/EXT Satin  
100% Acrylic Enamel  
BRP4610 Series

Glass, Coatings, and Paint for Restoration & Renovation.

**Product Information**

**Product Code:** BRP4610 White and Pastel Base  
BRP4620 Midtone Base  
BRP4630 Deeptone Base  
BRP4640 Neutral Base

**Product:** Acrylic Latex

**Suggested Use:** A 100% acrylic latex coating for use on properly prepared and primed metal, masonry, plaster and drywall surfaces.

**For Professional Use Only. Not intended for Household use.**

**Not Recommended:** Do not use on large wood structures or for immersion service.

**Product Description**

**Color:** Various

**Gloss 60°:** 20

**VOC:** 0.70 lbs./gal. (85 g/L) \*

**Method:** Calculated

**Weight/Gallon:** 10.60 ± 0.3 lbs./gal. \*

**In Service Heat**

**Limitations:** 250°F (121°C) maximum, dry heat

**Flash Point:** Over 200°F (>93°C)

**Package:** One and five gallon containers

**Percent Solids by**

**Volume:** 42.4 ± 2.0% \*

**Percent Solids by**

**Weight:** 52.8 ± 2.0% \*

**Drying Schedule**

**Air Dry @ 77°F (25°C) ASTM D5895, 50% RH**

**Dry to Touch:** 15 Minutes

**Dry to Handle:** 30 Minutes

**Dry to Recoat:** 1 Hour

Drying times listed may vary depending on temperature, humidity, color, and air movement.

Apply only when air, product and surface temperatures are between 50°F (10°C) and 100°F (38°C) and the surface temperature is at least 5°F (3°C) above the dew point.

**Application Data**

**Substrate:** Metal, masonry, plaster and drywall

**Substrate Preparation** The service life of the coating is directly related to the surface preparation. The surface to be coated must be dimensionally stable, dry, clean and free of contamination including oil, dirt, grease and rust. Where appropriate, bare areas should be primed with a suitable primer.

**Previously Painted Surfaces:** Old coatings should be tested for adhesion of the existing system.

**Ferrous Metal:** Recommended surface preparation is Commercial Blast Clean per SSPC-SP6. Minimum surface preparation is SSPC-SP2/SP3 Hand Tool/Power Tool Clean.

**Galvanized Steel:** Solvent Clean per SSPC-SP1 to remove grease and oils. If any oxidation (white rust) has formed, sand and remove all contamination. If the galvanized has been passivated or stabilized, the surface must be abraded per SSPS-SP7 Brush-Off Blast Clean or chemically treat the surface.

**Aluminum:** Solvent Clean per SSPC-SP1 to remove grease and oils.

**Concrete, Stucco, Plaster and Masonry:** Allow all concrete, mortar, plaster, etc. to cure for thirty (30) days under normal drying conditions.

Remove all dirt, dust, grime, loose mortar and all contaminants. Concrete that has been treated with curing compounds or hardeners should be abraded.

See WARNING in the Additional Information section on page 2.

**Application Method:** Apply by spray, brush or roller application.

**Air Spray:** DeVilbiss 510 gun, 704 or 777 air cap with "E" tip and needle or equivalent. Atomizing pressure, 55-70 psi.

**Airless Spray:** Equipment capable of maintaining a minimum of 1800 psi at the tip without surge. 0.013" (0.330 mm) to 0.019" (0.483 mm) orifice.

**Brush:** High quality polyester/nylon brush.

**Roller:** 1" to 1½" nap roller cover.

See \*\* comments on page 2.

The statement and methods presented in this bulletin are based upon the best available data and practices known to PPG Architectural Finishes, Inc. at the present time. They are not representations or warranties of performance, results or comprehensiveness of such data. Since PPG Architectural Finishes, Inc. is constantly improving its coatings and paint formulas, future technical data may vary somewhat from what was available when this bulletin was printed. Contact your PPG Sales Representative, Distributor of Building Renewal Products or the PPG Architectural Finishes Information Center for the most up-to-date information.

**Product Data Sheet**

PPG Building Renewal™

PPG Industries, INC.  
One PPG Place  
Pittsburgh, PA  
1-800-441-9695

INT/EXT Satin  
100% Acrylic Enamel  
BRP4610 Series

Glass, Coatings, and Paint for Restoration & Renovation.

**Application Data (continued)**

- Thinner Code & Percent:* May be reduced up to 5% by volume with water for spray application. Thinning is not usually required for brush and roll. Excessive thinning or insufficient film build may cause rust staining. If rust staining occurs, apply an additional coat. Do not add oils, paint thinners, or other paint additives.
- Coverage Sq. Ft./Gal. @ 1 mil:* 680 sq. ft./gal. \*
- Mixing Instructions:* Thoroughly mix before using and occasionally during application.
- Wet Film Per Coat:* 4.7 to 9.4 mils \*
- Dry Film Per Coat:* 2.0 to 4.0 mils
- Clean Up Solvent:* Clean equipment promptly with warm soapy water. Flush spray equipment with paint thinner to prevent corrosion.

**Additional Information**

\*Values are calculated using BRP4610 White. Values will vary with color.

Store materials at temperatures between 50° F (10°C) and 100° F (38°C).

Read all label and Material Safety Data Sheet (MSDS) information prior to use. MSDS are available by calling 1-800-441-9695.

Two coats are required for maximum protection and durability if used as a finish coat.

Not intended for residential use.

Protect from freezing.

\*\*Spray equipment must be handled with due care and in accordance with manufacturer's recommendation.

\*\*High-pressure injection of coatings into the skin by airless equipment may cause serious injury, requiring immediate medical attention at a hospital.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust or fumes. LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead). In Canada contact a regional Health Canada office. Follow these instructions to control exposure to other hazardous substances that may be released during surface preparation.

The statement and methods presented in this bulletin are based upon the best available data and practices known to PPG Architectural Finishes, Inc. at the present time. They are not representations or warranties of performance, results or comprehensiveness of such data. Since PPG Architectural Finishes, Inc. is constantly improving its coatings and paint formulas, future technical data may vary somewhat from what was available when this bulletin was printed. Contact your PPG Sales Representative, Distributor of Building Renewal Products or the PPG Architectural Finishes Information Center for the most up-to-date information.

13774CH F



**MIAMI-DADE COUNTY, FLORIDA**  
 Capital Improvements Information System  
 Department of Solid Waste Management  
 Contractor Evaluation

MCC Contract SW 10W007

Contractor: Inclan Painting & Waterproofing Corp dba Inclan Construction

Department Contact: Lou Rodriguez (305) 258-1837

Evaluation Type: Standard Evaluation

FEIN: 650580105

Award Amount: \$54,989.00

Evaluator ID: grecia

Date: 9/29/2010

Period: Project conclusion or closeout

Rating *						Criteria
4	3	2	1	N/A		
1-	<input checked="" type="checkbox"/>					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	<input checked="" type="checkbox"/>					Cost effectiveness & efficiency - Budget compliance & value of work.
3-					<input checked="" type="checkbox"/>	Vision - Design - Concepts or adherence to criteria.
4-	<input checked="" type="checkbox"/>					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	<input checked="" type="checkbox"/>					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	<input checked="" type="checkbox"/>					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	<input checked="" type="checkbox"/>					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	<input checked="" type="checkbox"/>					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	<input checked="" type="checkbox"/>					Commitment - Intangibles & contribution to project success.
10-	<input checked="" type="checkbox"/>					Personnel - Quality and dedication of project staff.
11-	<input checked="" type="checkbox"/>					Management - Leadership ability.
12-	<input checked="" type="checkbox"/>					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Lou Rodriguez at Phone# (305) 258-1837

Evaluation Reviewed by: Supervisor  Division Chief  Assistant Director  Director

The method of delivery of this evaluation to contractor/consultant: Certified Mail  EMail  Fax  Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: Luis Inclan

\* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or



miamidade.gov

Miami-Dade County Parks, Recreation  
and Open Spaces Department  
275 N.W. 2<sup>nd</sup> Street, 4<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-755-7931 F 305-755-7840

May 21, 2014

Luis Inclan, President  
Inclan Painting and Waterproofing Corp.  
12252 SW 128<sup>th</sup> Street  
Miami, FL. 33186  
[info@inclanpainting.com](mailto:info@inclanpainting.com)

Sent via: Email

Re: **Recommendation for Award** for CICC 7040-0/07 Contract - RPQ NO: 119182  
Multiple Parks Painting North of Tamiami Trail  
Multiple Parks North of Tamiami Trail (SW 8th Street)

Luis Inclan:

This letter will serve as your notification that you have been recommended for award for the above referenced RPQ based on your Price Quotation submitted on Tuesday, May 20, 2014. The total RPQ amount is \$50,000.00. The contract duration is established as 106 calendar days. However, the award is contingent upon verification that your insurance, as required by the RPQ, is current, your license is in an active status with the issuing agency and the submission of the additional required items listed below (if applicable).

The preceding Documents are required as outlined within the MCC 7040 Plan and to be submitted within 3 business days of receipt of this letter. In case additional insurance is required, it also must be submitted within 3 business days to Park and Recreation Department. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded.

Subsequent to the review and approval of the aforementioned Documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

After receipt of the permits the Project Manager may schedule a Pre-Construction Conference and issue a Notice to Proceed authorizing the performance of the work.

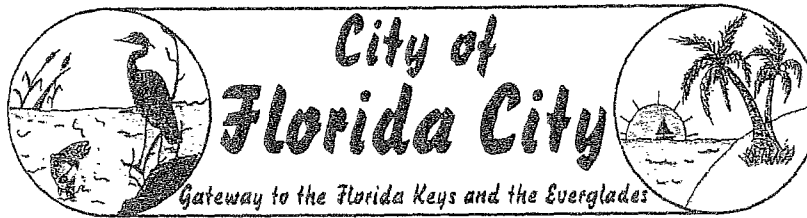
This letter will also serve as a reminder that all work must be performed in accordance with the scope of work and contract's terms and condition, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations. Should you have any questions please contact Dean Gaffney at 305-596-4460.

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine Naranjo".

Katherine Naranjo  
Construction Contract Specialist

CC: Dean Gaffney, File



November 15, 2010

Mr. Luis Inclan  
Inclan Painting & Waterproofing.  
12252 SW 128 Street  
Miami FL 33186

Dear Mr. Inclan:

I would like to take this opportunity to commend you and your staff for the various work you have performed for the City to include interior and exterior painting, waterproofing and concrete restoration.

We are extremely pleased with your expertise as well as your consistent and prompt responsiveness, professionalism, reliability, ability and quality of work.

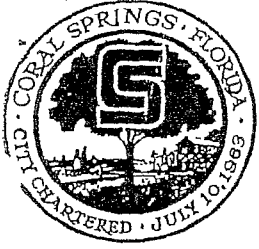
Your services exceeded expectations and we look forward to a continuing and successful relationship with your organization.

Sincerely,

A handwritten signature in cursive script, appearing to read 'E. Leon'.

Eugene Leon  
City Project Manager





DEPARTMENT OF PUBLIC WORKS  
CITY OF *CORAL SPRINGS* FLORIDA

---

UTILITIES DIVISION  
9551 WEST SAMPLE ROAD  
CORAL SPRINGS, FL 3306  
(954) 345-216

TO WHOM IT MAY CONCERN:

Inchan Painting was contracted by the City of Coral Springs to paint various areas at the water treatment plant. These areas consisted of the main office building, aerator and various large piping.

Inchan Painting did an outstanding job for us and completed the project under the estimated time. Their employees worked in a professional manner and were easy to get along with.

I would not hesitate to use Inchan Painting again and recommend them for your painting needs.

Charles W. Lindsay  
Water Plant Operations Supervisor

# THE CITY OF CORAL GABLES



PUBLIC WORKS DEPARTMENT

285 ARAGON AVENUE  
CORAL GABLES, FLORIDA 33134

To Whom It May Concern

RE: Inclan Painting Corp.

Dear Sirs:

Please be advised that Inclan Painting Corp. located at: 13706 S. W. 56 St. (104) , Miami, FL 33175, has performed as a painting contractor for the City of Coral Gables. The project that they worked on was the Historic Merrick House located on Coral Way in the City of Coral Gables.

Inclan Painting Corp. performed their work in a timely manner and with no incident. They were on time at the job site and displayed care in the course of their work and work habits.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ken Nunn".

Ken Nunn  
Acting Senior Foreman  
Facilities Maintenance Division  
Public Works Department

# City of Miami

CLARANCE PATTERSON  
Director



DONALD H. WARSHAW  
City Manager

Mr. Luis Inclan  
Inclan Painting Corp.  
13706 SW 56 St., Suite 104  
Miami, Florida 33175


Dear Mr. Inclan:

I would like to take this opportunity to commend you and your staff for a job well done in painting the interior and exterior of the Department of Solid Waste's Administration Building located at 1290 NW 20 St. Miami, FL., 33142 and the adjacent maintenance and storage building.

Thank you for going above and beyond the scope of work to meet our needs. Your team of professionals really went that extra mile for us and I am very pleased and satisfied with the quality and efficiency of your work.

On behalf of my staff and the employees of the Department of Solid Waste, it has been a pleasure doing business with you. Best of luck with all of your future business endeavors.

Sincerely,

  
Clarence Patterson  
Director  
Department of Solid Waste

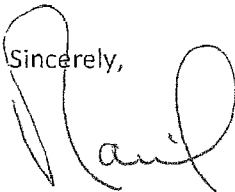
October 30, 2011

Luis Inclan  
Inclan Painting and Waterproofing Corp.  
12252 SW 128th Street  
Miami, FL 33186

Dear Luis,

Angela and I would like to thank you for your confidence and support in our campaign to restore the progress that has made Hialeah and its people proud. Your contribution has helped pave the way in financing a campaign focused on listening to our neighbors, and bringing back the fiscal responsibility Hialeah was known for.

With your help we are off to a great start and looking forward to making Hialeah once again "The City of Progress".

Sincerely,  


Raul L. Martinez



# Miami-Dade County Public Schools

*giving our students the world*

Superintendent of Schools  
Alberto M. Carvalho

Miami-Dade County School Board  
Dr. Solomon C. Stinson, Chair  
Perla Tabares Hantman, Vice Chair  
Agustin J. Barrera  
Renier Diaz de la Portilla  
Dr. Lawrence S. Feldman  
Dr. Wilbert "Tee" Holloway  
Dr. Martin Stewart Karp  
Ana Rivas Logan  
Dr. Marta Pérez

November 8, 2010

To Whom It May Concern:

Please use this letter as verification that Inclan Painting and Waterproofing has had several projects with Miami-Dade County Public Schools. In the several years that I have known and work with Inclan, I have found them to be conscientious, trustworthy and the work to be satisfactory and completed in a timely manner.

Should you require additional information or clarification, please contact Mr. Leonel Reyes at 305-835-1000.

Sincerely,

E. Anthony Wallace  
Supervisor

EAW:rzf  
9700

cc: Mr. Leonel Reyes  
EAW Master



ERVE • CONSERVE

MIAMI-DADE WATER AND SEWER DEPARTMENT  
4900 Salzedo Street, Coral Gables, Florida 33146 • Tel: 305-669-3700 • Fax: 669-3798

TO WHOM IT MAY CONCERN:

The gas spheres at the Central District Wastewater Treatment Plant were under contract to be painted by Sovereign Construction. Sovereign subbed out the protective coating to Inchan Painting Corporation who completed the project to our satisfaction, according to the spec's and time frame.

The gas spheres are near high-energized voltage equipment. The work had to be done with great care for safety and not to damage equipment. We recommend Inchan Painting and their personnel to do industrial painting.

Sincerely,

Beni Garcia, Assistant  
Maintenance Superintendent  
M-D Water & Sewer



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

Turnpike District Materials Office  
P.O. Box 9828  
Ft. Lauderdale, Florida 33310  
(954) 975-4855 SC: 422-1100 Fax: (954) 321-5539

THOMAS F. BARRY, JR.  
SECRETARY

Mr. Luis Inclan  
Inclan Painting  
13706 SW 56<sup>th</sup> Street (104)  
Miami, Florida 33175

**Re: *Painting Performed at Snapper Creek Training Facility  
Miami, Florida***

Dear Mr. Inclan:

On behalf of Pirooz Borojerdi and myself, we would like to thank you and your company for the great job you provided painting the interior of our renovated training facility.

We really appreciated the extra effort you gave towards accommodating our changing schedule.

Should the need arise, we would certainly call upon your company for future services.

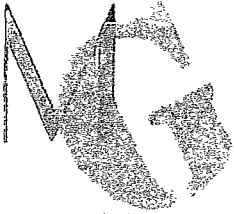
Sincerely,

A handwritten signature in cursive script that reads "Stephanie L. Barcia".

Pirooz Borojerdi, P.E., Turnpike District Materials Engineer  
By: Stephanie L. Barcia, Turnpike District Training & IA Coordinator

cc: *Snapper Creek file*

PB/slb



**Mike Gomez**  
Construction Consulting, Inc.  
MCC - 07-2005

March 10, 2011

To Whom It May Concern:

This letter will confirm that Inclan Painting & Waterproofing had an opportunity to work with this office in the capacity of a subcontractor on the Miami International Airport, Flamingo Garage, Dolphin Garage and Park #8 project. The scope of work performed by Inclan Painting and Waterproofing consisted of on concrete restoration of the interior and exterior garages, parapets, and columns; 255,000 SQFT of special coating, 60,000 lineal feet of expansion joints scheduled in three (3) working shifts.

Inclan Painting & Waterproofing Corporation and his staff showed professionalism and good working relationship both this office and the owner. Their performance of work was excellent and they were able to complete ahead of the scheduled time. Additionally, their coordination with the DOT in order to control the flow of traffic around the parking garages was excellent.

It is a pleasure to recommend Inclan Painting & Waterproofing Corp.

Best Regards,

Greg Tai  
General Manager

/gt





# Miami-Dade County Public Schools

*giving our students the world*

Superintendent of Schools  
Alberto M. Carvalho

Miami-Dade County School Board  
Dr. Solomon C. Stinson, Chair  
Dr. Marta Pérez, Vice Chair  
Agustín J. Barrera  
Renier Díaz de la Portilla  
Dr. Lawrence S. Feldman  
Perla Tabares Hantman  
Dr. Wilbert "Tee" Holloway  
Dr. Martin Karp  
Ana Rivas Logan

November 19, 2008

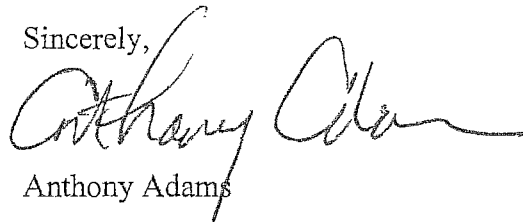
To Whom It May Concern:

I am very pleased to have the opportunity to provide this recommendation to Inclan Painting & Water Proofing D/B/A Inclan Construction. Over the past seven years Inclan has worked on over 40 facilities for Miami-Dade County Public Schools in the North Central areas. They have done an outstanding job in completing these jobs on time as well as the professionalism and workmanship his employees had displayed.

I highly recommend favorable consideration be given Inclan Painting & Waterproofing for various projects in your area.

Should you have any questions, please contact me at 305-835-1029.

Sincerely,



Anthony Adams

AA:kbo  
0065



May 5, 2003

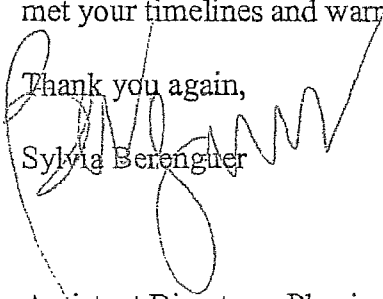
Louis Inclan  
Inclan Painting  
12252 SW 128<sup>th</sup> Street  
Miami, Florida 33186

Dear Mr. Inclan:

I would like to take this opportunity to thank you for the jobs you have performed for Florida International University Housing at both our campuses. As you are well a wear working in an occupied building is not always simple. You and your staff have managed to always accommodate our requests in a reasonable manner. The conduct of your personnel at the site was also very important to us. Again, they were always courteous and respectful.

Lastly, but not least, is the quality of your work has always be "top notch". You always met your timelines and warranty calls were made promptly.

Thank you again,

  
Sylvia Berenguer

Assistant Director – Physical Plant  
Housing and Residential Life



**SHERWIN-WILLIAMS.**

Miami, May 20, 2010

Sherwin-Williams has not only grown to be the largest producer of paints and coating in the United States, but is among the largest producers in the world.

This letter is to certify that we have worked with **INCLAN PAINTING & WATERPROOFING, CORP.** for more than 15 years. They have performed several painting and specialized coating jobs with our products with excellent results and complete satisfaction of their customers. They have high experience in the application and managing of the products.

Some of the projects performed with SW products:

- City of Coral Springs – Water Treatment Plant.
- The Loft II – 44 stories Residential building.
- Jackson Memorial Hospital. Among others.

This painting company received awards between 2000 and 2005 as the best buyers in the South of Florida.

They have complete experience handling in heavy equipment as Suspended Scaffolds, High lifts, Scissor Lifts, Pressure Cleaner, Paint Sprayer, Sandblasting equipment, all equipment necessary to perform Pressure clean and paint jobs.

If you have any questions do not hesitate to contact me at 786-412-3904.

Sincerely,

SERGIO GIL


Sales Representative

Miami Bird #2105 10593 Bird Rd Miami, FL 33165-3747 Phone: 305-226-4353 Fax: 305-226-6512

Region 1  
5200 NW 22 Avenue  
Miami, FL 33142  
Phone: (305) 638-6277  
Fax: (305) 636-1936



## FAX

To: Luis Incan, Incan Painting and Waterproofing Corp.  
Fax#: 786-293-7430  
From: Michael Goldfarb, Regional Maintenance Coordinator   
Date: 3/5/03  
Subject: Recommendation

Number of pages, including this cover sheet: 1

To Whom It May Concern:

Incan Painting completed five major painting jobs for Region 1 of Miami-Dade Housing Agency.

They worked at Annie Coleman #014 Public Housing development Bid "A", Bid "B", Bid "C", Bid "D", and Bid "E".

Their work was very good. Their finished product has vastly improved the appearance of Annie Coleman #014.

Luis Incan is a professional in not only doing his job, but also his communicating his progress in completing the job.

He has assisted me in avoiding many problems with the completion of the work before they became stopping blocks toward the final completion of the job.

Thank you, Mr. Incan



MIAMI-DADE EXPRESSWAY AUTHORITY  
AN AGENCY OF THE STATE OF FLORIDA

3790 N.W. 21st St. Miami, FL 33142 tel 305-637-3277 fax 305-637-3283  
suncom 461.3277 www.mdx-way.com

June 10, 2003

CARLOS A. PENIN, P.E.  
Chairman

NEIL HALL, AIA  
Vice-Chairman

GENE PRESCOTT  
Treasurer

JOSE ABREU, P.E.  
FDOT District Secretary

ALLEN C. HARPER  
ALBERT HUSTON, JR.  
CONGRESSMAN WILLIAM LEHMAN  
Retired

MAYOR ALVIN L. MILLER  
THOMAS K. MURPHY  
RAFAEL RODON, P.E.

KITTY ROEDER  
DARRYL K. SHARPTON, C.P.A.  
NORMAN WARTMAN

SERVANDO M. PARAPAR, P.E.  
Executive Director

MARIA LUISA NAVIA LORO  
Secretary

To Whom It May Concern:

This is to acknowledge that Inclan Painting & Water Proofing Corp. provided their services to the Miami Dade Expressway Authority SR924 Toll Plaza, which project was reported complete and satisfactory.

The Authority will continue to consider said vendor for future projects as they become available.

Sincerely,

Robert Garcia  
Contract Manager  
Toll Operations

# City of Miami

CLARANCE PATTERSON  
Director



DONALD H. WARSHAW  
City Manager

MAR 21 2000

Mr. Luis Inclan  
Inclan Painting Corp.  
13706 SW 56 St., Suite 104  
Miami, Florida 33175

Dear Mr. Inclan:

I would like to take this opportunity to commend you and your staff for a job well done in painting the interior and exterior of the Department of Solid Waste's Administration Building located at 1290 NW 20 St. Miami, FL., 33142 and the adjacent maintenance and storage building.

Thank you for going above and beyond the scope of work to meet our needs. Your team of professionals really went that extra mile for us and I am very pleased and satisfied with the quality and efficiency of your work.

On behalf of my staff and the employees of the Department of Solid Waste, it has been a pleasure doing business with you. Best of luck with all of your future business endeavors.

Sincerely,

  
Clarence Patterson

Director  
Department of Solid Waste

DEPARTMENT OF SOLID WASTE/1290 N.W. 20th Street/Miami, Florida 33142

305-575-5106

# **ATTACHMENTS**

**D**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Commercial Insurance Agency P.O. Box 295 Cassadaga, FL 32706 Phone (386)775-1781 Fax (386)775-3666	CONTACT NAME: Tony Cannizzaro	
	PHONE (A/C, No, Ext): (386)775-1781 FAX (A/C, No): (386)775-3666 E-MAIL ADDRESS: insuranceguy@cfl.ri.com	
INSURED Inclan Painting and Waterproofing, Corp. 12252 S.W. 128th Street Miami, FL 33186	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Atlantic Casualty Insurance Company	42846
	INSURER B: Progressive Express Insurance Company	10193
	INSURER C: Commerce and Industry Insurance Company	19410
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	L216003429	05/03/2014	05/03/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/POP AGG \$ 2,000,000.00 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	02237379-1	05/30/2014	05/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000.00	Y	N	BE086487605	05/03/2014	05/03/2015	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	V / N	N / A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

City of Miami Beach  
1700 Convention Center Drive  
3rd Floor  
Miami Beach, Fl. 33139

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. c/o Resource Management, Inc. 281 Main Street Fitchburg, MA 01420	ID: (RMI)	CONTACT NAME: Jennifer Dodge	
		PHONE (A/C No, Ext): 978-343-0048	FAX (A/C No):
		E-MAIL ADDRESS: jdodge@rmi-solutions.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: SUNZ Insurance Company	34762
		INSURER B: Aspen Re - London - Best Rating "A"	
		INSURER C: Catlin Syndicate - Lloyds - Best Rating "A"	
		INSURER D: Brit Syndicate - Lloyds - Best Rating "A"	
		INSURER E:	
		INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 20603665      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ OTHER: \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	DEQ      RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCPE000005904 WCPE000005903	1/1/2014 1/1/2013	1/1/2015 1/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation					This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage					
D						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractor of: Inclin Painting and Waterproofing, Corp.  
Client Effective Date: 10/2/13

## CERTIFICATE HOLDER

City of Miami Beach  
1700 Convention Center Drive  
3rd Floor  
Miami Beach, Fl. 33139

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Disterano

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ACORD 25 (2014/01)

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# MIAMI BEACH

## CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: For Citywide Interior and Exterior Painting and Waterproofing

CONTRACT NO.: ITB- 2014-191-SW

EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, through its City Manager, for two (2) additional one (1) Year periods.

SUPERSEDES: N/A

CONTRACTOR(S): P & P Contracting, Inc.

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

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- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 10, 2014 for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide for Citywide Interior and Exterior Painting and Waterproofing pursuant to City Invitation to Bid No. 2014-191-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Department policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2014-191-SW.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Anthony Kaniewski, Property Management Director at 305-673-7000 ext. 2914.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

## Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City of Miami Beach  
Public Works-Property Management Division  
1245 Michigan Avenue, Miami Beach, FL 33139  
Attn: Anthony Kaniewski, Property Management. Division Director  
Phone: 305-673-7000 ext. 2914  
Email: AnthonyKaniewski@miamibeachfl.gov

With copies to:

City Clerk  
City Clerk Office  
1700 Convention Center Drive  
Miami Beach, Florida 33139

For Contractor:

P & P Contracting, Inc.  
12240 S.W. 128<sup>th</sup> Court, Unit 102  
Miami, FL 33186  
Attn: Miguel P. Lopez  
Phone: 786-897-1793  
Fax: 786-231-3460  
E-mail: ppcontractinginc@yahoo.com

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

## Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 3 day of November, 2014, by their respective duly authorized representatives.

**CONTRACTOR**

By [Signature]  
President/ Signature

MIGUEL P. HOPEZ  
Print Name

10/23/2014  
Date

ATTEST:  
[Signature]  
Secretary/ Signature

Beatriz Morales  
Print Name

10/23/2014  
Date

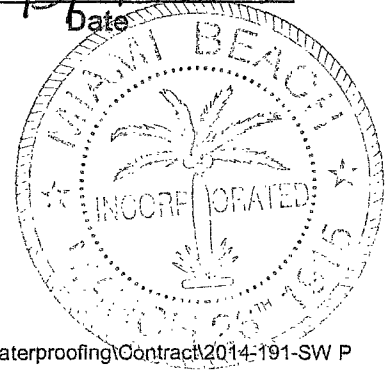
**CITY OF MIAMI BEACH**

By [Signature]  
Mayor

[Blank]  
Date

ATTEST:  
[Signature]  
City Clerk

11/3/14  
Date



F:\PURC\ALL\Solicitations\2014\2014-191-SW Citywide Interior and Exterior Painting and Waterproofing\Contract\2014-191-SW P & P Painting, Inc..docx

- Attachments: A: Commission memo and Item Summary  
B: ITB, Addendum  
C: Proposals  
D: Insurance Certification

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

[Signature] 10-16-14  
City Attorney Date

# **ATTACHMENTS**

**A**

Condensed Title:

**REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2014-191-SW FOR CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES.**

**Key Intended Outcome Supported:**

Ensure Well-Maintained Facilities.

**Supporting Data (Surveys, Environmental Scan, etc.):** N/A

**Item Summary/Recommendation:**

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide painting (interior and exterior) and waterproofing services for building facilities located within the City of Miami Beach (the "City") for the Property Maintenance Division in accordance with the prescribed specifications and requirements. ITB No. 2014-191-SW, was issued on June 26, 2014, with a bid opening date of July 30, 2014.

The ITB resulted in the receipt of three (3) responses from Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc.

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission to award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work per the terms and conditions of ITB No. 2014-191-SW. Depending on the scope and services required for individual projects, the City will select the most cost-effective vendor on a per project basis.


**RECOMMENDATION**

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract to Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work on an as needed basis.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account
1	\$50,000	Property Management Contracted Services Repairs & Maintenance. 520-1720-000342
	\$15,000	Property Management RDA Contracted Services Repairs & Maintenance 168-9964-000342
	\$100,000	125-6224-000676 Police Station CRR
	\$62,000	125-6994-000676 Fire Station No. 3 CRR
	\$39,000	125-6194-000676 555 Building CRR
	\$415,000	FY15 Capital Budget (Contingent upon budget approval)
	<b>Total</b>	<b>\$681,000</b>

**Financial Impact Summary:** \* The annual cost associated with the Citywide Painting (Interior and Exterior) and Waterproofing Services is subject to funds availability approved through the City's budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Budget Office.

**City Clerk's Office Legislative Tracking:**

Alex Denis, Director Ext # 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AD _____ ETC 	MT  KGB 	JLM 

T:\AGENDA\2014\September\Procurement\ITB 2014-191-SW Citywide Painting (Interior and Exterior) and Waterproofing Services - SUMMARY.doc

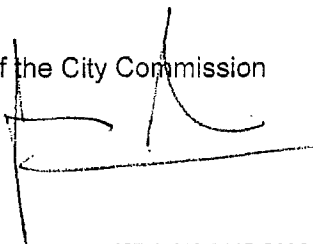


# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: September 10, 2014

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2014-191-SW CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES.**

### ADMINISTRATION RECOMMENDATION

Approve the award of the contract.

### KEY INTENDED OUTCOME

Ensure Well-Maintained Facilities.

### FUNDING

The annual cost associated with Citywide Painting (Interior and Exterior) and Waterproofing Services is subject to funds availability approved through the annual budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. The funding and accounts noted below are the FY 2015 budget amounts approved by City Commission.

	Amount	Account
1	\$50,000	Property Management Contracted Services Repairs & Maintenance. 520-1720-000342
2	\$15,000	Property Management RDA Contracted Services Repairs & Maintenance 168-9964-000342
3.	\$616,000	FY 14 and FY 15 budget (Contingent upon budget approval)
<b>Total</b>	<b>\$681,000</b>	

Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Office of Budget and Performance Improvement (OBPI).

### BACKGROUND INFORMATION

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide painting (interior and exterior) and waterproofing services for building facilities located within the City of Miami Beach (the "City") for the Property Maintenance Division in accordance with the prescribed specifications and requirements. The City desires to set a standard for quality materials and a cost associated with the aforementioned services City Wide. It is the intent of the City to have proper materials installed for the proper application with the proper preparation. The contract(s) entered into with the successful bidder(s) shall remain in effect for three (3) years.

### ITB PROCESS

ITB No. 2014-191-SW, was issued on June 26, 2014, with a bid opening date of July 30, 2014. Three (3) addenda were issued. The Procurement Department issued bid notices to thirty-two (32) firms utilizing the Public Group and the Florida Purchasing Group website. Twelve (12) prospective bidders accessed the advertised solicitation. In addition, the Procurement Department sent the ITB document to additional firms not registered with the Public Group via email.

The ITB resulted in the receipt of three (3) responses from Hartzell Painting Contractors, Inclan Painting and Waterproofing, Corp., and P&P Contracting, Inc.

Award will be made to the responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB. The City will endeavor to award projects pursuant to the specific unit prices awarded pursuant to the ITB. However, notwithstanding the foregoing, the City Manager may, in his sole discretion, also recommend one or more responsive, responsible bidders for award for the purpose of creating a pool of qualified contractors.

Veterans and local preferences were considered during the tabulation of the bids received. Neither veterans nor local preference was applicable to any of the bidders.

In evaluating the bids received it has been determined that all three (3) bidders submitted bids that meet all terms, conditions, and specifications of the ITB and therefore are considered as "pre-qualified" to quote for future work as the need may arise.

In its due diligence, the Procurement Department verified the following:

- Minimum Requirements

The ITB stated that bids will only be considered from firms that are regularly engaged in the business of providing goods and services for a minimum of three (3) years and provide three (3) distinct references with contact names and phone numbers for verification.

Hartzell Painting Contractors provided verifiable references from the City of Boca Raton, Delray Beach, and the City of Miramar, Florida.

Inclan Painting and Waterproofing, Corp provided verifiable references from Miami Dade County Parks, Miami Dade County Public Schools, and MG Construction.

P&P Contracting, Inc. provided verifiable references from Florida's Turnpike Enterprise, Florida Department of Transportation, and Miami Dade County Parks & Recreation.

- Past Performance

Hartzell Painting Contractors was started in 1948 in Hollywood, Florida. By the early 1950's business expanded to include the manufacturing of roof paint. Since then, the company has expanded operations to include; house painting, commercial painting, weatherproofing and all forms of specialty coatings.

Inclan Painting and Waterproofing Corp. was founded in 1981 under the name of Inclan. Since then they have specialized in Painting, Waterproofing, Concrete Restoration,

Stucco and General Repairs. In 1995 the company became established in South Florida under the name of Inlan Painting & Waterproofing Corp.

P&P Contracting, Inc. started in 2007 and has provided numerous painting and waterproofing services for the F.D.O.T. in various districts. In addition, P&P has provided services for the Florida Turnpike Enterprise. They specialize in painting and waterproofing with extensive experience with governmental entities.

Pricing tabulation is attached.

After review of responses received, it is recommended that an award be made to all three (3) responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB for the purpose of creating a pool of qualified contractors from which the City may seek quotes for specific projects.

#### **CITY MANAGER'S REVIEW**

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission to award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inlan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work per the terms and conditions of ITB No. 2014-191-SW.

#### **CONCLUSION**

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract to all responsible, responsive bidder(s) including Hartzell Painting Contractors, Inlan Painting and Waterproofing, Corp., and P&P Contracting, Inc. as pre-qualified vendors for future work on an as needed basis.

JLM/KGB/MH/EJC/AD

APPENDIX E - REVISED BID TENDER FORM (Included in Addendum #3)

Bidder affirms that the prices stated on the proposal price form below represent the entire cost of the items in full accordance with the requirements of this IFB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been assessed by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the bid Tender Form shall be indicated by a red line through the original and corrected items pointing to the corrected items. All corrections shall be made on the original and corrected items pointing to the corrected items. All corrections shall be made on the original and corrected items pointing to the corrected items. All corrections shall be made on the original and corrected items pointing to the corrected items.

Item #	Item Description	Hartzell Painting Contractors				Inclin Painting and Waterproofing, Corp.				P & P Contracting, Inc.			
		Price per Square Foot (SF)	Price per Square Foot (SF) LATEX (Acrylic, Sain, Glass, Semi-gloss)	Price per Square Foot (SF) OIL	Price per Square Foot (SF) PRIMER	Price per Square Foot (SF)	Price per Square Foot (SF) LATEX (Acrylic, Sain, Glass, Semi-gloss)	Price per Square Foot (SF) OIL	Price per Square Foot (SF) PRIMER	Price per Square Foot (SF)	Price per Square Foot (SF) EPOXY	Price per Square Foot (SF) LATEX (Acrylic, Sain, Glass, Semi-gloss)	Price per Square Foot (SF) OIL
1	PRESSURE WASHING	0.70	N/A	N/A	N/A	0.15	N/A	N/A	N/A	0.50	N/A	N/A	N/A
2	SAND BLASTING	1.75	N/A	N/A	N/A	1.25	N/A	N/A	N/A	10.00	N/A	N/A	N/A
3	STRIPPING	2.50	N/A	N/A	N/A	1.50	N/A	N/A	N/A	50.00	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	20.00	no bid	no bid	N/A	N/A	1.10	0.20	N/A	100.00	100.00	100.00
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4B	STONE REPAIR	8.50	N/A	N/A	N/A	12.00	N/A	N/A	N/A	1.50	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	3.50	N/A	N/A	N/A	1.00	N/A	N/A	N/A
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	20.00	N/A	N/A	N/A	1.30	N/A	N/A	N/A
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	2.00	N/A	N/A	N/A	0.80	N/A	N/A	N/A
5A	CONCRETE RESTORATION AND REPAIR	16.00	N/A	N/A	N/A	12.00	N/A	N/A	N/A	500.00	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	14.00	N/A	N/A	N/A	4.00	N/A	N/A	N/A	300.00	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	100.00	N/A	N/A	N/A	4.20	N/A	N/A	N/A	2.00	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.50	N/A	N/A	N/A	6.00	N/A	N/A	N/A	15.00	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	85.00	N/A	N/A	N/A	2.00	N/A	N/A	N/A
7	EXTERIOR LINTELS - PREPARE AND RESTORE	N/A	3.00	2.50	2.00	no bid	N/A	1.20	1.20	1.20	2.00	2.00	2.00
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	N/A	3.00	2.00	2.00	no bid	N/A	1.20	1.20	1.50	2.00	2.00	2.00
9	EXTERIOR VERTICAL STUCCO/CMU SURFACE PAINTING/WATERPROOFING	N/A	1.98	0.85	0.50	no bid	N/A	1.00	0.99	0.99	2.00	2.00	2.00
10	EXTERIOR PAINTING/WATERPROOFING METAL SURFACES	N/A	1.88	0.65	0.40	no bid	N/A	1.00	0.99	0.99	2.00	2.00	1.50
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	N/A	1.50	1.50	1.00	no bid	N/A	1.00	0.99	0.99	2.00	2.00	1.50
12	INTERIOR PAINTING SURFACES	N/A	1.98	0.85	0.50	no bid	N/A	1.00	0.99	0.70	1.00	1.00	1.00
<b>Grand Total</b>		\$345,95	\$33,44	\$8,45	\$6,55	\$41,10	\$7,60	\$7,46	\$1,40	\$26,08	\$11,00	\$10,00	\$10,00

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# **ATTACHMENTS**

**B**



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 1**  
INVITATION TO BID FOR NO. 2014-191-SW  
FOR CITYWIDE INTERIOR AND EXTERIOR PAINTING AND WATERPROOFING (the ITB)  
**July 15, 2014**

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

1. **REVISION:** Section 0200 – Instructions to Bidders, on page 3 of the ITB, is hereby amended as follows. (Underlined denotes change):

**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITB Issued	June 26, 2014
Pre-Bid Meeting	July 2, 2014, at 11:00 a.m.
Deadline for Receipt of Questions	<u>July 17, 2014</u>
Responses Due	<u>July 25, 2014, no later than 3:00p.m.</u>
Tentative Commission Approval Authorizing Award	September Commission

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Steven Williams	Telephone: 305-673-7000 ext. 6650	Email: <a href="mailto:Stevenwilliams@miamibeachfl.gov">Stevenwilliams@miamibeachfl.gov</a>
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,

  
Alex Denis  
Procurement Director





# INVITATION TO BID (ITB)

CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

2014-191-SW

**BID ISSUANCE DATE: JUNE 26, 2014**

**BID DUE: JULY 18, 2014 @ 3:00 PM**

**ISSUED BY: STEVEN WILLIAMS**



**MIAMIBEACH**

**Steven Williams, Procurement Coordinator**

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x6650 | Fax: 786.373.4330 | [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

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APPENDIX A	BID CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS
APPENDIX B	"NO BID" FORM
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS
APPENDIX D	SPECIAL CONDITIONS
APPENDIX E	BID TENDER FORM
APPENDIX F	INSURANCE REQUIREMENTS

**SECTION 0200**
**INSTRUCTIONS TO BIDDERS**
**1. GENERAL.**

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes **PublicPurchase** ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this ITB. **Failure to receive an addendum may result in disqualification of Bid submitted.**

**2. PURPOSE.**

The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Interior and Exterior Painting and Waterproofing services for building facilities and bridges located within the City of Miami Beach (the "City") for the Department of Property Maintenance in accordance with the prescribed specifications and requirements. Interested vendors are invited to submit bids in response to this ITB.

**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITB Issued	June 26, 2014
Pre-Bid Meeting	July 2, 2014, at 11:00 a.m.
Deadline for Receipt of Questions	July 11, 2014
Responses Due	July 18, 2014, no later than 3:00p.m.
Tentative Commission Approval Authorizing Award	September Commission

**4. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov) ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date Bids are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

Procurement Contact:  
Steven Williams

Telephone:  
(305)673-7497

Email:  
[Stevenwilliams@miamibeachfl.gov](mailto:Stevenwilliams@miamibeachfl.gov)

**5. PRE-BID MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-bid meeting or site visit(s) may be scheduled.

A Pre-Bid conference will be held as scheduled in Solicitation Timeline above at the following address:

**City of Miami Beach  
City Hall - 4<sup>th</sup> Floor  
City Manager's Large Conference Room  
1700 Convention Center Drive  
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Bid Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

**6. PRE-BID INTERPRETATIONS.** Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-bid meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

**7. CONE OF SILENCE.** Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov).

**8. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373



- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

**9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE:** It is the responsibility of each Bidder, before submitting a Bid, to:

- Examine the solicitation thoroughly.
- Visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
- Study and carefully correlate Bidder's observations with the solicitation.
- Notify the Procurement Director of all conflicts, errors or discrepancies in the solicitation of which Bidder knows or reasonably should have known.
- The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**10. POSTPONEMENT OF DUE DATE FOR RECEIPT OF BIDS.** The City reserves the right to postpone the deadline for submittal of bids and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Bidders through *PublicPurchase*.

**11. PROTESTS.** Protests concerning the specifications, requirements, and/or terms; or protests after the bid due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. **Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.**

**12. MIAMI BEACH-BASED VENDORS PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3747, a preference will be given to a responsive and responsible Miami Beach-based vendor, who is within five percent (5%) of the lowest and best bidder, an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest bid for a competitively bid purchase, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach-based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.

**13. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or

contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

**14. CONTRACT PRICE.** Bid Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the solicitation.

**15. METHOD OF AWARD.** Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The ability, capacity and skill of the bidder to perform the Contract.**
- **Whether the bidder can perform the Contract within the time specified, without delay or interference.**
- **The character, integrity, reputation, judgment, experience and efficiency of the bidder.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.**

Qualified Contractor Pool: The City will endeavor to award projects pursuant to the specific unit prices awarded pursuant to the ITB. However, notwithstanding the foregoing, the City Manager may, in his sole discretion, also recommend one or more responsive, responsible bidders for award for the purpose of creating a pool of qualified contractors from which the City may seek quotes for specific projects in lieu of awarding project(s) in accordance with the specific items or unit prices awarded pursuant to this ITB. When utilizing the qualified contractor pool methodology, the City will endeavor to invite all contractors in the pool to submit project-specific pricing. The contractor offering the lowest overall project cost, as well as meeting other project and timeline requirements will be awarded the project through the release of a Purchase Order.

**16. MULTIPLE AWARD.** The City may award up to three vendors (primary, secondary, tertiary), as available, by line item, by group or in its entirety. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

**17. BINDING CONTRACT.** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. The City Commission's selection or approval of the City Manager's recommendation shall constitute a binding Contract between the City and the awarded bidder(s). The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted by the bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the



City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

**18. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**19. GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.

**20. ACCEPTANCE OR REJECTION OF BIDS.** The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one-hundred twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the Bid by the Mayor and City Commission.

**21. ALTERNATE RESPONSES MAY BE CONSIDERED.** The City may consider one (1) alternate response from the same Bidder for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

**22. AMERICAN WITH DISABILITIES ACT.** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

**23. ANTI-DISCRIMINATION.** The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**24. ASSIGNMENT.** The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**25. AUDIT RIGHTS AND RECORDS RETENTION.** The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other

pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

**26. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

**27. BILLING INSTRUCTIONS.** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.

**28. CANCELLATION.** In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the bidder.

**29. CITY'S RIGHT TO WAIVE OR REJECT BIDS.** The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.

**30. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS.** If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least seven (7) calendar days prior to the scheduled Bid opening date, a request for clarification.

Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in section 5.0, Acknowledgements/Affidavits. Failure to acknowledge Addendum may deem a bid non-responsive.

The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

Any questions or clarifications concerning the Bid shall be submitted in writing to the Department of Procurement Management (DPM), 1700 Convention Center Drive, Miami Beach, FL 33139 with a copy to the City Clerk.

**31. COLLUSION.** Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be



rejected. Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

**32. CONDITION AND PACKAGING.** Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**33. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**34. DELIVERY.** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 4:00 P.M.

**35. DELIVERY TIME.** Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

**36. DEMONSTRATION OF COMPETENCY.**

- A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.
- B. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.
- C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.
- D. the terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
- G. The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on

probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

**37. DISPUTES.** In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this Bid; then
- B. Addendum issued for this Bid, with the latest Addendum taking precedence; then
- C. The Bid; then
- D. The bidder's bid in response to the Bid.
- E. In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

**38. DEFAULT.** Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.

**39. EQUIVALENTS.** If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

The bidder shall indicate in the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION. THE CITY SHALL BE THE SOLE JUDGE OF EQUALITY AND ITS DECISION SHALL BE FINAL.

Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

**40. ELIMINATION FROM CONSIDERATION.** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

**41. EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

**42. ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

**43. EXCEPTIONS TO BID.** Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

**44. FACILITIES.** The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.

**45. FLORIDA PUBLIC RECORDS LAW.** Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**46. F.O.B. DESTINATION.** Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid.

**47. GRATUITIES.** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

**48. INDEMNIFICATION.** The successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be



incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**49. INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City. If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

**50. LAWS, PERMITS AND REGULATIONS.** The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

**51. LEGAL REQUIREMENTS.** The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

**52. LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

**53. MANNER OF PERFORMANCE.** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

**54. MISTAKES.** Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk and may result in the bid being non-responsive.

**55. MODIFICATION/WITHDRAWALS OF BIDS.** A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

**56. NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

**57. OPTIONAL CONTRACT USAGE.** When the successful bidder(s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**58. OSHA.** The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

**59. PATENTS & ROYALTIES.** The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**60. PAYMENT.** Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.

**61. PRICES QUOTED.** Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**62. PRODUCT INFORMATION.** Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

**63. REASONABLE ACCOMMODATION.** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Procurement Division.

**64. SAMPLES.** Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

**65. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

**66. SPOT MARKET PURCHASES.** It is the intent of the City to purchase the items specifically listed in this Bid from the successful bidder. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**67. SUBSTITUTIONS.** After award of contract, the City WILL NOT accept substitute shipments of any kind, without previous written approval. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

**68. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**69. TIE BIDS.** In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.

**70. TERMINATION FOR DEFAULT.** If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

**71. TERMINATION FOR CONVENIENCE OF CITY.** The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

**72. UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

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**SECTION 0300 BID SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. SEALED BIDS.** One original Bid Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, three (3) bound copies and one (1) electronic format (CD or USB format) are to be submitted, with the original submission or within two (2) days of request by the City. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidders Name, Bidder Return Address. Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. BID PROPOSAL.** The Bid Proposal is to include the following:

- **TAB 1 - Bid Tender Form (Appendix E).** The Bid Tender Form (Appendix E) shall be completed mechanically or, if manually, in ink. Bid Tender Price Forms (Appendix E) completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Price Form (Appendix E) shall be initialed.
- **TAB 2 - Bid Certification, Questionnaire and Affidavits (Appendix A).**

**2. LATE BIDS.** Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.



# APPENDIX "A"



MIAMI BEACH

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## Bid Certification, Questionnaire & Requirements Affidavit

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ITB-2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Solicitation No: ITB No. 2014-191	Solicitation Title: Citywide Painting (Interior And Exterior) And Waterproofing Services	
Procurement Contact: Steven Williams	Tel: 305-673-7497	Email: Stevenwilliams@miamibeachfl.gov

**BID CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT**

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Miami Beach Based (Local) Vendor.** Is Proposer claiming Miami Beach based firm status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. **Financial Capacity.** Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

**SUBMITTAL REQUIREMENT:** Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

**SUBMITTAL REQUIREMENT:** Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

8. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

9. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

10. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

11. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

12. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
 YES       NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
 YES       NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

13. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt	Initial to Confirm Receipt	Initial to Confirm Receipt
Addendum 1	Addendum 6	Addendum 11
Addendum 2	Addendum 7	Addendum 12
Addendum 3	Addendum 8	Addendum 13
Addendum 4	Addendum 9	Addendum 14
Addendum 5	Addendum 10	Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

## **DISCLOSURE AND DISCLAIMER SECTION**

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA                    )  
   )  
           County of \_\_\_\_\_)  
           of \_\_\_\_\_, a corporation, and that the instrument was signed in behalf of  
           the said corporation by authority of its board of directors and acknowledged said  
           instrument to be its voluntary act and deed. Before me:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally  
 appeared before me \_\_\_\_\_ who  
 stated that (s)he is the \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_.

# APPENDIX B



# MIAMI BEACH

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## “No Bid” Form

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### ITB 2014-191 CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.



**Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

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We do  do not  want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Legal Company Name:** \_\_\_\_\_

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Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**  
CITY OF MIAMI BEACH  
DEPT. OF PROCUREMENT MANAGEMENT  
ATTN: Steven Williams  
PROPOSAL #2014-191-SW  
**1700 Convention Center Drive**  
**MIAMI BEACH, FL 33139**

# APPENDIX C



MIAMI BEACH

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## Minimum Requirements & Specifications

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### ITB 2014-191 CITYWIDE PAINTING (INTERIOR AND EXTERIOR) AND WATERPROOFING SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**C1. Minimum Requirements.** The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Bidder must have a valid Painting license issued by Miami-Dade County.
2. Bidders must have regularly engaged in the business of providing the services as described in this Bid for a minimum of three (3) years.
3. Bidder shall submit at least three (3) references for whom the Bidder has completed work or is currently working on a project similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required:  
1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

**C2. Statement of Work Required.** The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide Citywide Painting (Interior And Exterior) And Waterproofing Services for building facilities and bridges located within the City of Miami Beach (the "City") for the Department of Property Maintenance in accordance with the prescribed specifications and requirements. The City desires to set a standard for quality materials and a cost associated with the aforementioned services City Wide. It is the intent of the City to have proper materials installed for the proper application with the proper preparation.

**C3. Specifications.** Contractor shall provide all labor, equipment, supplies, materials, cost of transportation and supervision necessary to perform the services requested in this ITB. In addition to any specifications or requirements contained in this ITB, all work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

### **C3.01 MATERIALS**

All bids shall be based on the materials specified for use on this project. Requests for material substitutions by the Contractor must be accompanied by documentation's from the manufacturer, stating that the substitute material is suitable use on this project and stamped by a local Florida Engineer. Actual test data must be submitted to insure the requested substitute material performs and meets the technical performance requirements of the specified material. Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

#### **Polyurethane Sealant Materials**

- A. Tuff Stuff (or approved equivalent). One part, non sag, 100% modulus polyurethane sealant meeting ASTM C719, capable of 550% Elongation per ASTM D412 and Tensile Strength of 175 psi. and physically and chemically acceptable for the intended used; colors to be selected by the City Representative from Manufacturers standard color selection.
- B. Primer; By same manufacturer as sealant; suitable for substrate and existing conditions; submit manufacturer's literature, spec. data, an recommendations (based upon adhesion tests) to the City Representative for approval.

- C. Joint Backing/Bond Breaker:
  - 1. Backer Rod: Closed - Cell polyethylene foam: size to fit application.
  - 2. Bond Breaker Tape: Adhesive-backed polyethylene tape; size to fit application.
- D. Plastic Weep Tubes with Screens: Suitable for joint size and application; compatible with polyurethane sealant; submit sample to the City Representative for approval.

### **Masonry Materials**

- A. Mortar for Masonry Repointing/Repairs: ASTM C-270, latest edition, Type N; mortar may utilize either premixed masonry cement with lime, or Portland cement with hydrated lime, and sand with a 1:1:6 proportions; compressive strength of mortar must be in accordance with ASTM C-270, but under no circumstances harder than the masonry units or original mortar. The Contractor is required to match the strength, texture, and color of existing mortar as closely as possible, and undertake all testing and analysis of existing mortar as part of this Contract. Submit all test analysis and data and submit a sample of mortar(s) to be used on this project for approval the City Representative, with documentation of specifications, properties , and proportions.
- B. Premixed masonry cement: Custom Masonry Cement Type N (or approved equivalent) as approved by the City Representative; color to match existing, as approved by the City Representative.
- C. Lime: ASTM C-207, Type S, hydrated lime for masonry purposes.
- D. Cement: Non-staining white cement; ASTM C-150, Type II, with no more than 0.60% alkali, nor more than 0.15% water-soluble alkali.
- E. Sand: ASTM C-144 ; match color, size, and texture of existing sand as closely as possible.
- F. Water: Potable and free of deleterious amounts of acids, alkalis, and other materials.
- G. Replacement Brick Units: Match existing in size, color, texture and compressive strength as closely as possible; submit replacement brick units for approval by the City Representative, with manufacturing and test data, and specifications.
- H. Cleaning Product for Brick Masonry: Cleaner suitable for cleaning brick masonry. Submit product data sheet for approval by the City Representative. Sample areas of masonry cleaning will be required. All cleaning products must be approved before use.
- I. Brick mortar joints shall be installed, allowed to cure and then inspected by the City Representative. An approval on the color and texture match shall be given by City Representative prior to proceeding with the entire building or structure.

- J. Seal-A-Pore (or approved equivalent) . Solvent based silicone solution designed to damp proof above ground masonry surfaces. Sealer is a transparent, colorless or amber thin liquid. 10% Typical Resin Solids, Density of 6.7lb/ gal at 77 Degrees F. Sealer must be installed in an immediate 2 coats within 5 minutes of each other.

#### **Stucco/ CMU (Concrete Masonry Unit) Block Waterproof Materials**

- A. Emulsified Acrylic Coating: Tuff-Coat (or approved equivalent) for damp proofing and beautifying all types of exterior and interior masonry surfaces such as concrete, brick work, stucco and exterior insulation finishing systems. Tuff-Coat (or approved equivalent) has the following physical properties: Tensile Strength: 160 psi (ASTM D-2370), Elongation: 585% (ASTM D-2370), Water Vapor Permeability @ 10 mils: 20 Perms (ASTM D-1653), Solids by Volume: 47.4%
- B. Urethane Sealant: Tuff-Coat (or approved equivalent) single-component polyurethane sealant for joints and cracks in masonry surfaces.
- C. Cement-based patching compound: Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching material designed to patch concrete surfaces where quick permanent repairs are desired.
- D. Epoxy-based patching compound: Fill-Loc (or approved equivalent) is a two-component, VOC compliant, 100% solids epoxy patching product designed to make repairs to small surface imperfections prior to applying a thin coating.
- E. Epoxy-based primer: Uni-Prime is a water based, two-component, VOC compliant, epoxy primer design to prep general surfaces to be coated.
- F. Polyester Tape: Dura-Walk Polyester Tape is a fusion bonded fabric polyester designed to be a reinforcement fabric over cracks or joints.
- G. Misc. Accessories: All items incorporated into this system shall be compatible with and approved by coating manufacturer.

NOTE: Allow additional material for rough or irregular surfaces and up to 5% for material loss during application.

#### **Brick / Masonry Sealant Material**

- A. Seal-A-Pore (or approved equivalent). Solvent based silicone solution designed to damp proof above ground masonry surfaces. Sealer is a transparent, colorless or amber thin liquid. 10% Typical Resin Solids, Density of 6.7lb/ gal at 77 Degrees F. Sealer must be installed in an immediate 2 coats within 5 minutes of each other.

### **Stucco/ CMU (Concrete Masonry Unit) Block Repair Materials**

- A. Gar-Rock (or approved equivalent) is an all-weather, fast setting, chemical action concrete patching material designed to patch concrete surfaces where quick and permanent repairs are needed. Flexural strength 3x4x16" at 550psi, compressive strength of 1hour = 200psi and 28 days = 8,500 psi. Repair materials shall be used to repair / replace large areas of Stucco or CMU Block. The repair materials shall be as the original manufacturer used on this building. A close match shall be achieved. A small area shall be done on the window panels and other areas, allowed to cure then inspected and approved before proceeding.
- B. Fill-Loc Crack Repair (or approved equivalent) a two component, 100% epoxy concrete patching material for vertical and horizontal surface imperfections. Flexural strength per ASTM D790 of 8,045 psi, tensile strength of ASTM D638 of 5,600 psi, Compressive strength of ASTM D638 of 7,410 psi.

### **Lintel Restoration Materials**

- A. Lintel materials shall be zinc oxide primer, then exterior, metal rust inhibitive paint.

### **Column Restoration Materials**

- A. See section 2.04 and 2.06 Column restoration coating shall be equivalent to those sections and color to match the approved color by the City.

### **Metal/ Wood Restoration Materials**

- A. Metals:
  - 1. Unprimed Ferrous Metal Surfaces: Prime with one coat metal primer, (or approved equivalent) Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 2. Shop-Primed Ferrous Metal Surfaces: Touch-up with metal primer 33-010 (or approved equivalent), or Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 3. Galvanized Surfaces: Prime with one coat Rust Go Galvanized Metal Primer, Red, 33-100.
  - 4. Mill-Finished Aluminum Surfaces: Prime with one coat metal primer 33-010 (or approved equivalent), or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  - 5. Copper: Prime with one coat Alkyd White Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.

6. Stainless Steel: Prime with one coat two-component vinyl wash etching primer, as recommended by finish coating manufacturer, followed by one coat Alkyd White Metal Primer 33-010, or one coat Damp Proof Red Oxide Metal Primer 33-015, as recommended by finish coating manufacturer for colors of finish coats.
  7. Rust Go Top Coat Gloss (or approved equivalent), Alkyd-Urethane: Two coats Gloss Enamel, Urethane Modified, 12-Series.
- B. Wood Siding, Rough Textured - Opaque Finish:
1. Primer: One coat, type as recommended by finish coating manufacturer for substrate.
  2. Flat: One coat 100% Acrylic Exterior High Build Flat, Tintable White, 16-302; applied at 16-23 mils wet.
- C. Wood, Unless Otherwise Indicated - Opaque Paint Finish:
1. Primer: Minimum one coat Exterior Wood Primer Alkyd/Oil Formula; color 08-023 White or 08-005 Deep Base, and/or paint to cover as recommended by finish coating manufacturer for colors of finish coats.
  2. Satin: Minimum and/or paint to cover two (2) coats Exterior Acrylic Satin House Paint, 11-Series.
  3. Semi-Gloss: Minimum and/or paint to cover two (2) coats Exterior Acrylic Semi-Gloss House Paint, 03-3x Series.
  4. Gloss: Minimum and/or paint to cover two (2) coats House & Trim Exterior Alkyd/Oil Gloss, 10-Series.

#### **Interior Paint Materials**

- A. Drywall/ Wood/ Interior Metal Finishes:
1. UNI-Latex (or approved equivalent) is a premium interior latex flat coating with excellent hiding and superior wash ability. Can be used on primed metal and non-bleeding types of wood.
  2. Where to Use: Interior walls, ceilings and primed woodwork/ metal. Drywall, plaster, painted wood, brick, masonry, concrete or cinder block, primed metal and composition board.
  3. Total Solids by Volume 37%, pigment by weight 40%, Total Solids by weight 54%
- B. Alternate Enamel 100% Acrylic Low Odor Paint:
1. Scrub-Master Enamel 100% Acrylic Low Odor Paint (or approved equivalent) – Interior Low Sheen Enamel by UCI (or approved equivalent) is an interior paint for interior surfaces that is quick drying low odor and low VOC and is excellent for hiding and providing wash-ability.

2. Where to Use: Interior walls, ceilings and primed woodwork/ metal. Drywall, plaster, painted wood, brick, masonry, concrete or cinder block, primed metal and composition board.

3. Total Solids by Volume 34%, pigment by weight 31%, Total Solids by weight 49%

### **C3.02 PREP WORK**

Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards. For each service type the following Standard Procedures must be followed when doing Prep Work.

#### **A. Sealant Replacement**

1. Remove existing sealant and clean all surfaces to receive new sealant. Verify that the existing surfaces along the joints are clean, dry, frost-free, secured and properly prepared. Depending upon the substrate, or presence of dust, loose concrete or laitance, waterproofing, etc., the joint surface may require a thorough wire brushing, grinding, solvent cleaning, and/or priming. All surfaces must be properly prepared in strict accordance with the Manufacturer's specifications, and to the satisfaction of the City Representative.
2. Properly mask adjoining surfaces to prevent contact of primer/sealant with surfaces that could be permanently stained or damaged by such contact, or by cleaning methods required to remove primer/sealant smears.
3. Install new backer rod to provide support of sealant during application, and at a position required to produce the cross-sectional shapes and depths relative to joint widths, which allow optimum sealant movement. Do not leave gaps between ends of backer rod. Do not stretch, twist, puncture, or tear backer rod. Immediately remove backer rod which has become wet prior to sealant application, and replace with dry materials.
4. Where backer rod cannot be used, install bond breaker tape in between sealant and back of joint, to prevent third-side adhesion.
5. Prime joint substrates as recommended by the Manufacturer, based upon adhesion tests performed specifically for the substrate. Apply primer in strict compliance with Manufacturer's recommendations. Take care to confine primer to areas of joint sealer bond, and do not spillage or migration onto adjoining surfaces.
6. Ensure that all weep holes in the window frames are left exposed and effective. Any weep holes found to be clogged will be cleaned as necessary to allow for proper expulsion of moisture from within the window frame systems.
7. Install sealant by the proven techniques that result in sealant directly contacting and fully wetting joint substrates, completely filling each joint configuration. Provide uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.



8. Application nozzle should be kept in the sealant and moved in a continuous motion (to provide a steady flow of sealant preceding the nozzle) in order to avoid air entrapment. Overlapping of sealant shall also be avoided, to eliminate the entrapment of air.
9. Immediately after sealant application and prior to skinning and curing, properly tool sealant to form a smooth, uniform bead, to eliminate air pockets and ensure proper contact and adhesion of sealant with sides of the joint. Tooling agents which discolor sealants or adjacent surfaces shall not be utilized.

**B. Metal/ Wood Surfaces**

1. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
2. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
3. Mildew, Algae, and Fungus: Remove using materials and methods recommended by coating manufacturer.
4. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
5. Remove or protect hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings which are adjacent to surfaces to receive coatings.
6. Disconnect equipment adjacent to surfaces indicated to receive coatings.
7. Move equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
8. Protect surfaces not indicated to receive coatings which are adjacent to surfaces indicated to receive coatings.
9. Do not allow coatings on surfaces not indicated to receive them.
10. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer, and as follows:
11. Existing Coatings:
  - A. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.

- B. If presence of lead in existing coatings is suspected, cease surface preparation of existing coating and notify Architect immediately.
12. Ferrous Metals, Unprimed: Remove rust or scale, if present, by wire brush cleaning, power tool cleaning, or sandblast cleaning; remove grease, oil, and other contaminants which could impair coating performance or appearance by solvent cleaning, with phosphoric-acid solution cleaning of welds, bolts and nuts; spot-prime repaired welds with specified primer.
  13. Ferrous Metals, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.
  14. Galvanized Steel: Wipe down surfaces using clean, lint-free cloths saturated with mineral spirits or lacquer thinner; wipe dry using clean, lint-free cloths.
  15. Stainless Steel: Clean surfaces by pressurized steam, pressurized water, or solvent washing.
  16. Wood:
    1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
    2. Apply primer coat to back of wood trim and paneling.
  17. Polyvinyl Chloride (PVC) Pipe: Remove ink markings by wiping down with clean-lint-free cloths saturated denatured alcohol.

### **C3.03 PROTECTION AND CLEAN UP**

For each service type the following Standard Procedures must be followed when providing service.

#### **A. Protection and Preparation:**

1. Protect all areas surrounding working space from excessive debris. In addition, protect all areas above, below, and adjacent to the work area from the migration all contaminants.
2. Conduct an inspection of the work areas prior to the commencement of work, and notifying the City Representative, in writing, of any observed existing damage to mechanical, plumbing, electrical, windows, screens, metal coping, or other systems which may be affected by the work.

#### **B. Clean Up**

1. Clean all areas around where work was performed. Clean windows, ground and any trim on building or structure.

2. It is recommended that photographs be taken by the contractor of any damaged sidewalks, asphalt pavement or exterior building or landscape damage prior to start of any work. The contractor will be responsible for the replacement or repair of any damage to the exterior of the building, landscaping, concrete sidewalks or asphalt paved parking surfaces. The entire building and grounds will be inspected by the City Representative and any damage shall be made good to the City without discussion.

### **C3.04 SERVICES**

Any work awarded shall conform to the American Society for Testing and Materials (ASTM) Standards.

#### **ITEM #1: PRESSURE WASHING**

- A. All plants, shrubbery and other building or structure decorations shall be protected at all times and not damaged during the cleaning process.
- B. Tri-sodium phosphate, simple green, denatured alcohol or a mild soap solution shall be used in the cleaning process depending on manufactures recommendations.
- C. Wire brush all metal to remove surface rust and repair rusted areas before pressure cleaning.
- D. Four Thousand (4000) psi water blaster with a 0 degree oscillating tip shall be used.
- E. Tampico brushes (or approved equivalent) shall be used.
- F. All surfaces to be cleaned will be pre-wet then the solution applied and allowed to set 3 to 5 minutes before rinsing.
- G. The wand end shall be held no closer than two 2' from the building or structure to avoid damage to mortar joints.
- H. All exterior surfaces shall be cleaned in this manner on the entire building or structure.
- I. On areas of heavy staining a second wash shall be required to insure all debris is removed prior to the waterproofing application.
- J. Efflorescence treatment shall be applied to remove any excess efflorescence.

#### **ITEM #2: SAND BLASTING**

- A. Surface Cleaning: Prepare the surface to be free of foreign material in reference to sand or gravel, lack of binder.
- B. Sand blasting: Prepare surface by sand blasting, a system of cutting or abrading a surface such as concrete by a stream of sand ejected from a nozzle at high speed by compressed air; often used for cleanup of horizontal construction joints or for architectural exposure of aggregate."

**ITEM #3: STRIPPING**

- A. Stripping: Removal of rust, existing coatings or thin layers of pay material by mechanical or chemical means. Shot blasting, sand blasting or stripping by chemicals must be self-contained, have proper pedestrian safety and fully cleaned up work area after procedure each day. Completely remove old finish to substrate before applying new coating systems.
- B. Stripping shall include removal of any surface rust or rust build up to properly prepare for coating. Any surface rust must be properly treated, and rusted through areas must be properly repaired and patched.

**ITEM #4: STONE REPAIR, TUCKPOINTING, JOINT SEALANT REPLACEMENT CLEAN AND SEAL:**

Clean all exterior surfaces, tuck point all defective masonry joints, repair damaged brick, coat all brick surfaces with the specified clear, penetrating silicone sealant.

- A. Cut or rake out cracked / deteriorated mortar joints (as approved by the City Representative) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away / remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.
- B. Verify that all joints to be repointed are clean and properly prepared.
- C. Replace and / or repair cracked, broken, and spalled brick masonry units as necessary, and as approved by the City Representative.
- D. Carefully proportion mortar, and pre hydrate all tuck pointing mortar. To pre hydrate mortar, thoroughly mix all ingredients dry, then mix again, adding only enough water to produce a damp mix which will retain its form when pressed into a ball. After keeping mortar in this dampened condition for one to two hours, add sufficient water to bring it to proper consistency.
- E. Repoint and build in new mortar joints following the best possible practices and techniques, as established by the Brick Institute of America. New joint work to match and align with existing, with joints coursing true and level, with faces plumb and in line. Dampen joints just prior to tuck pointing. Apply pre hydrated mortar in thin layers until joints are completely filled. Tool joints to a smooth, flush, watertight finish. Remove excess mortar from masonry face, hand clean with light soap solution and fiber brushes, and rinse immediately with a clean water wash. All masonry repainting/repair work must be fully-cured and approved by the City Representative.

**ITEM #5: EXTERIOR WINDOW JOINTS & CONTROL JOINTS:** Remove all deteriorated caulking, grind out joints, clean, prime all contact joints, install new closed cell backer rod / bond breaker tape as needed, and install new specified modified urethane sealants on all Control and Window joints.

- A. Cut or rake out cracked / deteriorated mortar joints (as approved by the City Representative) at least 3/4" deep, in a manner so as not to damage adjacent, remaining materials. Cut away / remove all loose or unsound adjoining mortar to provide a firm, solid bearing for repointing with new mortar.

- B. Verify that all joints to be repointed are clean and properly prepared.
- C. Replace and / or repair cracked, broken, and spalled brick masonry units as necessary, and as approved by the City Representative.
- D. Carefully proportion mortar, and pre hydrate all tuck pointing mortar. To pre hydrate mortar, thoroughly mix all ingredients dry, then mix again, adding only enough water to produce a damp mix which will retain its form when pressed into a ball. After keeping mortar in this dampened condition for one to two hours, add sufficient water to bring it to proper consistency.
- E. Repoint and build in new mortar joints following the best possible practices and techniques, as established by the Brick Institute of America. New joint work to match and align with existing, with joints coursing true and level, with faces plumb and in line. Dampen joints just prior to tuck pointing. Apply pre hydrated mortar in thin layers until joints are completely filled. Tool joints to a smooth, flush, watertight finish. Remove excess mortar from masonry face, hand clean with light soap solution and fiber brushes, and rinse immediately with a clean water wash. All masonry repainting / repair work must be fully-cured and approved by the City Representative.

**ITEM #6: EXTERIOR STUCCO/ CONCRETE RESTORATION AND WATERPROOFING:** Clean all exterior stucco/ vertical concrete surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

6.01 EXTERIOR STUCCO/BRICK MASONRY CLEANING

Clean exposed brick masonry surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the masonry. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must be submitted and approved by the City Representative, and used in strict accordance with the Manufacturer's specifications protecting adjacent materials.

6.02 WATERPROOFING/ PAINTING APPLICATION

Includes the Stucco, CMU Block, Columns and any other elastomeric coating areas.

- A. Remove all rust, dirt, debris, loose and non-bonded coatings, and all other deleterious materials from all surfaces to be painted. All areas are to be clean prior to coating.
- B. Apply approved primer to all surfaces to be painted and allow ample drying (curing) time, as recommended by the Manufacturer.
- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance.

#### 6.03 WATER REPELLENT / TREATMENT FOR BRICK/STUCCO

- A. Once all repairs, replacement, cleaning, etc. have been performed, apply specified water repellent using a low pressure garden spray technique. Apply at a rate sufficient to create a 3 to 5 inch run down to insure the substrate is saturated.
- B. Allow sufficient drying (curing) time per manufacturer's specification.
- C. Perform water tests in random areas to insure repellent has been applied properly and a sufficient amount has been applied.

**ITEM #7: EXTERIOR LINTELS – PREPARE AND RESTORE:** Clean all exterior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### LENTIL PREPARATION AND RESTORATION

- A. All lintels shall be cleaned, grinded and sanded to remove all rust and debris.
- B. Prime all lintels with zinc oxide primer.
- C. Coat all lintels with elastomeric exterior metal coating.

**ITEM #8: EXTERIOR COLUMNS – PREPARE AND RESTORE:** Clean all exterior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### COLUMN TREATMENT

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary.
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all columns with acrylic exterior coating as specified.

**ITEM #9: EXTERIOR VERTICAL STUCCO / CMU SURFACE PAINTING/ WATERPROOFING:** Clean all exterior, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### 9.01 EXTERIOR STUCCO/BRICK MASONRY CLEANING

Clean exposed brick masonry surfaces with pressure water blasting to remove all dust, dirt, oil, grease, efflorescence, algae, moss, etc.. Test small areas first to develop proper calibration and technique, to provide effective cleaning, without damaging the masonry. Appropriate cleaning products and hand scrubbing may be required to ensure proper cleaning. All cleaning products must be submitted and approved by the City Representative, and used in strict accordance with the Manufacturer's specifications protecting adjacent materials.

### 9.02 WATERPROOFING/ PAINTING APPLICATION

Includes the Stucco, CMU Block, Columns and any other elastomeric coating areas.

- A. Remove all rust, dirt, debris, loose and non-bonded coatings, and all other deleterious materials from all surfaces to be painted. All areas are to be clean prior to coating.
- B. Apply approved primer to all surfaces to be painted and allow ample drying (curing) time, as recommended by the Manufacturer.
- C. Apply a minimum of one coat of elastomeric to all surfaces to be coated. The coating shall be evenly and smoothly, without runs, laps or other defects. Allow sufficient drying (curing) time between coats per manufacturer's specifications. Additional coats may be required to insure that the finished surface is uniform in color and appearance.

### 9.03 WATER REPELLENT / TREATMENT FOR BRICK/STUCCO

- A. Once all repairs, replacement, cleaning, etc. have been performed, apply specified water repellent using a low pressure garden spray technique. Apply at a rate sufficient to create a 3 to 5 inch run down to insure the substrate is saturated.
- B. Allow sufficient drying (curing) time per manufacturer's specification.
- C. Perform water tests in random areas to insure repellent has been applied properly and a sufficient amount has been applied.

**ITEM #10: EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES:** Clean all exterior, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### SURFACE TREATMENT & COATING

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary. Stripping as per specifications must be done prior
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with enamel exterior coating for metal as specified.

**ITEM #11: EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES:** Clean all exterior stucco and concrete, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a modified urethane waterproof coating color to match the building colors as selected by the City.

#### SURFACE TREATMENT & COATING

- A. Clean and strip off all loose coatings, repair as needed and prepare by sanding or grinding as necessary. Stripping as per specifications must be done prior
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with acrylic exterior coating for metal as specified.

**ITEM #12: INTERIOR PAINTING SURFACES:** Clean all interior surfaces, repair all deficient or deteriorated surfaces, sand or grind smooth and coat with a premium interior paint color to match the building colors as selected by the City.

SURFACE TREATMENT & COATING

- A. Clean and repair all interior surfaces properly per specifications.
- B. Allow repairs and primer to dry sufficiently.
- C. Paint all surfaces with acrylic interior coating for metal as specified.

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# APPENDIX D



MIAMI BEACH

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## Special Conditions

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The Contract shall commence upon the date of notice of award and shall be effective for three (3) years.
2. **OPTIONS TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.
3. **PRICES SHALL BE FIXED AND FIRM:** All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.  
  
    **3.1 COST ESCALATION.** Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider prices increases not to increase the applicable Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated Living Wage increases. In considering cost escalation due to Living Wage increases, the City will only consider the direct costs related to Living Wage increases, exclusive of overhead, profit or any other related cost.
4. **EXAMINATION OF FACILITIES.** INTENTIONALLY OMMITTED.
5. **PERFORMANCE BOND.** INTENTIONALLY OMMITTED.
6. **REQUIRED CERTIFICATIONS.** A Miami-Dade County Painter's license. Certification from manufacturer. Current licenses should be provided with bid, and no personnel shall service City facilities without said licenses.
7. **SHIPPING TERMS.** F.O.B. DESTINATION
8. **PAYMENT TERMS.** NET 30
9. **DELIVERY REQUIREMENTS.** INTENTIONALLY OMMITTED.
10. **WARRANTY REQUIREMENTS.** The Contractor shall guarantee all the work furnished under the award for a period of one (1) full year from the date of installation. Under this guarantee, the Contractor agrees to make good without delay, at his/her own expense, any failure of any part of the work due to faulty materials or manufacture, or the failure of any equipment furnished to perform satisfactorily all the work within the limits of the Award. He/she shall also make good any damage caused by such failure. Any such repair work shall receive a similar guarantee for a similar period of time. This guarantee shall be exclusive of manufacturer's guarantees or warranties exceeding this period. Please also see Sec. 0200, Instructions to Bidders, Sec. 31, Condition and Packaging.
11. **BACKGROUND CHECKS.** INTENTIONALLY OMMITTED.
12. **MANUFACTURER PRICE LISTS:** Bidder shall state, on the Bid Price Form, the mark-up against its invoice pricing that bidder will apply to equipment pumps, motors, filters, filter cartridges, replacement sand for sand filters, impellers, display jets, timers, gauges, etc. inclusive of any parts and supplies required under the scope of this ITB. With each payment application or invoice, bidder shall submit documentation verifying the referenced invoice pricing for parts and supplies.

# APPENDIX E



MIAMI BEACH

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## Bid Tender Form

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

## APPENDIX E BID TENDER FORM

**Failure to submit Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. **Bid Tender Forms completed in pencil shall be deemed non-responsive.** All corrections on the Bid Tender Form shall be initialed.

Price per square foot (SF) includes all materials (Appendix C. Sec. 3.01), prep work (Appendix C. Sec. C3.02), equipment and labor necessary for the completion of the work described in the "Services" per the specifications. (Please refer to Appendix C, Sec. C3.05 Services for detailed item descriptions.)

Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF)			
			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER
<b>SERVICES</b>						
1	PRESSURE WASHING		N/A	N/A	N/A	N/A
2	SAND BLASTING		N/A	N/A	N/A	N/A
3	STRIPPING		N/A	N/A	N/A	N/A
4	STONE REPAIR, TUCKPOINTING, JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A				
5	EXTERIOR WINDOW JOINTS & CONTROL JOINTS	N/A				
6	EXTERIOR STUCCO/ CONCRETE RESTORATION AND WATERPROOFING	N/A				
7	EXTERIOR LINTELS - PREPARE AND RESTORE	N/A				
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	N/A				
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A				
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A				
11	EXTERIOR PAINTING/ WATERPROOFING WOOD SURFACES	N/A				
12	INTERIOR PAINTING SURFACES	N/A				

### Bidder's Affirmation

Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

# APPENDIX F



MIAMI BEACH

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## Insurance Requirements

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ITB 2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



# MIAMI BEACH

## INSURANCE REQUIREMENTS GENERAL SERVICE AND MAINTENANCE CONTRACT

The vendor shall furnish to the Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, to include Contractual Liability, and Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be included as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

**The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**

# **ATTACHMENTS**

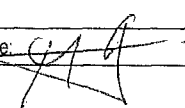
**C**

**APPENDIX  
"REVISED" BID TENDER FORM**

Failure to submit Bid Price Form in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Tender Form shall be completed mechanically or, if manually, in ink. Bid Tender Forms completed in pencil shall be deemed non-responsive. All corrections on the Bid Tender Form shall be initialed.

Item #	Item Description	Price per Square Feet (SF)	Price per Square Feet (SF) Paint Applications				Price per Linear Feet (LF)
			EPOXY	LATEX (Acrylic, Satin, Gloss, Semi-gloss)	OIL	PRIMER	
	<b>SERVICES</b>						
1	PRESSURE WASHING	0.50	N/A	N/A	N/A	N/A	N/A
2	SAND BLASTING	10.00	N/A	N/A	N/A	N/A	N/A
3	STRIPPING	50.00	N/A	N/A	N/A	N/A	N/A
4	JOINT SEALANT REPLACEMENT CLEAN AND SEAL	N/A	100	100	100	100	N/A
4A	TUCK POINTING TO BE PERFORMED WITH MORTAR TO MATCH EXISTING BUILDING CONDITIONS.	N/A	N/A	N/A	N/A	N/A	50.00
4B	STONE REPAIR	1500.00	N/A	N/A	N/A	N/A	N/A
5A	EXTERIOR WINDOW JOINTS FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE	N/A	N/A	N/A	N/A	N/A	50.00
5B	CONTROL JOINTS	N/A	N/A	N/A	N/A	N/A	50.00
5C	GENERAL CAULKING	N/A	N/A	N/A	N/A	N/A	10.00
6A	CONCRETE RESTORATION AND REPAIR	500.00	N/A	N/A	N/A	N/A	N/A
6B	STUCCO REMOVAL AND REPAIR	300.00	N/A	N/A	N/A	N/A	N/A
6C	CMU BLOCK RESTORATION AND REPAIR	300.00	N/A	N/A	N/A	N/A	N/A
6D	STEEL BEAM SUPPORT CLEAN, PRIME, PREPARATION FOR STUCCO SURFACING	2.00	N/A	N/A	N/A	N/A	N/A
6E	REBAR CLEAN, PRIME AND PREPARATION FOR CONCRETE RESTORATION	N/A	N/A	N/A	N/A	N/A	10.00
7	EXTERIOR LINTELS - PREPARE AND RESTORE	N/A	2.00	2.00	2.00	2.00	N/A
8	EXTERIOR COLUMNS - PREPARE AND RESTORE	N/A	2.00	2.00	2.00	2.00	N/A
9	EXTERIOR VERTICAL STUCCO/ CMU SURFACE PAINTING / WATERPROOFING	N/A	2.00	2.00	2.00	2.00	N/A
10	EXTERIOR PAINTING/ WATERPROOFING METAL SURFACES	N/A	2.00	1.50	1.50	1.50	N/A
11	EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES	N/A	2.00	1.50	1.50	1.50	N/A
12	INTERIOR PAINTING SURFACES	N/A	1.00	1.00	1.00	1.00	N/A

Bidder's Affirmation	
Company:	P&P CONTRACTING, INC
Authorized Representative:	Miguel P. Lopez
Address:	12240 SW 128 CT, UNIT 102 Miami, FL 33186
Telephone:	786-897-1793
Email:	ppcontractinginc@yahoo.com
Authorized Representative's Signature:	





The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.  
 For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)  
 This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license,  
 permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental  
 or nongovernmental regulatory laws and requirements which apply to the business.

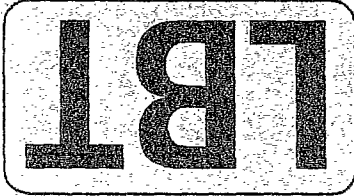
OWNER P & P CONTRACTING INC  
 SEC. TYPE OF BUSINESS CONTRACTOR  
 196 SPECIALTY BUILDING  
 07BS00782  
 1 Worker(s)  
 PAYMENT RECEIVED BY TAX COLLECTOR  
 97.50 02/19/2014  
 0230-14-002609

Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A - Art. 9 & 10

RECEIPT NO. 6511118  
 RENEWAL  
 EXPIRES SEPTEMBER 30, 2014

BUSINESS NAME/LOCATION  
 P & P CONTRACTING INC  
 12240 SW 128 CT 102  
 MIAMI, FL 33186

6610837



Local Business Tax Receipt  
 Miami-Dade County, State of Florida  
 -THIS IS NOT A BILL - DO NOT PAY-



CTQB  
 Construction Trades Qualifying Board  
 BUSINESS CERTIFICATE OF COMPETENCY

07BS00782

P & P CONTRACTING INC  
 D.B.A.:

*MLO*  
 LOPEZ MIGUEL

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2014

Certification of Experience

I, Miguel P. Lopez, President of

P&P CONTRACTING, INC., hereby certify that this Company has been in

Business for a minimum of 7 years and has the experience to perform the services requested by ITB -20-2014-191

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the City of Miami Beach to inquire for references as to my performance.

Signature: [Handwritten Signature] Date: 07/30/2014
Date: (Mo & Yr): From 02/2011 To Present Dollar Value of Project: \$ 464,710.00
Client Name: FLORIDA'S TURNPIKE ENTERPRISE Client's Project Manager: Frank Natal
Address: Florida's Turnpike MP 65 City: Pompano Beach
State: FL Zip: 33069 Phone: (954) 495-7300 (Fax: ( ))

Project Description: PAINTING & WATER RESISTANT COATINGS MIAMI-DADE BROWARD WEST PALM BEACH AND SAWGRASS TURNPIKE TOLLS & BUILDINGS contract # BDS00

Date: (Mo & Yr): From 02/2012 To 03/2013 Dollar Value of Project: \$ 286,167.00
Client Name: FDOT-Tampa District #7 Client's Project Manager: Todd Croft
Address: Florida's 11201 N. Mackinley Dr. City: Tampa
State: FL Zip: 33612 Phone: (727) 570-5101 (Fax: ((727)570-3050 )
Project Description: :Distric-wide Barrier wall Painting/ Contract#E7H55

Date: (Mo & Yr): From 09/2009 To 10/2009 Dollar Value of Project:
Client Name: Miami-Dade Park & Recreation Department Client's Project Manager: Michael Page
Address: Florida's 11395 SW 79 St City: Miami
State: FL Zip: 33173 Phone: (305)596-4460 Ext:250 (Fax: ( 305)-270-4910 )
Project Description: . Miami-Dade County Auditorium Interior Painting



miamidade.gov

Sustainability, Planning and Economic  
Enhancement Department

111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

February 7, 2012

CERT. NO: 12596

Approval Date: 02/06/2012 - CSBE Level 1

Expiration Date: 02/28/2015

Mr. Miguel Lopez  
P & P CONTRACTING, INC.  
16114 SW 148th Ter  
Miami, FL 33196-0000

Dear Mr. Lopez:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Community Small Business Enterprise (CSBE) in accordance with section 10-33-02 of the Code of Miami Dade County.

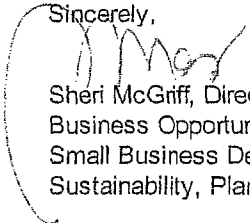
This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County SPEED website <http://www.miamidade.gov/sba>.

Thank you for doing business with Miami Dade County.

Sincerely,



Sheri McGriff, Director  
Business Opportunity Support Services  
Small Business Development Division  
Sustainability, Planning and Economic Enhancement Department

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)  
PAINTING AND WALL COVERING CONTRACTORS (CSBE)

c: Jacob Wilson Jr., Certification Specialist  
Veronica Clark, SPEED, SBD



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources  
Small Business Development

111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

CERT. NO: 12603

Approval Date: 10/11/2012 - DBE

October 12, 2012

Mr. Miguel Lopez  
P & P CONTRACTING, INC.  
16114 SW 148th Ter  
Miami, FL 33196-0000

Dear Mr. Lopez:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

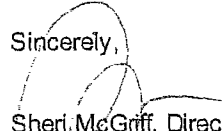
Your DBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at [http://www.miamidade.gov/business/business-certification-programs.asp/library/continuing\\_eligibility\\_package.pdf](http://www.miamidade.gov/business/business-certification-programs.asp/library/continuing_eligibility_package.pdf). A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Karla Licona in the Certification Unit.

We look forward to your participation and success in Miami-Dade County's disadvantaged business enterprise programs.

Thank you for doing business with Miami Dade County.

Sincerely,

  
Sheri McGriff, Director  
Business Opportunity Support Services  
Small Business Development Division  
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)  
PAINTING AND WALL COVERING CONTRACTORS (DBE)

c: Karla Licona, Certification Specialist  
Veronica Clark, RER, SBD

*Delivering Excellence Every Day*

# APPENDIX "A"



MIAMI BEACH

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## Bid Certification, Questionnaire & Requirements Affidavit

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ITB-2014-191  
CITYWIDE PAINTING (INTERIOR AND  
EXTERIOR) AND WATERPROOFING  
SERVICES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Solicitation No: ITB No. 2014-191	Solicitation Title: Citywide Painting (Interior And Exterior) And Waterproofing Services	
Procurement Contact: Steven Williams	Tel: 305-673-7497	Email: Stevenwilliams@miamibeachfl.gov

**BID CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT**

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME: P&P CONTRACTING, INC	
No of Years in Business: 7 YEARS	No of Years in Business Locally: 7 YEARS
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: P&P PAINTING, INC	
FIRM PRIMARY ADDRESS (HEADQUARTERS): 12240 SW 128 CT, UNIT 102	
CITY: MIAMI	
STATE: FL	ZIP CODE: 33186
TELEPHONE NO.: 786-897-1793	
TOLL FREE NO.: N/A	
FAX NO.: 786-231-3460	
FIRM LOCAL ADDRESS: 12240 SW 128 CT, UNIT 102	
CITY: MIAMI	
STATE: FL	ZIP CODE: 33186
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: MIGUEL P. LOPEZ	
ACCOUNT REP TELEPHONE NO.: 786-897-1793	
ACCOUNT REP TOLL FREE NO.: N/A	
ACCOUNT REP EMAIL: ppcontractinginc@yahoo.com	
FEDERAL TAX IDENTIFICATION NO.: 20-8579873	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Miami Beach Based (Local) Vendor.** Is Proposer claiming Miami Beach based firm status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. **Financial Capacity.** Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/storeservlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

**SUBMITTAL REQUIREMENT:** Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

**SUBMITTAL REQUIREMENT:** Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

8. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

9. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

10. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

11. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

12. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.



- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
 YES  NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
 YES  NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			X
Sick Leave			X
Family Medical Leave			X
Bereavement Leave			X

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

13. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt	Addendum 1	Initial to Confirm Receipt	Addendum 6	Initial to Confirm Receipt	Addendum 11
M.P.C.					
M.P.C.					
M.P.C.					

If additional confirmation of addendum is required, submit under separate cover.

## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

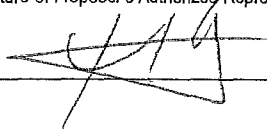
Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

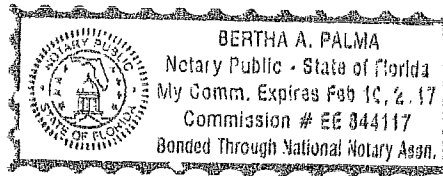
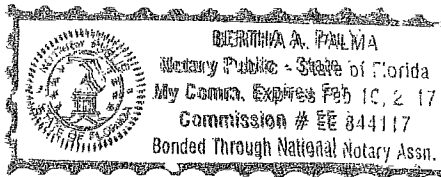
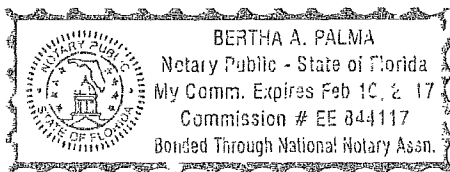
Name of Proposer's Authorized Representative: <u>MIGUEL P. LOPEZ</u>	Title of Proposer's Authorized Representative: <u>President</u>
Signature of Proposer's Authorized Representative: 	Date: <u>07/30/2014</u>

State of FLORIDA

County of Dade  
of Palmetto, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this 30th day of July, 2014, personally appeared before me Miguel Lopez who stated that (s)he is the President

Notary Public for the State of Florida  
My Commission Expires: 02/10/2017



Certification of Experience

I, Miguel P. Lopez \_\_\_\_\_, President \_\_\_\_\_ of

P&P CONTRACTING, INC \_\_\_\_\_, hereby certify that this Company has been in

Business for a minimum of 7 years and has the experience to perform the services requested by ITB -20-2014-191

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the City of Miami Beach to inquire for references as to my performance.

Signature: [Handwritten Signature] Date: 07/30/2014
Date: (Mo & Yr): From 02/2011 To 04//2012 Dollar Value of Project: \$ 104,100.00
Client Name: FLORIDA'S TURNPIKE ENTERPRISE Client's Project Manager: Marvin Cooper
Address: Florida's Turnpike MP 65 City: Pompano Beach
State: FL Zip: 33069 Phone: (954) 934-1259 (Fax: (954)934-1352 )
Project Description: : PAINTING & WATER RESISTANT COATINGS MIAMI-DADE BROWARD WEST PALM BEACH AND SAWGRASS DOT BUILDINGS BDS00-R0

Date: (Mo & Yr): From 04/2012 To 04/2013 Dollar Value of Project: \$ 104,100.00
Client Name: FLORIDA'S TURNPIKE ENTERPRISE Client's Project Manager: Marvin Cooper
Address: Florida's Turnpike MP 65 City: Pompano Beach
State: FL Zip: 33069 Phone: (954) 934-1259 (Fax: ((954)934-1352 )
Project Description: : PAINTING & WATER RESISTANT COATINGS MIAMI-DADE BROWARD WEST PALM BEACH AND SAWGRASS DOT BUILDINGS BDS00-R1

Date: (Mo & Yr): From 04/2013 To PRESENT Dollar Value of Project: \$ 256,200.00
Client Name: FLORIDA'S TURNPIKE ENTERPRISE Client's Project Manager: FRANK NATAL
Address: Florida's Turnpike MP 65 City: Pompano Beach
State: FL Zip: 33069 Phone: (954)495-7300 (Fax: ( )
Project Description: : PAINTING & WATER RESISTANT COATINGS MIAMI-DADE BROWARD WEST PALM BEACH AND SAWGRASS DOT BUILDINGS BDS00-R2

**CONTRACTOR  
FIELD PERFORMANCE REPORT**

- Periodic
- Initial
- Final

**RATING**

90.63

Date: 03/26/2013

P&P Contracting  
Contractor Name

415454-1-52-01  
FIN. Project ID's

Additional FIN Project ID's (if applicable)

BDS00-R1  
Contract No.      Original Contract Amount

Painting and Water proofing  
Type of Work

**Grading Instructions**

10 - Outstanding	8 - Good	5 - Unsatisfactory
9 - Excellent	7 - Satisfactory	3 - Poor

		Grade
1. Prosecution, control and timely completion of the work.	N/A	<u>9.0</u>
2. Overall quality control and compliance with contract.	N/A	<u>9.0</u>
3. On-Site supervision and staffing (no. and skill level).	N/A	<u>9.0</u>
4. Quantity, suitability and effectiveness of equipment.	N/A	<u>8.5</u>
5. Maintenance of traffic operations.	N/A	<u>          </u>
6. Interface with traveling public and adjacent property owners.	N/A	<u>          </u>
7. Effectiveness of general management.	N/A	<u>9.0</u>
8. Furnishing of required documents and reports.	N/A	<u>9.5</u>
9. Cooperation with Department personnel.	N/A	<u>9.5</u>
10. Final clean-up of work site.	N/A	<u>9.0</u>
Raw Score =		<u>72.5</u>

**Note:**

1. If all items are graded, the maximum rating attainable is (100).
2. If any items do not apply mark them N/A and use the following formula:

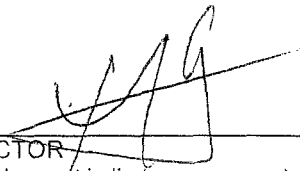
Max Rating Attainable = 100 - ( 10 (Max. grade per item) x 2 (No. of items marked N/A)) = ( 80.00 Max Rating Attainable)

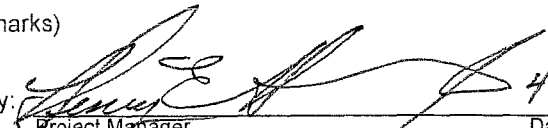
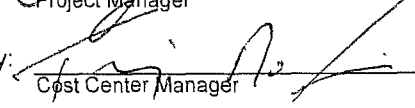
Performance Rating =  $\frac{72.5}{(Raw\ Score)} + \frac{80}{(Max.\ Rating\ Attainable)} \times 100 = \frac{90.63}{(Rating)}$

ENGINEERS REMARKS SUPPORTING GRADES

Contractor is very responsive, their work is very good, they are very responsive, I have had the opportunity work directly with them and found them to be ready willing and able.  
They have done work on very visual locations and their work is outstanding.  
They are always will to go the extra to make sure the job is correctly done.

(Attach Additional Remarks)

  
\_\_\_\_\_  
CONTRACTOR  
(Signature does not indicate concurrence)  
Date 03/28/13

Submitted By:  4-1-13  
Project Manager Date  
Reviewed By:  4/1/2013  
Cost Center Manager Date  
Reviewed By: \_\_\_\_\_  
Department Head Date

- COPIES:  
Contractor  
Project File  
Department Head - Original  
Cost Center Manager



10131 S.W. 40<sup>th</sup> Street  
Miami, FL 33165  
Phone: (305)552-5414  
Fax: (305)226-7876

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July 29, 2014

P & P Contracting, Inc.  
16114 SW 148<sup>th</sup> Terr.  
Miami, FL 33196

RE: Bonding Line Review

Gentlemen:

Please be advised that upon reviewing and underwriting the financial and corporate information on the above captioned, we would consider bond submissions on an individual basis up to an amount of \$550,000.00. Please note that the company's total work load could not exceed \$750,000.00 which would include the bond submissions.


The bonding line is based on current information and is subject to review at the time of the individual bond application and is not to be construed as a commitment on behalf of Lexon Insurance Company or SECURITY BOND ASSOCIATES, INC., to issue any bonds for P & P Contracting, Inc.

Please be advised that this letter is not intended to pre-qualify the client for Subcontractor Default Insurance. We accept no responsibility whatsoever as to the qualifying requirements of this client for the underwriting of Subcontractor Default Insurance.

If you have any questions regarding the contents on this letter, please do not hesitate to contact the undersigned.

Yours truly,

Lexon Insurance Company

  
Burton Harris  
Attorney-In-Fact

BH:oc

POWER OF ATTORNEY

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera\*\*

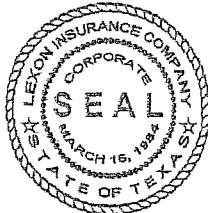
its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



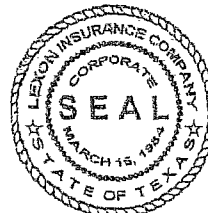
AMY L. TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 01-09-16

BY [Signature] Amy L. Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 29th Day of July, 20 14



BY [Signature] Andrew Smith Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Martinez Assurance Inc 10675 SW 190 Street Suite 1111 Miami, FL 33157 Phone (305)235-9067 Fax (305)235-9068	<b>CONTACT NAME:</b> JOHANNA TAYLOR <b>PHONE (A/C, No, Ext):</b> (305)235-9067 <b>FAX (A/C, No):</b> (305)235-9068 <b>E-MAIL ADDRESS:</b> martinezassuranc@bellsouth.net
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # <b>INSURER A:</b> GRANADA INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

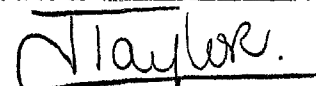
**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	0185FL00020414	07/23/2014	07/23/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/OP AGG \$ 2,000,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> \$10,000					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

CITY OF MIAMI BEACH 1700 Convention Center Drive 3rd Floor Miami Beach, FL 33139	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Johanna Taylor 
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### CERTIFICATE OF INSURANCE

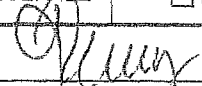
SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:  STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or  
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
has coverage in force for the following Named Insured as shown below :

Named Insured P & P CONTRACTING INC

Address of Named Insured 12240 SW 128TH CT STE 102  
MIAMI FL 33186-4782

POLICY NUMBER	C85 2761-E01-59	C86 0502-A05-59		
EFFECTIVE DATE OF POLICY	07/01/2014 - 01/01/2015	07/05/2014 - 01/05/2015		
DESCRIPTION OF VEHICLE	03 GMC W59042 J8DE5B14437901676	06 CHEVROLET EXPRESS 1GCGG25V461103175		
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury Each Person		\$500,000.00		
a. Bodily Injury Each Accident		\$500,000.00		
b. Property Damage		\$500,000.00		
c. Bodily Injury & Property Damage Single Limit Each Accident	\$500,000.00			
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ Deductible
a. Comprehensive				
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO _____ Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

  
Signature of Authorized Representative

AGENT 59/6401 07/30/2014  
Title Agent's Code Number Date

Name and Address of Certificate Holder CITY OF MIAMI BEACH 1700 CONVENTION CENTER DRIVE 3rd FLOOR MIAMI BEACH, FL 33139	Name and Address of Agent HERRERA INSURANCE AGENCY STATE FARM INSURANCE 12002 SW 128 CT SUITE 101 Miami, Florida 33186 ph: 305-382-5555  SERGIO HERRERA 59-6401 A117671 DADE SOUTH F600  fax: 305-388-8041
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Check if a permanent Certificate of Insurance for liability coverage is needed:

Check if the Certificate Holder should be added as an Additional Insured:

Remarks:  
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\_\_\_\_\_

# **ATTACHMENTS**

**D**