FOR CITYWIDE PAINTING SERVICES – PRE-QUALIFIED POOL

BID No.: 013-2511-19/IT

BID OPENING DATE: April 19, 2019
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PURCHASING SERVICES, CITY HALL

The City of Boynton Beach



Finance/Procurement Services 3301 Quantum Blvd., Suite 101 Boynton Beach, Florida 33426 Telephone: (561) 742-6310 FAX: (561) 742-6316

ADDENDUM No. 1

DATE:

April 5, 2019

RFP TITLE:

CITYWIDE PAINTING SERVICES - PRE-QUALIFIED POOL

RFP NO.: 013-2511-19/IT

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern. Words in strikethrough type are deletions from existing text. Words in **bold**, underlined type are additions to existing text.

 The RFP due date remains as April 19, 2019 at 2:30 PM. The location remains unchanged.

Refer to BID FORM, pages 18,19, 20, & 21. Line item # 29 is an addition to the bid form.
 The attached Bid Form (BID FORM B) supersedes the previous one.

| 29. | EXTERIOR FINISH | (THREE-COAT FLUOROPOLYMER) | LF | 15.00 |
|-----|-----------------|----------------------------|----|-------|
|-----|-----------------|----------------------------|----|-------|

Sincerely.

Tim W. Howard

Assistant City Manager - Administration

In W. HD

cc: Finance/Procurement

The City of Boynton Beach



Finance/Procurement Services 3301 Quantum Blvd., Suite 101 Boynton Beach, Florida 33426 Telephone: (561) 742-6310 FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1

CITYWIDE PAINTING SERVICES – PREQUALIFIED POOL RFP NO.: 013-2511-19/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

PRINT NAME OF REPRESENTATIVE

All Counties Painting, LLC

NAME OF COMPANY

All Date

All Counties Painting All

The City of Boynton Beach



Purchasing Services
P. O. Box 310

Boynton Beach, Florida 33425-0310

Telephone: (561) 742-6323

FAX: (561) 742-6316

INVITATION TO BID FOR "CITYWIDE PAINTING SERVICES – PRE-QUALIFIED POOL"

BID No.: 013-2511-19/IT

Sealed bids will be received in PURCHASING SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, Florida 33426 on or by: April 19, 2019; No Later Than 2:30 P.M. (Local Time).

Bids will be opened in:

PROCUREMENT SERVICES-CITY HALL

unless otherwise designated.

Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City

Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Michael Dauta, Acting Purchasing Manager; Telephone: (561) 742-6322, E-mail: dautam@bbfl.us

SCOPE OF BID:

The purpose of this bid is to establish firm and fixed prices for an indefinite quantity, contract to be used for all equipment, supplies, supervision and labor necessary for various citywide painting projects as specified by the Scope of Work. The City anticipates prequalifying a pool of up to four (4) Contractors to be used on a rotational basis for various citywide painting projects not to exceed \$100,000 per project.

Contact:

City of Boynton Beach Purchasing Services

3301 Quantum Boulevard, Suite 101

Boynton Beach, FL 33426

Michael Dauta, Acting Purchasing Manager

(561) 742-6322 or dautam@bbfl.us

Office Hours:

MONDAY - FRIDAY, 8:00 A.M. TO 5:00 P.M.

CITY OF BOYNTON BEACH

In W. HD

TIM W. HOWARD

ASSISTANT CITY MANAGER - ADMINISTRATION

INVITATION TO BID FOR "CITYWIDE PAINTING SERVICES – PRE-QUALIFIED POOL"

BID No.: 013-2511-19/IT

Section 1 - SUBMITTAL INFORMATION

- A. The City of Boynton Beach will receive bid responses until <u>April 19, 2019</u> at <u>2:30 P.M.</u> (<u>LOCAL TIME</u>) in Purchasing Services located at City Hall, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response <u>delivered to Purchasing Services</u> for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.
- C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the <u>responsibility of each bidder</u>, <u>prior to submitting the bid response</u>, to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. One (1) original, so marked, two (2) copies, and one (1) electronic copy of the bid response shall be submitted in one sealed package clearly marked on the outside "INVITATION TO BID FOR CITYWIDE PAINTING SERVICES PREQUALIFIED POOL" to: City of Boynton Beach, Purchasing Services, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426
- E. Responses shall clearly indicate the <u>legal name</u>, <u>address and telephone number</u> of the bidder (firm, corporation, partnership or individual). Responses shall be <u>signed</u> above the <u>typed or printed name and title</u> of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

GENERAL CONDITIONS FOR BIDDERS

<u>FAMILIARITY WITH LAWS:</u> The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is <u>not</u> responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

MINOR IRREGULARITIES/RIGHT TO REJECT: 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. The City of Boynton Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE CITY: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- B. Waive any defect, irregularity or informality in any bid or bidding procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation to Bid;
- E. Extend the bid deadline time and date:
- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Invitation to Bid;
- Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

- A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
- B. A satisfactory record of performance;
- C. A satisfactory record of integrity;
- D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

<u>CONFLICT OF INTEREST</u>: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach. Palm Beach County, of the State of Florida.

<u>ADDITIONAL QUANTITIES:</u> The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

<u>SAMPLES:</u> Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

<u>DEMONSTRATIONS</u>: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "EXCEPTIONS TO THE SPECIFICATIONS" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

<u>DISPUTES:</u> In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this submittal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

<u>LEGAL REQUIREMENTS</u>: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), 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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids 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 my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

<u>ADVERTISING:</u> In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "NONCONFORMANCE WITH CONTRACT CONDITIONS".

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the

performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

<u>DELIVERY</u>: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or

equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the Contract Administrator or his/her representative and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

The Finance Department processes payments either through E-Payables or paper checks every two (2) weeks and all checks are mailed; no exceptions. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach Attn: Gail Mootz, Project Supervisor/Contract Administrator 222 NE 9th Avenue Boynton Beach, Florida 33435

- A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.
- B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. DISCOUNTS: Will be considered in determining the lowest net cost.
- D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

<u>PUBLIC RECORDS</u>: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK 3301 QUANTUM BLVD., SUITE 101, BOYNTON BEACH, FL 33426 561-742-6061 PYLEJ@BBFL.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to Michael Dauta, Acting Purchasing Manager, Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail to: dautam@bbfl.us

LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, a bidder must include the Local Business Status Certification Form at the time of bid submittal.

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

SCRUTINIZED COMPANIES - 287.135 and 215.473

By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria, Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above, Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses must include the attached Scrutinized Companies form to certify that the Proposer is not on either of those lists.

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to establish firm and fixed prices for an indefinite quantity, contract to be used for all equipment, supplies, supervision and labor necessary for various citywide painting projects as specified by the Scope of Work. The City anticipates prequalifying a pool of up to four (4) Contractors to be used on a rotational basis for various citywide painting projects not to exceed \$100,000 per project.

All bidders, which meet or exceed the criteria established herein, shall be placed in a pool of pre-qualified vendors that may be utilized by the City to obtain price quotations for waterproofing and painting projects as the need arises. The scope of work for said projects shall include, but not be limited to, pressure cleaning, preparation and repair of all cracks, remove and replace caulking, apply primer and two finish coats of paint for each project. The pricing quoted for each project, as requested, shall include all supervision, labor, materials, transportation, equipment as well as supplies and shall be itemized as requested herein.

TERM OF CONTRACT: The initial term of the contract awarded shall be for two (2) years from the award date and by mutual agreement between the City and the awardee(s), may be renewable for three (3) additional one (1) year periods. The City reserves the right to exercise the option to renew annually.

The City reserves the right to extend automatically for a period not to exceed an additional twelve (12) months in order to provide the City with continual service while a new contract is solicited, evaluated and/or awarded.

COST ADJUSTMENTS: Prices offered shall be firm for the initial bid term. No cost increases shall be accepted during the initial bid term. Please consider this when providing pricing for this Bid.

Cost increases for any extension terms shall be subject to City approval.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the bid term anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved bid extension.

The City, may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

BID PRICING EVALUATION: Each line item on the price page will be evaluated separately. The numbers will be entered into a spreadsheet, which will apply points and will calculate the overall lowest bidders. The City anticipates that this contract will be awarded to up to the four (4) bidders with the highest overall point score and lowest bid numbers. For example, if we receive 5 proposals, per line item, the lowest bid will be given a 5, the second lowest will be given a 4, the third lowest will be given a 3, the fourth lowest will be given a 2, and the fifth lowest (highest bid) will be given a 1. Line items that are left blank will be given zero points. Items that are no charge must be indicated with N/C. No charge items will be awarded the highest points.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

Award will be made in the best interest of the City to a pool of vendors which meet the requirements specified here in and has the lowest bid pricing. The City intends to award projects on a rotational basis with the lowest bid receiving the first task order, the second lowest bid receiving the third task order, etc. No guarantee of work is either expressed nor implied as a result of this bid. The City reserves the right to award projects out of rotational order when deemed in the City's best interests. The City also reserves the right to obtain quotes for individual projects from all awarded firms.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A,M. Best's Key Rating Guide, latest edition. Refer to Attachment A for additional information.

MINIMUM QUALIFICATIONS OF BIDDERS - This bid will be awarded only to responsible bidders qualified by experience and expertise to provide the work specified. The following evidence of eligibility may be required to be submitted:

- Evidence that bidder is licensed by the appropriate government agency to perform the work specified.
- B. The bidder must be in business for the last five (5) years under the same name.
- C. The firm must have successfully completed painting and weatherproofing projects meeting the following requirements:
 - a. A minimum of \$300,000 in painting and weather proofing projects completed annually for each of the past three calendar years (2016, 2017, 2018). The firm must itemize this work using forms "Calendar Year 2016", "Calendar Year 2017" and "Calendar Year 2018."

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The City is seeking vendors to provide all materials supplies, supervision and labor necessary for painting exterior and interior of City buildings and related surfaces. The intent is to establish a pool of vendors on an indefinite quantity contract to be utilized on an "as needed per job" basis. Painting substrates include steel, plaster, metal, brick, aluminum, wood, gypsum board, galvanized metal, concrete, fiberglass, EFIS, or cinder block.

General

- The City will provide project specifications for each individual project.
- 2. Vendor will provide written quote for each project. The quote shall include square footage and price per square foot, permitting (if required), cost of specialized preparation (if required), manufacturer and color of paint (if vendor provided), number of coats, cost of rental equipment (if required) and completion date. It will be the vendor's responsibility to ensure they have all information to prepare accurate estimates. All quotes must include the cost for labor, materials and installation/repair and the pricing shall be itemized as requested and in accordance with the fixed bid prices submitted. Quotes that do not follow this requirement, may be rejected. There shall be no additional charge for attending any site meetings, providing quote, consultation or troubleshooting on any particular project.
 - Unit prices for the items above must appear on the quote and on invoices submitted for work completed.
 - b. Vendor will receive a purchase order for each individual project.
 - Prior to payment of the final invoice, all work and corrections will be inspected and accepted by an authorized representative of the City.
- Onsite storage of materials and equipment may or may not be available, depending on the project location. This information will be made available to the vendor prior to the vendor quoting the project.
- 4. Vendor shall make every effort to keep any interruptions of normal City operations to an absolute minimum; this shall be coordinated with appropriate City personnel. Vendor shall provide barricades and signs to direct traffic away or around work area as required.
- The vendor is responsible for the provision of adequate and proper safety precautions for both vendor staff and all persons in or around the work area.
- Any changes in work schedule must be coordinated with appropriate City staff.

Equipment/Labor/Materials

- Vendor must furnish all labor, materials, and tools necessary for general painting, including minor repair of walls of City buildings. Vendor will be required to supply all paint and materials for all jobs. The Contractor shall use only Sherwin Williams paint for all applications.
- At no additional charge to the City, the vendor may be asked to provide maintenance materials at the end of a project such as five (5) one (1)-gallon cans of trim paint. This will be communicated to the vendor prior to the vendor quoting the project.
- Vendor may be asked to provide, with their quote, MSDS Sheets for materials used in a particular project.

- Vendors may be asked to show the cost of painting supplies and vendor markup on quotes for individual projects.
- 5. Lead Based Paint: Vendor must comply with the Environmental Protection Agency's 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), which aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. The rule requires workers to be certified and trained in the use of lead-safe work practices, and requires renovation, repair, and painting firms to be EPA-certified. These requirements became fully effective April 22, 2010. More information can be found at https://www.epa.gov/lead/lead-renovation-repair-and-painting-program-rules.
- 6. The Contractor is responsible for the finish of the work. Should any surface be found unsuitable to produce an even paint or sealant finish, the City representative shall be notified in writing and no material shall be applied until the unsuitable surfaces have been made satisfactory according to City requirements. Beginning coating application constitutes vendor's acceptance of substrates and conditions.
- On the final invoice, the Contractor shall provide warranty of material used.

Rental Equipment

- In the event vendor must rent equipment for a specific project, the cost to the City will be calculated based on the vendor's cost from the rental facility plus vendor's mark-up.
- 2. Written approval from a City representative is required prior to the use of rental equipment.
- 3. The vendor's quotes and invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and vendor's mark-up. A copy of the vendor's rental equipment invoice from the rental facility will be submitted as back-up with the vendor's quote and invoice.

Contractor Responsibility

- Contractor(s) shall provide all supervision, labor, tools, and materials to complete all services as required per bid specifications.
- Contractor(s) will be responsible for ensuring that all employees are in compliance, at all times, with Terms, Conditions, and Specifications outlined in these bid specifications.
- Contractor(s) shall provide and ensure the wearing of protective clothing, masks, ear and eye protection, etc., as required by Laws, Regulations, Ordinances, and/or manufacturer's instructions for materials and equipment. The Contractor's personnel shall be in company uniform at all times while working on City property.
- Contractor(s) is responsible to educate and provide all safety training and personal protection equipment for all of their personnel including following O.S.H.A Regulations.
- Contractor(s) will be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 Forms (Department of Homeland Security's Employment Eligibility Verification) in compliance with all applicable federal, state, and local statues pertaining to services as specified.

Attachment "A" City of Boynton Beach Risk Management Department INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or hinder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lesses, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

| TYPE | (Occurrence Based Only) | MINIMUM LIMITS RI | REQUIRED | | |
|--|--|---|---|--|--|
| General Liability Commercial General Liability Owners & Contractor's Protective (OCP) Liquor Liability Professional Liability Employees & Officers Pollution Liability Asbestos Abatement Lead Abatement Broad Form Vendors Premises Operations Underground Explosion & Collapse Products Completed Operations Contractual Independent Contractors Broad Form Property Damage Fire Legal Liability | | General Aggregate \$ 1,00 Products-Comp/Op Agg. \$ 1,00 Personal & Adv. Injury \$ 1,00 Each Occurrence \$ 1,00 Fire Damage (any one fire) \$ 5 Med. Expense (any one person) \$ | | | |
| Automo | bile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos PIP Basic Intermodal | Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage Trailer Interchange | \$ 500,000.00 to be determined to be determined to be determined \$ 50,000.00 | | |
| 5 | Liability Any Auto Garage Keepers Liability | Auto Only, Each Accident Other Than Auto Only Each Accident Aggregate | \$ 1,000,000,00 \$ 00,000,00 \$ 1,000,000,00 \$ 1,000,000,00 | | |
| | Liability Umbrella Form | Each Occurrence Aggregate | to be determined to be determined | | |
| Worker | 's Compensation Employer's Liability | Each Accident Disease, Policy Limit Disease Each Employee | Statutory Limits 5 100,000.00 \$ 500,000.00 \$ 100,000.00 | | |
| Propert | y Homeowners Revocable Permit Builder's Risk | Limits b | \$ 300,000.00 ased on Project Cost | | |
| Other - | As Risk Identified | to be | determined | | |

INVITATION TO BID FOR "CITYWIDE PAINTING SERVICES – PRE-QUALIFIED POOL" BID No.: 013-2511-19/IT

BID FORM

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate sheet for each.

Basis of Award: The City anticipates award will be made in the best interest of the City to a pool of at least four (4) vendors which meet the requirements specified herein and have the lowest bid pricing. Please refer to the Special Terms and Conditions for additional information on the Bid Evaluation and Award process.

Unit prices shall be inclusive of all labor, materials, paint, hardware, tools, etc. to perform the work. Unit prices for painting and waterproofing shall be per unit of measure, per single coat application. Paint shall be Sherwin Williams brand only – no substitutions.

SF = SQUARE FOOT; LF = LINEAR FOOT; LATEX PAINT = ACRYLIC, SATIN, GLOSS, SEMI-GLOSS

| ITEM | DESCRIPTION | UNIT OF MEASURE | UNIT |
|------|--|--------------------|------|
| 1.A | PRESSURE WASHING | SF | .05 |
| 1.B. | PRESSURE WASHING | LF | .10 |
| 2. | SAND BLASTING | SF | 1.00 |
| 3. | STRIPPING | SF | 1.00 |
| 4. | JOINT SEALANT REPLACEMENT CLEAN AND SEAL | SF | 2.00 |
| 5.A | LINTELS - PREPARE AND RESTORE - W/ EPOXY | SF | 2.50 |
| 5.B. | LINTELS - PREPARE AND RESTORE - W/ LATEX | SF | 2.00 |
| 5.C. | LINTELS - PREPARE AND RESTORE - W/ OIL | SF | 2.25 |
| 5.D. | LINTELS - PREPARE AND RESTORE - W/ PRIMER | SF | 1.75 |
| 6.A. | EXTERIOR COLUMNS - PREPARE & RESTORE - W/ EPOXY | SF | 2.50 |
| 6.B. | EXTERIOR COLUMNS - PREPARE & RESTORE - W/ LATEX | SF | 2.00 |
| 6.C. | EXTERIOR COLUMNS - PREPARE & RESTORE - W/ OIL | SF | 2.25 |
| 6.D. | EXTERIOR COLUMNS - PREPARE & RESTORE - W/ PRIMER | SF | 1.75 |
| 7.A. | EXTERIOR VERTICAL STUCCO/CMU SURFACE PAINTING/WATERPROOFING – W/ EPOXY | SF | 1.50 |
| 7.B | EXTERIOR VERTICAL STUCCO/CMU SURFACE PAINTING/WATERPROOFING – W/ LATEX | SF | .75 |

COMPANY NAME: All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting

"CITYWIDE PAINTING SERVICES – PRE-QUALIFIED POOL"

BID No.: 013-2511-19/IT

BID FORM (CONT'D.)

| ITEM | DESCRIPTION | UNIT OF MEASURE | UNIT | |
|-------|---|--------------------|------|--|
| 7.C. | EXTERIOR VERTICAL STUCCO/CMU SURFACE PAINTING/WATERPROOFING – W/ OIL | SF | .95 | |
| 7.D | EXTERIOR VERTICAL STUCCO/CMU SURFACE PAINTING/WATERPROOFING – W/ PRIMER | SF | .70 | |
| 8.A. | EXTERIOR PAINTING/WATERPROOFING METAL SURFACES – W/ EPOXY | SF | 1.50 | |
| 8.B. | EXTERIOR PAINTING/WATERPROOFING METAL SURFACES - W/ LATEX | SF | 1.25 | |
| 8.C. | EXTERIOR PAINTING/WATERPROOFING METAL SURFACES - W/ OIL | SF | 1.35 | |
| 8.D. | EXTERIOR PAINTING/WATERPROOFING METAL SURFACES - W/ PRIMER | SF | 1.00 | |
| 9.A. | EXTERIOR PAINTNG/WATERPROOFING WOOD SURFACES - W/ EPOXY | SF | 2.00 | |
| 9.B. | EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES - W/ LATEX | SF | 1.00 | |
| 9.C. | EXTERIOR PAINTING/WATERPROOFING WOOD SURFACES - W/ OIL | SF | 1.25 | |
| 9.D. | EXTERIOR PAINTNG/WATERPROOFING WOOD SURFACES - W/ PRIMER | SF | 1.00 | |
| 10. | EXTERIOR WINDOW JOINTS, FRAME TO GLASS OR FRAME TO STUCCO/CONCRETE | LF | 5.00 | |
| 11.A. | EXTERIOR PAINTING SURFACES W/ EPOXY | SF | 1.50 | |
| 11.B. | EXTERIOR PAINTING SURFACES W/ LATEX | SF | .75 | |
| 11.C. | EXTERIOR PAINTING SURFACES W/ OIL | SF | .95 | |
| 11.D. | EXTERIOR PAINTING SURFACES W/ PRIMER | SF | .70 | |
| 12.A. | INTERIOR PAINTING SURFACES W/ EPOXY | SF | 1.00 | |
| 12.B. | INTERIOR PAINTING SURFACES W/ LATEX | SF | .90 | |
| 12.C. | INTERIOR PAINTING SURFACES W/ OIL | SF | .95 | |
| 12.D. | INTERIOR PAINTING SURFACES W/ PRIMER | SF | .80 | |
| 13. | TUCK POINT MORTAR TO MATCH EXISTING BUILDING | LF | 4.75 | |
| 14. | STONE REPAIR | SF | 3.00 | |
| 15. | STONE SEALING | SF | 1.50 | |
| 16. | PAVER REPAIR | SF | 3.00 | |
| 17. | PAVER SEALING | SF | .75 | |
| 18. | CONTROL JOINTS | LF | 8.50 | |
| 19. | GENERAL CAULKING | LF | 3.00 | |

COMPANY NAME: All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting

"CITYWIDE PAINTING SERVICES – PRE-QUALIFIED POOL"

BID No.: 013-2511-19/IT

BID FORM (CONT'D.)

| ITEM | DESCRIPTION | UNIT OF MEASURE | UNIT |
|------|---|--------------------|-------|
| 20. | CONCRETE RESTORATION AND REPAIR | SF | 4.50 |
| 21. | CMU BLOCK RESTORATION AND REPAIR | SF | 4.00 |
| 22. | CLEAN, PRIME AND PREPARE FOR STUCCO SURFACING | SF | 1.50 |
| 23. | STUCCO SURFACING | SF | 3.00 |
| 24. | CLEAN, PRIME AND PREPARE FOR FIBERGLASS SURFACING | SF | 1.50 |
| 25. | FIBERGLASS/RESIN SURFACING | SF | 4.00 |
| 26. | CLEAN, PRIME AND PREPARE SURFACE FOR EPOXY SURFACE | SF | 1.50 |
| 27. | EPOXY SURFACING | SF | 5.00 |
| 28. | REBAR CLEAN. PRIME AND PREPARATION FOR CONCRETE RESTORATION | LF | 3.00 |
| 29. | EXTERIOR FINISH (THREE-COAT FLUOROPOLYMER) | LF | 15.00 |

^{*}Square/linear foot pricing for each substrate includes all surface preparation, equipment, labor, primer, materials, paint and supplies required to perform work.

Price for hourly rates for miscellaneous work not quoted above:

| DESCRIPTION | STANDARD HOURLY RATE | OVERTIME HOURLY RATE | EMERGENCY HOURLY RATE |
|---------------------------------|-------------------------|-------------------------|--------------------------|
| Project Manager / Supervisor | \$47.50 | 71.25 | 57.50 |
| Painter | \$37.50 | 56.25 | 47.50 |
| Helper | \$27,50 | 41.25 | 37.50 |
| Other | n/a | n/a | n/a |

Standard Hourly Rates: Monday thru Friday - 7AM - 4PM

Overtime Rates: Monday thru Friday – 4PM – 7PM (Must be approved by City at least 3

hours in advance.)

Emergency - Emergency is defined as service within one business day from request.

Hourly Rates shall not include travel time to job site. The City will not pay for travel time. The hourly rates quoted shall include full compensation for labor, equipment use, and any other costs to the bidder (including paint).

| Vendor Fixed Markup for | Equipment Rental: | 10 | % |
|-------------------------------|---|----|---|
| t attact t made trialities to | and of marks and the state of section and | | |

(Mark-up shall be applied to vendor's actual incurred costs for rental.

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

"CITYWIDE PAINTING SERVICES -PRE-QUALIFIED POOL"

BID No.: 013-2511-19/IT

BID FORM (CONT'D.)

| All Counties Painting, LLC | | Sa 1, | alis | |
|----------------------------|------------------------------|----------|---------------------------|---|
| COMPANY NAME | SIGN | NATURE O | F AUTHORIZED OFFICIAL | |
| George A. Terwilliger | and the second second second | (954) | 445-8033 | |
| PRINTED NAME OF AUTHO | RIZED OFFICIAL | TELEPH | IONE NUMBER | |
| Vice President | (954) 382 | -9267 | h2opressure@bellsouth.net | |
| TITLE | FAX NUMBI | FR | E-MAIL ADDRESS | Т |

WORK HISTORY

Provide contracts for painting and waterproofing services that your firm has completed in the past three (3) years showing a minimum of \$300,000 per year.

CALENDAR YEAR 2016

| GENERAL DESCRIPTION OF WORK PERFORMED AS PRIME CONTRACTOR | VALUE OF WORK PERFORMED | DATE COMPLETED | NAME AND ADDRESS OF PROJECT OWNER | PHONE NUMBER OF PROJECT OWNER |
|--|-------------------------------|-------------------|---|----------------------------------|
| Paint Exterior of Shopping Center | \$85,000.00 | 8/22/16 | Erica Toda Tower Shops 1972 S. University Dr. Davie, FL 33324 | 954-627-9384 |
| Painting Exterior of 12 Bldgs & Pool house | \$86,436 | 6/29/16 | Nancy Fishner Benchmark- Westree 7932 Wiles Rd. Coral Springs, FL 33067 | 954-987-2121 |
| Painting of Underground Utilities bldg | \$9,200.00 | 9/28/16 | April Allen City of Hollywood 1715 N. 21st Ave Hollywood, FL 33021 | 954-240-0055 |
| Interior Painting of remodeled units | \$52,035.00 | 12/9/16 | Paul Balladarsch John Knox Village 651 SW 6 St. Pompano Beach, FL 33060 | 954-783-4018 |
| Paint Club House & Front Entrance | \$48,200.00 | 7/27/16 | Juliana Duque Lake by the Bay South 21864 SW 93 Path Cutler Bay, FL 33190 | 786-242-5655 |
| Exterior Painting 3 Bldgs | \$11,875.00 | 6/24/16 | Humberto Rodriguez State of Florida Dept. of Transportation 5548 NW 9 Ave Ft Lauderdale, FL 33309 | 954-547-4102 |
| Paint The Oaks Office Center Exterior | \$12,250.00 | 8/1/16 | Todd Miller Todd Miller Realty 7777 Davie Rd. Ext. Ste. 3028 Hollywood, FL 33024 | 954-349-9409 |
| Total Amount for this Calendar Year must be greater than \$300,000 | \$_304 ₃ 996.00 | | | |

WORK HISTORY

Provide contracts for painting and waterproofing services that your firm has completed in the past three (3) years showing a minimum of \$300,000 per year.

CALENDAR YEAR 2017

| GENERAL DESCRIPTION OF WORK PERFORMED AS PRIME CONTRACTOR | VALUE OF WORK PERFORMED | DATE COMPLETED | NAME AND ADDRESS OF PROJECT OWNER | PHONE NUMBER OF PROJECT OWNER |
|--|-------------------------------|-------------------|--|----------------------------------|
| Paint Exterior of Medical Mall | \$79,800.00 | 5/24/17 | Carl Randolph Aurum Prop. Partners 4850 W. Oakland Park Blvd. Lauderdale Lakes, FL 33313 | 954-739-2300 |
| Paint Exterior of Airport Center Warehouse | \$49,950.00 | 11/1/17 | Karen Derilly The Cornfeld Group 3850 Hollywood Blvd, Ste 400 Hollywood, FL. 33021 | 954 989-2200 |
| Paint Exterior of Turnpike Distribution Center | \$88,250.00 | 11/17/17 | Kevin Ault Liberty Prop. Trust 750 park of commerce blvd Ste. 110 Boca Raton, fl 33487 | 561-981-4870 |
| Paint Exterior Walls and Columns, Towers, & Monuments in Community | \$50,870.00 | 11/3/17 | Maria Mihailoschi Monterra CDD 8451 Monterra Blvd. Cooper City, fl 33024 | 954-374-9936 |
| Paint Exterior of Plaza America Shopping Center | \$21,425.00 | 10/16/17 | Ana Jo Plaza America 825 SW 62 Ave Miami, FL 33144 | 305-495-8111 |
| Paint Plantation Marketplace Parking lot area | \$10,070.00 | 8/19/17 | Dagmar Rivera Stiles Prop. Mgmt. 301 E. Las Olas Blyd Ft. Lauderdale, FL | 954-627-9387 |
| Total Amount for this Calendar Year must be greater than \$300,000 | \$_300,365.00 | | | |

WORK HISTORY

Provide contracts for painting and waterproofing services that your firm has completed in the past three (3) years showing a minimum of \$300,000 per year.

CALENDAR YEAR 2018

| GENERAL DESCRIPTION OF WORK PERFORMED | VALUE OF WORK | DATE | NAME AND ADDRESS OF | PHONE NUMBER OF PROJECT OWNER |
|---|------------------|------------|---|----------------------------------|
| AS PRIME CONTRACTOR | PERFORMED | OOM! EETED | PROJECT | T NOSEGT OWNER |
| Tilt wall joint expansion , Interior & Exterior Painting of 5 Charter Schools | \$165,879 | On going | Giraldo Hernandez City of Pembroke Pines 8300 S. Palm Dr. Pembroke Pines, FL 33025 | 954 518-9107 |
| Interior & Exterior Painting | \$45,120.00 | 8/3/18 | Daniel Callaghan Charger Construction 1819 SE 17 St. Ft. Lauderdale, FL | 561-633-9891 |
| Paint Exterior of Oasis Club House using Electrostatic paint | \$18,350.00 | 2/15/18 | Juliana Duque East Homestead CDD 171 NE 30 RD Homestead, FL 33033 | 786-344-9352 |
| Paint bldg Exterior including Metal roof Pressure wash & Seal | \$12,520.00 | 12/14/18 | Penny Murphy Maring Bookkeeping 5795 Orange Dr. Davie FL. 33314 | 954-792-5075 |
| Paint Exterior of Okeechobee Correctional | \$21,125.00 | 8/30/18 | Bryan Strahan Metalmax Steel Bldgs. P.O. Box 465 Ruskin, FL 33570 | 813-409-0148 |
| Paint Exterior of the Aquatic & Fitness Center | \$11,575.00 | 11/2/18 | Rebecca Moreau Town of Davie 6591 Orange Dr. Davie, Fl. 33314 | 954-797-1015 |
| Paint Exterior of Bldgs | \$26,900.00 | 2/14/18 | Glenn Rudman Amalfi Commerce Park 11975-65 SW 142 Terr. Miami, FL 33186 | 305-498-1137 |
| Total Amount for this Calendar Year must be greater than \$300,000 | \$_301,469.00 | | | |

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

| State of Florida |
|---|
| County of Broward |
| George Attenuillager being first duly sworn, deposes and says that: |
| 1) He is V. President of People's Chance Tressure Cleaning: Painte (Name of Corporation or Firm). the bidder that has submitted the attached bid: |
| He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid; |
| 3) Said bid is genuine and is not a collusive or sham bid; |
| 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and |
| 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. |
| (Signed) Da Teux Olice |
| - 1-3 |
| Subscribed and sworn to before me (Title) V- tresident |
| This 1216 day of 1001/ 2019 |
| Missing State No. 10 C. OFENLOCH |
| My commission Expires 3144 au 3019 |

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

| STATE OF FLORIDA |) | |
|---|---------------------|--|
| COUNTY OF PALM BEA | : SS | |
| be paid to any employee | s of the City of Bo | ose and say that no portion of the sum herein bid will oynton Beach as a commission, kickback, reward of ber of my firm or by an officer of the corporation. |
| | | By: Sta Tomblight NAME - SIGNATURE |
| Swom and subscribed be this 12.46 day of | / | |
| | | Printed Information: |
| | | George A. Terwilliger |
| 60 ~1 | | V. President |
| MOTARY PUBLIC, State at Large AN TE C. OFENLOCH | of Florida | All Courties Painting, LC dba Paple's Choice Pressure Cheaning Painting |
| NOTALY PULL C. No. 30-4712267. Commission Expires 31 W. 3 | 2019 | COMPANY |
| | | |

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

| s your cor | our company a Minority Owned Business? | | X |
|-------------|---|--------------------------|----------------|
| | | Yes | No |
| f Yes, plea | ase indicate by an "X" in the appropriate | e box: | |
| () | AMERICAN INDIAN | | |
| () | ASIAN | | |
| () |) BLACK | | |
| () |) HISPANIC | | |
| () |) WOMEN | | |
| (| | | |
| (|) NOT APPLICABLE (spec | ify) | |
| Do you po | ssess a Certification qualifying your bu | siness as a Minority O | wned Business? |
| | | YES _ | NO |
| If YES, Na | ame the Organization from which this co | ertification was obtaine | d and date: |
| Issuing Or | ganization for Certification | | |
| Date of Ce | ertification | | |

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy
 of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and
 employee assistance programs, and the penalties that may be imposed upon employees for
 drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Yendor's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

| George A. Terwilliger CONTRACTOR NAME | |
|---------------------------------------|--|
| CONTRACTOR NAME | |
| By Gaten age | |
| Title: Vice President | |
| Date: 4/18/2019 | |

CITY OF BOYNTON BEACH LOCAL BUSINESS STATUS CERTIFICATION

| George A. Terwilliger | _, the Vice Pre | sident | | of |
|---|------------------------------------|-------------------------|---------------------|-----------------------------|
| (Name of officer of company) | (Title of o | | company |) |
| All Counties Painting, LLC. | , located at 4341 | SW 73 T | err., Dav | ie, FL 33314, |
| (Name of Corporation/Company) | (E | Business | Address) | |
| Certify that I am an authorized repre | sentative of the t | usiness | and, on b | ehalf of the |
| Business, request that it be deemed | to be a local bus | iness for | purposes | s of the City of |
| Boynton Beach Local Preference Pr | ogram. Answerin | g yes to | Question | 1 and Question 2 |
| below will qualify the business as a | local business. Ir | support | of this re | quest, I certify the |
| following to be true and correct: | | | | |
| NAME OF BUSINESS: All Counties | Painting, LLC dba | People's (| Choice Pre | essure Cleaning & Painting |
| 1. Is the business located within | n the City limits | YES | NO | Number of Years: |
| of Boynton Beach, Florida? | | | × | |
| Does the business have a receipt issued in the current | | YES | NO | Business License Number: |
| | | X | | |
| Is the business registered of Division of Corporations? | with the Florida | YES | NO | |
| I understand that misrepresentation for removal from the certified local notify the City in writing should it cer Print Name: George A. Terwillige | business list. I ase to qualify as | also agre a local bu | e that thus siness. | |
| 2010-0-000-0-000-0-0-0-0-0-0-0-0-0-0-0-0 | | | | mary C |
| ***FOR | R PURCHASING | USE ON | LYXXX | |
| Business License Year Es | stablished: | | | Active: |
| Verified by: | | | Date: | |



CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

| I, Ge | eorge A. Terwilliger | , on behalf of | All Counties Painting, LLC | certify |
|-------|----------------------------|----------------|----------------------------|---------|
| | Print Name and Title | | Company Name | |
| that | All Counties Painting, LLC | do | es not: | |

Company Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

 Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted

a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

| All Counties Painting, LLC. | All Temblest |
|-----------------------------|----------------|
| COMPANY NAME | SIGNATURE |
| George A. Terwilliger | Vice President |
| PRINT NAME | TITLE |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MINITO/YYYY) 04/12/2019

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.

PHONE JAC No. Eath (954) 989-9324 E-HAIL ADDRESS: ytyson@bialzeandtyson.com Blaize and Tyson Insurances 5955 SW 21st Street NAICE INSURER(S) AFFORDING COVERAGE INSURER A : CAPITOL SPECIALTY INSURANCE West Park FL 33023 INSURED INSURER B : All Counties Painting Dba Peoples Choice Pressure Cleaning & ; INSURER C: 4341 SW 73 Ter INSURER D INSURER E FL 33314-Davie INSURER F CERTIFICATE NUMBER: COVERAGES 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. NSO WAS TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH COCLIRIENCE CLAMS-MADE X OCCUR 100,000 PREMISES (Its occurrence) Blanket Additional Insured s 5,000 MED EXP (Any one person) Primary and Non Contributory 02/10/2019 02/10/2020 1,000,000 CS02482139-04 PERSONAL & ADV INJURY GENT AGGREGATE LIMIT APPLIES PER 2,000,000 GENERAL AGGREGATE 2,000,000 POLICY X PRO-PRODUCTS - COMPIOP AGO \$ OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 5 ANY AUTO BODILY INJURY (Per person) 5 OWNED AUTOS ONLY BODILY INJURY (Per accident) AUTOS NON-GWNED OPERTY DAMAGE HIRED AUTOS ONLY 3 AUTOS ONLY 3. UMBRELLA LIAS EACH OCCURRENCE COCUR **EXCESS UAB** AGGREGATE CLAIMS-MADE RETENTIONS WORKERS COMPENSATION STATLITE AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTMER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT NIA E . DISEASE - EA EMPLOYER S (Wandstory in NH) fiyes, describe under DESCRIPTION OF OPERATIONS below EL DISEASII - POUCY LIMIT DESCRIPTION OF OPERATIONS | LOCATIONS | VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

BOYNTON BEACH

FL 33425

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MINIODITYYYY) 04/15/2019

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 have ADDITIONAL INSURED provisions or be endorsed.

| thi | SUBROGATION IS WAIVED, subject is certificate does not confer rights to | | | such end | lorsement(s). | | | | | |
|-------|--|--------------------------|---|---|--|------------------------|--|--------|------------|--|
| | NUCER | Na Section 14 | 85. | NAME: PHONE | | 77.57.0.77 | FAX | DEA C | 14 7045 | |
| ola | teFarm Alan Edwards Insurance | 1000 | 10. | PHONE (AC, No. 5xt): 954-434-8255 (AC, No.): 954-434-2615 | | | | | | |
| g | 4705 SW 148th Ave. Ste | 103 | | ADORE | \$5: | | | _ | | |
| | Davie, FL 33330 | | | INSURER(S) AFFORDING COVERAGE | | | | | | |
| | | | | INSURER A : State Farm Mutual Automobile Insurance Company 25 | | | | | | |
| MSW | REO | | | INSURE | RB: State Fa | rm Fire and C | Casualty Company | -111 | 25143 | |
| | PEOPLES CHOICE PRESSU | IRE CLEA | NING INC & | INSURE | RC: | | | | | |
| | Steven Landis | | | INSURE | RD: | | | | | |
| | 4341 SW 73RD TER | | | INCURE | RE: | | | | | |
| | DAVIE, FL 33314-3030 | | | INSURE | RF: | | | | | |
| | The state of the s | A SECURE OF THE PARTY OF | NUMBER: | | | The second second | REVISION NUMBER: | - | | |
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| | AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE | 12055 | | | 1 | | EL EACH ACCIDENT | 5 | | |
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| CE | RTIFICATE HOLDER | | | CAN | CELLATION | | | | | |
| | City of Boynton Beach | 101 | | TH | E EXPIRATIO | N DATE TH | DESCRIBED POLICIES BE HEREOF, NOTICE WILL CY PROVISIONS. | | | |
| | 3301 Quantum Blvd., Suite 1 | 101 | | AUTH | ORIZED REPRESI | ENTATIVE | 1 PC | / | 1 | |
| | Boynton Beach, FL 33426 | | | | | 1 | for B Eli | vai | ah | |



CERTIFICATE OF LIABILITY INSURANCE

4/12/2019

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(les) must have ADDITIONAL INSURED provisions or 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).

| PROD | certificate does not confer rights to | the certif | icate holder in lieu of s | CONTACT RANGE | | RA SABOTI | Ch. | _ | | | |
|------|--|-------------|--|--|--------------------------------------|---------------------------------------|--|------------------------------------|--------------|--|--|
| | D INSURANCE PLUS INC DBA ALL II | U ONE INC | IDANICE | PARE 1352) 674-9015 IAC NO. | | | | | | | |
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| 320 | TOO LINE TENEZ | | | ADDRESS: BUT DO THE MEDICAL PROPERTY OF THE PR | | | | | NAIC # | | |
| LAD | LAKE | | FL 32159 | INSURER A : FWCJUA | | | | | | | |
| NSUR | | | | INSURER | | | | | The state of | | |
| PEC | PLE 'S CHOICE PRESSURE CLEAN | NG INC & | | BASIRER C: | | | | | | | |
| 434 | SW 73RD TERRACE | | | INSURER D : | | | | | | | |
| DAY | IE | | FL 33314 | MSURER 5 : | | | | | | | |
| FEI | £ 650959200 | | | INSURER | | | | | | | |
| COV | ERAGES CER | TIFICATE | NUMBER: 190412000 | 37 | . rusmenus- | inches of | REVISION NUMBER: | 1-1-1/2 | | | |
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| MSR | TYPE OF INSURANCE | INSD WATE | PÓLICY MUMBER | | POLICY EFF | MANUTO YYYYY | LIMIT | 8 | | | |
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| | Laborette | | | | | | | 37 | | | |
| | EXCESS UAB CO ABUS MADE | | | - 1 | | | EACH OCCURRENCE | 1 | | | |
| | CONTRACT | 4 | | | | | AGGREGATE | 5 | | | |
| | WORKERS COMPENSATION | - | | | | | X SPRINTE SP | φ. | | | |
| | AND EMPLOYERS LIABILITY ANY PROPRIETORIPARTHER/EXECUTIVE | | | | | | EL BACH ACCEENT | * 10 | 00.000.00 | | |
| A | OFFICERATIONS EXCLUSED? (Mandatory in MH) | A3B | 0G282877 | | 7/30/2018 | 7/30/2019 | E.L. DISEASE - TA EMPLOYEE | 7.0 | 00,000.00 | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | 3 | EL DISEASE - POLICY LIMIT | The Real Property lies, the Parket | 00,000,00 | | |
| | Department of the District Country of Countr | | | | | | The state of the s | - | | | |
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| DES | REPTION OF OPERATIONS / LOCATIONS / VEHI | CLES (ACORE | 181, Additional Remarks Sch | vodule, may b | e attached if mo | re space is requ | (teni | - | | | |
| | | | | | | | | | | | |
| - | RTIFICATE HOLDER | | | CANC | ELLATION | | | | | | |
| 6 | ity of Boynton Beach | | | | | | DESCRIBED POLICIES BE | | | | |
| 6.0 | 301 Quantum Boulevard | | | | | | HEREOF, NOTICE WILL | BE D | ELIVERED IN | | |
| 40 | uite 101 | | | ACC | AURUANUE W | IN THE POL | ICY PROVISIONS. | | | | |
| 4 | oynlon Beach | F | L 33426 | AUTHO | RIZZEO REPRESI | ENTATIVE | 11 | J | | | |
| | | | | | | 5 | Thomas Of rela | 1000 | | | |
| 1.0 | hone Number: (561) 742-6322 | | | | | - | NAMES 24 ARISY | MO! | | | |

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA:

Business Name: ALL COUNTIES PAINTING LLC

Receipt #: 184-241175 PAINTING/SEALCOAT/CONTRACTOR

Business Type:

Owner Name: GEORGE TERNILLIGER

Business Location: 4341 SW 73 TER

DAVIE

Business Opened:05/11/2011 State/County/Cert/Reg:11-P-16356-X

Exemption Code:

Business Phone:

Rooms

Seats

Employees 6

Machines

Professionals

| 11 | | For | Vending Business Only | to appropriate states | | | | |
|------------|------------------|---------|-----------------------|-----------------------|-----------------|------------|--|--|
| | Number of Machin | ies: | Vending Type: | | | | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Callection Cost | Total Paid | | |
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 | | |

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that It is in compliance with State or local laws and regulations.

Mailing Address:

GEORGE TERWILLIGER 4341 SW 73 TER DAVIE, FL 33314

Receipt #1CP-17-00020604 Paid 08/24/2018 27.00

2018 - 2019

Form W=9 (Neverticer 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

> Go to www.irs.gov/FormW9 for instructions and the latest information.

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

| | 1 Name (as shown on your income tax return), Name is required on this line; do ALL COUNTIES PAINTING, LLC | not leave this line blank. | | | | | | | | - |
|---|--|--|---|----------|----------|-----------|-----------------------|----------------------|--------|-------------------|
| | 2 Business name/disregarded writty name, if different from above dba/PEOPLE'S CHOICE PRESSURE CLEAR | VING & PAINT | ING | | | | | | | |
| age 3. | 3 Check appropriate box for federal tax classification of the person whose name following seven boxes. | 500 | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | | | | | | |
| a on | ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-mamber U.C | nt/eet | title | | | 11.55 (2) | | | | |
| type | Limited flability company. Enter the tax describation (C=C coxposation, S= | | | Extern | pt payes | 0008 (E | any; | | | |
| Print or type. Specific Instructions on page | Note: Check the appropriate box in the line above for the tex classification. LLC if the U.C is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax puts disregarded from the owner should check the appropriate box for the to | of the single-member or on the owner unless the o money. Otherwise, a sing | wher. Oo swher of t | Date 6 F | City. | | ption fro (if any) | m FATC | A repo | orting |
| 90 | Other (see instructions) > | | Vitori - | | | Master | /o eggound | s constraint in pr | outsid | Peusi |
| 65 | Address (number, street, and apt, or suite no.) See instructions. 4341 SW 73RD TERRACE | | Reques | ter's r | петте аг | nd add | dress (op | tional) | | _ |
| 8 | 8 City, state, and ZIP code | | | | | | | | | |
| | DAVIE, FL 33314 | | | | | | | | | |
| | 7 List account number(s) here (optional) | | - | _ | | | - | - | _ | |
| | | | | | | | | | | |
| Pa | Taxpayer Identification Number (TIM) | | _ | _ | _ | - | _ | _ | | |
| Enter | your TIN in the appropriate box. The TIN provided must match the name | ne given on line 1 to av | roid | Soc | iel sec | arity t | tumber | | | |
| packi | up withholding. For Individuals, this is generally your social security nur ent allen, sole proprietor, or disregarded entity, see the instructions for | nber (SSN). However, f | or a | | | | | | | |
| entitie | es, it is your employer identification number (EIN). If you do not have a r | turnber, see Haw to ge | et a | | | _ | | | | |
| TIW, I | | 100 | 0.0286 | or | alauma i | danill | ela nella m | olumba. | _ | _ |
| Num | t if the account is in more than one name, see the instructions for line 1 ber To Give the Requester for guidelines on whose number to enter. | . Also see What Name | and | Em | proyer | dene | fleation | unitabel | - | 1 |
| | | | | 2 | 7 . | -3 | 4 8 | 2 8 | 1 7 | 7 |
| Par | Certification | | | 1 | | 1 | - | 1 | _ | |
| Unde | er penalties of perjury, I certify that: | | | | _ | | | | - | |
| 2.1 a | e number shown on this form is my correct taxpayer identification num in not subject to backup withholding because: (a) I am exempt from ba arvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and | ckup withholding, or (b | event I (c | not b | n nasc | otified | d by the | Interne | al Rev | vanue hat I am |
| | m a U.S. citizen or other U.S. person (defined below); and | | | | | | | | | |
| | e FATCA code(s) entered on this form (if any) indicating that I am exem | pt from FATCA reporting | ng is cor | TOCE. | | | | | | |
| you n | fication instructions. You must cross out item 2 above if you have been n wive failed to report all interest and dividends on your tax return. For real as sition or abandonment of secured property, cancellation of debt, contribut than interest and dividends, you are not required to sign the certification, it | itate transactions, item (ions to an individual reti | 2 does n rement a | ot ap | ply. Fo | (IRA) | tgage in and de | terest p narally. | eid, | nents |
| Bigi | | | 280727 | (a)n | 10/20 | 10 | | | | |
| ridi | 8 U.S. person P | The Control of the Co | Dets ► | 4/1 | 18/20 | 19 | _ | | _ | |
| | eneral Instructions | Form 1089-DIV (d funds) | lividend | s, inc | luding | those | e from s | tocks o | or mu | tual |
| note | | Form 1099-MISC proceeds) | (various | type | es of In | dome | a, prizas | , awer | da, or | gross |
| relat | tre developments. For the letest information about developments and to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9. | Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) | | | | | | | | |
| Dec | rpose of Form | Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) | | | | | | | | |
| An ir | ndividual or entity (Form W-9 requester) who is required to file an | | | | | | | | | |
| Iden | mation return with the IRS must obtain your correct texpayer tification number (TIN) which may be your social security number \$\(\), individual taxpayer identification number (TIN), adoption | Form 1099-C (canceled debt) Form 1099-A (sequisition or abandonment of secured property) | | | | | | ٨ | | |
| (EIN | eyer identification number (ATIN), or employer identification number), to report on an information return the amount peld to you, or other | Use Form W-9 or alien), to provide yo | nly If you | are | a U.S. | | | | | 31/7 |
| retur | unt reportable on an information refum. Examples of information rns include, but are not limited to, the following. rm 1099-INT (Interest semed or paid) | If you do not retu be subject to back later. | m Form | W-9 | to the | | | | | |





CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this COUNTY card IMMEDIATELY upon receipt! You F L O R I D A should carry this card with you at all times.

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

> TERWILLIGER, GEORGE A 1430 MARSEILLES DR MIAMI BEACH FL 33141

BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

PAINTING INTERIOR AND EXTERIOR CC# 11-P-16356-X TERWILLIGER, GEORGE A - QUALIFYING ALL COUNTIES PAINTING LLC dba People's Choice Pressure Cleaning & Painting 4341 SW 73 TERR DANIA BEACH FL 33314

EXPIRES 08/31/2019