Issuing Organization Owner Organization Solicitation Type Solicitation Number Title Source ID	0000391237 Dallas County IFB - Invitation for Bid (Formal) 2025-052-7077 Purchase of Paint and Paint Products PU.AG.USA.2438.C18536576 No
Details Location Purchase Type Description	Dallas County, Texas Duration:5 years The intent of this Invitation for Bid (IFB) is to establish a non-exclusive contract for the Purchase of Paint Products and Supplies to be purchased on an as needed/as requested basis for a five-year contract term, with no renewal option, in accordance with the requirements described herein. This will include, but not limited to, paint and other organic coating materials such as fillers, primers, sealers, emulsions, enamels and other materials whether used as primer, intermediate or finish coats. Also, included in this solicitation are thinners and solvents and application materials including, but not limited to brushes, rollers, and related hardware and accessories and supplies.
Dates Publication Question Acceptance Deadline Questions are submitted online Closing Date	
Prebid Conference Contact Information Rosa Golden 214-653-2875 rosa.golden@dallascounty.org	07/14/2025 08:00 AM CDT

Buyer Preferences, Guidelines & Requirements

Participation Requirements

- Small Business Participation

General Requirements

- FOB Destination
- Insurance Required
- Local Service Required

Award Requirements

- All or None Award

- Reserve Rights to Award by Line Item

Pre-Bidding Events

e Blading Evente	
Event Type	Prebid Conference
Attendance	Recommended
Event date	07/14/2025 08:00 AM CDT
Location	Virtual via Microsoft Teams

Event Note

Microsoft Teams

To Join the meeting COPY address below and PASTE INTO YOUR BROWER

https://gcc02.safelinks.protection.outlook.com/ap/t-59584e83/?url=https%3A%2F%2Fteams.microsoft.com%2FI%2Fmeetup-join%2F19%253ameeting_NjQ4YmIzMGItMzIxMi00NTU4LWI5MDgtNzg4YjNh 0TIIMTJm%2540thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253 a%252251adcfad-72f1-479c-b28f-52412e04014b%2522%252c%2522Oid%2522%253a%25226f7e6e0d-1f84-43a8-a037c8b93e424cb8%2522%257d&data=05%7C02%7CRosa.Golden%40dallascoun ty.org%7C5ed0fb67e9384b76faf608ddb4e24f6f%7C51adcfad72f1479cb28f524 12e04014b%7C0%7C0%7C638865606278741711%7CUnknown%7CTWFpbG Zsb3d8eyJFbXB0eU1hcGkiOnRydWUsIIYiOilwLjAuMDAwMCIsIIAiOiJXaW42M ilslkFOljoiTWFpbClsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=2BPOHB YcbGli1a%2B0l8zG%2Bx4lcRA1d4Lzoj6YmBYJuHQ%3D&reserved=0 Meeting ID: 248 463 258 826 2 Passcode: fE7iw7sP **Dial in by phone** +1 469-208-1731,,911951557# United States, Carrollton

Phone conference ID: 911 951 557#

Bid Submission Process

Bid Submission Type Pricing Pricing

Bid Documents List

Electronic or Physical Bid Submission In attached document In attached document

Item Name	Description	Mandatory	Limited to 1 file
Bid Sheet	Completed Bid Sheet Excel	Yes	No
SBE Documentation- Attachment S	Completed Small Business Enterprise (SBE) Forms (mandatory must be submitted with bid)	Yes	No
2025 W-9	2025 W-9	Yes	No

Additional Bidding Instructions

MUST BID ON ALL FIVE YEARS AND ALL ITEMS WITHIN A GROUP TO BE CONSIDERED FOR AWARD.

Documents

Additional Pricing Information MUST BID ON ALL FIVE YEARS AND ALL ITEMS WITHIN A GROUP TO BE CONSIDERED FOR AWARD.

Documents

Document	Size	Uploaded Date	Language
Dallas County Terms and Conditions [pdf]	342 Kb	12/20/2024 02:00 PM CST	English
SBE Forms [pdf]	536 Kb	12/19/2024 11:15 AM CST	English
IFB Document [pdf]	341 Kb	07/03/2025 09:31 AM CDT	English
Bid Sheet [xlsx]	63 Kb	07/03/2025 02:15 PM CDT	English

Categories Selected Categories

NIGP Categories (3)	
635	PAINTING EQUIPMENT AND ACCESSORIES
63500	PAINTING EQUIPMENT AND ACCESSORIES
630	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS
63000	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS
631	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY
63100	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY

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Courtesy Email Sent using email addresses

bids@ppg.com

DALLAS COUNTY STANDARD TERMS AND CONDITIONS

By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges – wages, salaries, taxes including payroll taxes, benefits, insurance, overhead, fees, permits, licenses, fees, labor, personnel, service, supervision, documentation, administration, training, implementation, materials, supplies, delivery, transportation, shipping, freight, fuel surcharges, mileages, parking, tolls, travel time, and all other associated cost direct and indirect including incidentals necessary to provide the goods and services outlined in this solicitation specified or implied are to be included in bid proposal cost. Services and Inside Delivery will be F.O.B.: Dallas County as indicated on each individual purchase order.

2. <u>TEXAS GOVERNMENT CODE CHAPTER 2271 VERIFICATION – BOYCOTT</u> <u>ISRAEL</u>

Effective September 1, 2017, the State of Texas requires all governmental entity, state agency or political subdivision (which includes counties) to obtain written verification from the Company that their Company does NOT boycott Israel and will not boycott Israel during the life of this contract, agreement or purchase order (hereafter referred to as "Contract"). By accepting this Contract, the Company (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended." The County cannot execute a contract for goods and services without this declaration. Please refer to Texas Government Code, Subtitle F, Title 10, Government Code Chapter 2270.

(a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

3. <u>CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) FORM</u>

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Contractor shall complete and file the Conflict of Interest Questionnaire with the Dallas County Clerk at 1201 Elm Street, 21st Floor, Dallas, Texas 75270.

4. <u>CERTIFICATE OF INTERESTED PARTIES FORM 1295</u>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form1295 for submission with a signed contract, please go to the following website: <u>https://www.ethics.state.tx.us/tec/1295-Info.htm</u>

Instructional Videos for Business Entities on how to file online can be found at <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

The identification number (section 3 of the form) to be used on the 1295 for this procurement is the IFB solicitation number.

5. <u>TITLE VI ASSURANCES/COMPLIANCE POLICY</u>

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

6. <u>TEXAS GOVERNMENT CODE CHAPTER 2252 ATTESTATION</u>

By entering into this Contract, Contractor attests that Contractor is not a company that is identified on a list prepared and maintained by the Texas State Comptroller under Section 2252.153, Tex. Gov't Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State.

7. **PRE-AWARD SURVEY**

After bid opening and before award, County may perform a pre-award survey of the bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection of his or her facilities.

- 8. After bid opening and before award Dallas County reserves the right to request the bidder to provide, but not necessarily limited to, the following forms:
 - a. Texas Government Code Chapter 2270 Verification Form
 - b. Texas Government Code Chapter 2252 Certification Form
 - c. 1295 Form
 - d. W-9 Form
- 9. The bid award shall be based on, but not necessarily limited to, the following factors:
 - e. Unit Price
 - f. Total Bid Price
 - g. Delivery Date
 - h. Results of Testing Samples
 - i. Special Needs and Requirements of Dallas County
 - j. Dallas County's Experience with Products Bid
 - k. Vendor's Past Performance Record with Dallas County
 - 1. Dallas County's Evaluation of Vendor's Ability
 - m. Estimated Costs for Supplies, Maintenance, etc.
 - n. Estimated Surplus Value
 - o. Small Business Enterprise completed forms
 - p. Dallas County reserves the right to award to a primary and secondary vendor(s).

Dallas County shall award this contract to the responsive bidder(s) offering the lowest and best bid in accordance to Local Government Code 262.021(5-a) who comply with all of the requirements, terms and conditions prescribed herein. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by item by item basis, award by types, award by sections, or lump sum total, and waive any immaterial deviations in the bid as may be considered in the best interest of the County.

10. **INVOICING/BILLING**

Invoices will be submitted to the Dallas County Auditor's Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse the Dallas County for any monies paid to Contractor for goods or services not provided or when goods/services provided do

not meet the contract agreement or solicitation requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate/applicable attachments and documentation, as required by the County for all goods, services, and work performed **following acceptance of goods, services or work by the County**.

At minimum, the original invoices submitted against the IFB, must reference all of the following information:

- a. Contractor/Vendor Name
- b. Contractor/Vendor Address
- c. Contractor/Vendor Contact Information
- d. Contractor/Vendor Telephone Number and Fax Number
- e. Contractor/Vendor Remittance to Address
- f. Invoice Date
- g. Invoice Number (uniquely numbered, no duplicates)
- h. Valid Dallas County Purchase Order Number must appear on all itemized invoices and packing slips
- i. Solicitation Number
- j. Date of Services or Date Purchase
- k. Description of Services and Goods
- 1. Cost of Services and Goods

Invoices and support documentation are to be sent to:

Original Invoice:	Dallas County Auditor's Office
	Attn: Accounts Payable
	500 Elm Street, Suite 4200
	Dallas, TX 75202
	214.653.6478
	Accounts.Payable@dallascounty.org

Copy of invoice(s) shall be sent to: REQUESTING USER DEPARTMENT NAME AND ADDRESS INDICATED ON THE PURCHASE ORDER

All invoices must reference a Dallas County Purchase Order Number

Payment will be made upon receipt and acceptance by the County of completed services, goods and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government

Code, Chapter 2251. The County will incur no penalty for late payment if payment is made within thirty (30) or fewer days from the statement if there is an uncontested billing. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid for correction.

- 11. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
 - (a) Name and address of vendor
 - (b) Name and address of receiving department
 - (c) Dallas County Purchase Order number and
 - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.

12. ACH ELECTRONIC PAYMENTS

ACH Electronic Payments

Dallas County offers ACH vendor and supplier payment services for all vendors and suppliers providing goods, services or products to Dallas County.

Dallas County is moving away from making payments by paper checks and we are strongly encouraging vendors and suppliers to `accept electronic payments. Below is the option that is currently available in lieu of a paper check. Dallas County has chosen the Paymode-X ACH payment service through Bank of America for this efficient form of payment.

There is no cost or fee to the vendor or supplier of any kind resulting from the acceptance of an ACH payment from Dallas County via PaymodeX. This allows Dallas County to directly deposit invoice payments into the vendor's bank account along with complete remittance information that can be accessed at any time.

For more information regarding Paymode-X, please visit our website at: <u>http://portal.paymode.com/dallascounty/</u> or call customer service @ 877.443.6944 or contract the Dallas County Auditor's Office – Account Payable Division at 214.653.6473.

- 13. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
- 14. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically

perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design.

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

- 15. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
- 16. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
- 17. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or the State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 18. The Contractor shall obtain from the appropriate City, Dallas County or the State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
- 19. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.
- 20. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.

Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.

21. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered

as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 22. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
- 23. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

24. Scanned or Re-typed Response:

If in its response, bidder/offeror either electronically scans, re-types, or in some way reproduces the County's published bid or proposal specifications, then in the event of any conflict between the terms and provisions of the County's published bid or proposal specifications, or any portion thereof, and the terms and provisions of the response made by bidder/offeror, the County's bid or proposal specifications as published shall control.

Furthermore, if an alteration of any kind to the County's published bid or proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

- 25. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
- 26. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease- purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.
- 27. Contractors are not officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.
- 28. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.

29.**OPEN RECORDS**

All responses submitted to Dallas County become the property of Dallas County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested

firms/individuals should familiarize themselves with the provisions of that Act. In no event shall Dallas County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the IFB.

If a firm/individual has special concerns about information that it desires to make available to Dallas County, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate ((i.e. mark confidential) each page of that information, which the Bidder believes, should not be disclosed outside Dallas County. Disclosure of requested information will be subject to the Texas Public Information Act.

30. **TERMINATION**

The County may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, terminate this Contract, in whole or part, by giving 10 days advance written notice thereof to the Contract with the understanding that all (products/services) being (delivered/performed) under this Contract shall cease upon the date specified in such notice. The County shall compensate the Contractor in accordance with the terms of this contract for the (products/services) (delivered/performed) prior to the date specified in such notice.

31. **TERMINATION FOR DEFAULT OR NON-PERFORMANCE**

Default, material breach, or non-performance of the bidder in terms of specifications or noncompliance with the terms of this contract shall be a basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving ten (10) days' advance written notice setting forth the nature of the material failure or non-performance to the Contractor and/or bidder with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The termination will not be effective if the material failure is fully cured prior to the end of the stated in written notice NOT LESS THAN TEN (10) day period.

Termination under this will not relieve Contractor from liability for any default or breach under this contract agreement or any other act or omission of Contractor.

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for nonperformance. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be disbarred from award consideration on future county solicitation for a period of not less than thirteen (13) months.

32. MONETARY RESTITUTION

In the event the contract is prematurely terminated due to default, non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event a civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

33. NON-EXCLUSIVITY

This contract and/or agreement is non-exclusive and shall not in any way preclude Dallas County from entering into similar agreements and/or arrangements with other Vendors, Contractors, or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

34. <u>NEPOTISM</u>

No person (1)who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision-making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

35. <u>**RIGHT TO PROTEST**</u>

Vendors aggrieved in connection with a specific solicitation, evaluation, or the award of any bid, purchase order, or contract, may formally protest to the Purchasing Director only if the Vendor has reason to believe that, with respect to a specific solicitation, (a) there was a material violation of state or federal statutory requirements, County Purchasing Department rules and regulations, or this Code of Ethics (including the Restricted Contact Period), or (b) the procurement process gave an unfair advantage or unfair disadvantage to one or more Vendors.

Procurement processes that may give an unfair advantage or disadvantage to one or more Vendors include, but are not limited to, the following:

- i. The specification unfairly limits competition for no legitimate purpose;
- ii. The contract award is compromised by improprieties in post-award negotiations;
- iii. The evaluation factors or criteria are applied in a manner that is different than disclosed in

the solicitation; and

iv. There are irregularities in the receipt or opening of solicitation responses.

Protests must be in written form and must contain the following information (if applicable):

i. The protesting Vendor's name, address, telephone number, fax number, and email address;

ii. The identifying number of the solicitation and/or contract;

iii. The date the Vendor become aware of the facts forming the basis of the protest;

iv. A detailed statement of the factual grounds for the protest, including copies of any relevant documents or evidence and the statute, rule, or regulation that was violated, if applicable; and

v. A sworn certification that the protest is brought in good faith and for good cause. If a protest is based on an ambiguity or a problem in a solicitation, and is made after the solicitation response deadline, it must also include a certification that the protesting Vendor was not aware of the ambiguity or problem (and did not have an opportunity to ask for clarification or a correction) before the solicitation response deadline.

Protests must timely raise all claims and describe the evidence supporting those claims with specificity. Any claims that are not timely raised may be deemed waived. In the event of a protest during a solicitation response period, a protesting Vendor who wishes to continue in the solicitation process during such protest must still submit a bid or proposal according to the rules set forth in the solicitation.

Protests, including any protest appeals requests, must be sent by mail or email to the Dallas County Purchasing Director at Founders Square, 900 Jackson St., 6th Floor, Suite 680 Dallas, Texas 75202 or <u>Michael.Frosch@dallascounty.org</u>. Mail-in requests must be postmarked and email requests must be received by the Purchasing Director no later than (a) five (5) business days after the date that the protesting Vendor knew or should have known of the facts giving rise to the protest, or (b) before the contract is awarded, if the Vendor is aware of the facts giving rise to the protest prior to the contract award, whichever is earlier.

It is the responsibility of the Vendor to ensure that solicitation protests are delivered to the Purchasing Director within the time period stated herein. Protests that are late or delivered to an incorrect address or individual, or that otherwise do not comply with these rules (including providing the sworn certification as described above), will be declared invalid. *Written Decision*. All protests will be initially reviewed by the Purchasing Director, who must rule on the protest and provide a written decision, including the reasons for the decision and the decision date, to the protesting Vendor within ten (10) business days (the "Written Decision"). Any appeal of the Written Decision must be made within five (5) business days of the receipt thereof.

Appeals Process. Appeals of the Written Decision should be sent to the Purchasing Director at the address above, who shall notify the Appeals Committee, consisting of the County Administrator, the County Auditor, and the County Budget Director. The Purchasing Director shall serve as staff to the Appeals Committee and will be present at the Appeals Hearing. The protesting Vendor shall be notified of the time and place of the Appeals Hearing and will be provided an opportunity to present arguments. The documentary evidence at the Appeals Hearing is limited to the documentary evidence submitted for the original protest unless, for good cause shown, the Appeals Committee grants authority for the protesting Vendor to provide additional documentary evidence. The protesting Vendor shall seek approval to submit additional documentary evidence for good cause as soon as possible, but no later than (a) five (5) days before the hearing, or (b) within seventy-two (72) hours from when the protesting Vendor knew or should have known about the additional evidence, whichever period is shorter. The request should include copies of the additional documents that the protesting Vendor seeks authority to use at the hearing. The Appeals Committee may appoint an independent hearing examiner to conduct the hearing and provide a written recommendation, if needed. A written final decision, including the reasons for the final decision and the decision date, will be provided to the protesting Vendor within ten (10) business days of the Appeals Hearing (the "Final Decision"). Requests for an appeal of the Final Decision must be mailed or emailed to the Purchasing Director within five (5) business days of the Final Decision, who will notify the Commissioners Court of the request.

A Commissioners' Hearing may take place at the discretion of the Commissioners Court. A single vote of a Commissioner on the Commissioners Court is required for a Hearing to be granted. The Commissioners may, at any time during the process, review the written record of the previous decisions on the matter. All decisions of the Commissioners Court, including whether to allow a Commissioners' Hearing, are final.

Right to Appear before the Commissioners Court. All individuals and entities have the right to an appearance before the Commissioners Court subject to the rules of the Court, this Code of Ethics, and, during an Active Solicitation, the Restricted Contact Period provisions in Section 6 herein. However, a protesting Vendor does not have an automatic right to a Commissioners' Hearing on any protest appeal under this Code of Ethics, which will be granted only at the discretion of the Commissioners Court.

Notification. Protest hearings are open to the public. Public notification of any hearings, including Appeals Hearings and Commissioners' Hearings, shall be posted on the Dallas County Purchasing website at <u>www.dallascounty.org/department/purchasing</u>

Solicitations and Contracts Pending. Filing a protest under this Section will not trigger an automatic stay of any procurement process or contract award. It is in the discretion of the Purchasing Director and the Commissioners Court whether to stay any procurement process or contract award with respect to any Vendor protest. Whether a stay is granted shall not compromise any protesting Vendor's right to the protest procedures outlined herein.

Records. Records of all protests, including the protest filed, related evidence, and any Written and Final Decisions (including the outcome of any Commissioners' Hearing, if applicable) will be maintained by the Purchasing Department for a period of no less than four (4) years.

- 36. Contractors are required to comply with the Equal Employment Opportunity Act requiring that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of this Contract. The successful bidder shall take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, age, color, religion, sex or national origin. This action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, compensation and selection for training. The successful bidder shall state to all employees and advertisements that all employees and qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or natural origin.
- 37. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.
- 38. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.
- 39. Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas. To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.
- 40. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- 41. Where applicable, MSDS Forms must be provided with delivered products. In addition WITHOUT EXCEPTION, within 30 days after award, the successful bidder(s) MUST furnish Material Safety Data Sheets for all applicable awarded contract items to: Erin Spargo, Ph.D., Southwestern Institute of Forensic Sciences/Office of the Medical Examiner Facility, 2355 Stemmons Freeway, Dallas, Texas 75207. Dallas County reserves the right to withhold payments owed and/or terminate the contract due to non-performance if the aforementioned documents are not provided accordingly.

42. INTERLOCAL AGREEMENT (City/State Participation Program)

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize County contract by executing an interlocal agreement with Dallas County to do so. Vendors are to indicate on the bid proposal page whether they are willing to extend pricing from this contract to other governmental agencies in accordance with the outlined specifications. Dallas County is indemnified against any and all claims that may arise from Interlocal Agreements entered into by the Contractor and governmental agencies.

43. FEDERAL DEBARRED VENDORS

No products and/or services utilizing Federal funds may be procured from vendors that are listed on the Federal Excluded Parties List aka System for Award Management (SAM). Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Dallas County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

44. <u>TWELVE (12) MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN</u> <u>FORMER COUNTY EMPLOYEES</u>

In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

IFB

ATTACHMENT S SBE PROGRAM AND FORMS



7.0 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1. Definitions.

- 7.1.1. The term "**Commercially Useful Function**" is defined as a business that is directly responsible for providing the supplies or services to Dallas County as required by the solicitation or request quotes, bids or proposals. A firm is considered to perform a commercially useful function when responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. Example: a business that stocks sufficient quantities of supplies in direct inventory which is being held for sale or resale, to cover anticipated future demands for the suppliers is considered to be performing a commercially useful function.
- 7.1.2. A "**Contractor**" is defined as one who participates, through a contract or any other contractual agreement in a County funded contract opportunity for work, labor, services, supplies, equipment, materials, goods or any combination of the aforementioned. For purposes of this Section, a Contractor is any individual, company, or other entity seeking to do work for Dallas County regardless of the method used to procure the services or products, including but not limited to bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.
- 7.1.3. The term **"Director of Small Business Enterprise**" shall mean the Director of the County's Office of Small Business Enterprise and/or her/his designee.
- 7.1.4. The term "**Contract Administration**" shall mean the County Purchasing Department and/or his or her designee.
- 7.1.5. The "Contract Administration Supervisor" shall mean the Purchasing Director and/or his or her designee.
- 7.1.6 **Equal Employment Opportunity Requirements**. It is the policy of Dallas County to ensure nondiscrimination in the award and administration of contracts. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, disability, veteran status, religion, or sex in the performance of any Dallas County contract.
- 7.1.7 **Good Faith Effort Plan.** The plan submitted with a Submittal detailing the Respondent's efforts to achieve the set aspirational goal or documenting the Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a Submittal for any Dallas County projects in which goals have been established.
- 7.1.8 **Metropolitan Statistical Area (MSA).** The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.
- 7.1.9 **Small Business Enterprise.** It is the policy of Dallas County to support the growth and development of Small Business Enterprise ("SBE") and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the

Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County's intent to:

- Ensure nondiscrimination in the award and administration of Dallas County contracts;
- Create a level playingfield on which small businesses can compete fairly for Dallas County contracts; and
- Ensure that only firms who attempt in good faith to meet the SBE good faith efforts are considered for applicable contract awards.

Consequently, the contractor shall carry out applicable requirements of the good faith effort in its proposal/bid hereunder and, if awarded the contract, the award and administration of the Contract.

7.2 SBE Goals, Good Faith Efforts and Eligibility.

The Director of Small Business Enterprise and the Contract Administration Supervisor sets the annual SBE participation contracting/subcontracting aspirational SBE goals for each contract. The contracting/subcontracting goals for this contract will be based on meeting or exceeding the **minimum aspirational SBE goal of 40%**, unless good cause exists for failing to meet the goal. The SBE aspirational goal is based on the total dollar amount of the contract.

To be recognized as an SBE, firms (contractors and/or subcontractors):

- a) Must be certified as an SBE by the following County approved entities: North Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council and/or the Women's Business Council of Southwest, at the time of the proposal/bid submission. Other certifications are not acceptable;
- b) To be recognized by the County as a **qualified SBE firm**, as defined pursuant to Section 3 of the Small Business Act and relevant regulations, an SBE is a firm for which the gross revenues or number of employees averaged over the past three years, inclusive of any affiliates, is as defined by 13 C.F.R. Sec. 121.201; and
- c) Must also perform a commercially useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

7.3 Utilization

The aspirational SBE or certified sub-contractor goal is expressed as a percentage of the total dollar amount of the contract going to SBE or certified Sub-Contractor for those areas which the Contractor has sub-contracted or anticipates sub-contracting. The aspirational goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.

The Respondent agrees to employ good faith efforts through the award of subcontractors to eligible SBEs and certified firms to the fullest extent possible.

Dallas County's Good Faith Effort Plan (GFEP) will be used to document SBE participation. However, all subcontractors and/or suppliers, whether certified or not, must be listed in the GFEP. The information provided

in the GFEP Form will be utilized in the development of the final contract/agreement. The GFEP Form can be found in the attachments. This form is required and considered to be a part of the response to the IFB.

Should the Good Faith Effort Plan or any of the specified documents listed below be incomplete, not signed, and/or not submitted, the bid <u>can</u> be deemed non-responsive.

- 7.4 Each Contractor must include with its proposal/bid, the following documents:
 - Completed and signed Good Faith Effort Plan, executed by an authorized representative;
 - Completed and signed **Small Business Utilization Affidavit**, executed by an authorized representative; and
 - A signed and executed **Subcontractor Intent Form**, executed by an authorized representative (prime and subcontractor).

Note: All forms must be complete in their entirety and submitted as part of a Respondent's submittal.

The County reserves the right to accept or reject any certified firm and in its sole discretion is not bound by the certifying bodies' determination, if the County has a concern regarding the eligibility of the firm to meet SBE guidelines or standards. A Contractor whose proposed certified firm is rejected may contest in writing to the Office of Small Business Enterprise, in accordance with the SBE Policy. The denial of SBE certification by the Office of Small Business Enterprise is excluded from the Dallas County Purchasing Code of Ethics Protests Procedure and is exclusively governed by the appeal process set forth in the SBE Policy.

7.5 **SBE Reporting.** The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County's Compliance Reporting System (CRS), accessed through a link on the Dallas County SBE webpage. The Contractor and all subcontractors will be provided a unique log-in credential and password to access Compliance Reporting System.

Training on the use of the system will be provided by both Dallas County's CRS Support Staff and by the Office for Small Business Enterprise. Additional information and free online training for CRS can be found at https://dallascounty.diversitycompliance.com. After the prime receives payment from the County, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.

7.6 **Contracting.** If awarded the contract, the Contractor agrees to be bound by the policies and guidelines set forth in the County's SBE Policy, which may be incorporated into the contract. If a conflict exists between the SBE section of the solicitation and the County SBE Policy, the language in the solicitation governs.

MANDATORY SBE SOLICITATION ATTACHMENTS



SMALL BUSINESS UTILIZATION AFFIDAVIT

It is the policy of Dallas County to encourage the inclusion of qualified Small Business Enterprises (SBEs) to the greatest extent feasible on the County's construction, procurement and professional services contracts. Neither the County, nor its Contractors and their subcontractors shall discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, Dallas County has adopted the Small Business Enterprise Policy for all County contracts.

Small Business Enterprise Participation Goals

The solicitation bidding plan establishes subcontracting goals and requirements for all prospective bidders to ensure reasonable degree of SBE meaningful business utilization and participation in County contracts. It is the goal of Dallas County that a certain percentage of work under each contract be executed by one or more SBEs. For the purposes of participation percentages, Dallas County does not include amounts paid to the prime by the sub-contractor.

The apparent proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include SBEs in subcontracting opportunities. The apparent proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from SBEs may be denied award of the contract by Dallas County based on the contractor's failure to be a "responsive" or "responsible" bidder.

By signing below, I agree to provide Dallas County, Small Business Enterprise Department a completed copy of all required forms. I understand that, for the purpose of SBE subcontracting participation, any amounts paid to the prime from the subcontractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract.

Solicitation Number:

Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



Small Business Enterprise Program Utilization Form

Solicitation/Project Name:			Solicitation #:	
Firm Name:		Firm Phone #		
Firm Address:	City:		State:	Zip:
Compliance Contact:	Phone #:		Email Address:	
ls Your Firm Certified:	_ Certifying Agency: DFWMSDC	NCTRCA WBC-	WBC-Southwest Other:	
Total Bid Amount:	Amount self-performed:		Percentage self-performed:	
	L	Utilization Plan		

List the firms that will be utilized on the project. Provide copies of correspondence.

	% of contract				%
	Dollar Amount				Ş
	Local or Non-Local				Total
	NAICS Code				
	Type of Work				
	Phone & Email Address				
	Address				
	Person Contacted & Date				
iers	Tier				
SBE certified subcontractors/suppliers	Firm Name & SBE Certification #				

Small Business Enterprise Records Building - 500 Elm Street, Suite 0300, Dallas, TX 75202 Telephone: (214) 653-6021 | E-Mail: <u>sbe@dallascounty.org</u>



Non SBE certified subcontractors/suppliers	<mark>uppliers</mark>								
Firm Name	Tier	Person Contacted & Date	Address	Phone & Email Address	Type of Work	NAICS Code	Local or Non-Local	Dollar Amount	% of Total Contract
							Total	Ş	%
Prime Printed Name:		Title:	e:	Signature:		. Da	Date:		
			For Use by SBE Office Only	e Only					
SBE Compliance Officer: SBE Notes:		Date:							

Small Business Enterprise Records Building - 500 Elm Street, Suite 0300, Dallas, TX 75202 Telephone: (214) 553-6021 | E-Mail: <u>sbe@dallascounty.org</u>



Good Faith Efforts Form

The Good Faith Efforts Form must be fully completed if the aspirational goal is <u>not</u> met.

1. Did you speak with or receive assistance from a staff member in the Small Business Enterprise

Department? (Y/N) Name of staff member

2. Did you utilize a Dallas County SBE vendor list? If not, please explain?

Vendor List Accessed	Date of Access

subcontractor/supplier opportunities, and deadline for submission to respondent no less than 7 days before bid submission. Please provide copies of Did you provide written notice to potential SBE subcontractors, suppliers, and vendors? Written notice should include plans, specifications, all correspondence, including accepted and rejected SBE bids or proposals, i.e. letters, memos, emails and phone calls. ÷.

Firm Name & Address	Phone #	Person Contacted & Date	Type of Work	NAICS Code	SBE Certification No.	Response to Solicitation	Bid/Quote Amount	Company Selected (Y or N)

4. If applicable, did you participate in the pre-bid meeting?

Small Business Enterprise Records Building - 500 Elm Street, Suite 0300, Dallas, TX 75202 Telephone: (214) 653-6021 | E-Mail: <u>sbe@dallascounty.org</u>



Did you identify and select specific work items to be performed and/or procurement to be fulfilled by SBEs? Please subdivide total contract work into smaller portions or quantities to permit maximum active participation by SBEs. <u>ب</u>

.9
5.
4.

Did you advertise in trade publications or with local advocacy organizations? The advertisement must identify and describe subcontracting opportunities in detail, including a contact person and deadlines. Please provide a copy. <u>.</u>

Date of Publication			
Publication Name			

Prime Printed Name:

Title:

— Signature: ____

Date: _

Small Business Enterprise Records Building - 500 Elm Street, Suite 0300, Dallas, TX 75202 Telephone: (214) 653-6021 | E-Mail: <u>sbe@dallascounty.org</u>



DALLAS COUNTY SUBCONTRACTOR INTENT FORM

To: Dallas Count	ty - Small Business Enterprise	Department		Date:		_	
Project Name:				Solicitation	#:		
	Subcontractor c	on the project			V	will provide the following good(s)/service(s):	
to	e Contractor on the project						
	ed by the following agency:	DFW Minori	ty Supplier Develor	ment Council		Women's Business Council SW	
	could be subject to removal from		(Certificati	on must be kept	current/valid for the	e entire duration of this contract. Failure to	
For the purposes of SBE su	bcontracting participation, Dall	as County does n	ot include amounts	paid to the prime	e by the sub-contra	ctor.	
Total Contract Amount for	orime: \$				Estir	nated Work Start Date:	
Sub Participation Amount:	Sub Participation Amount: \$			%	Estir	Estimated Work End Date:	
The SBE Department for a	pproval. Failure to comply with	these provisions	could result in term	ination of the cor	ntract, sanctions ag	omit an SBE Substitution Request Form to ainst the prime contractor, and/or ineligibility am, based upon this intent form.	
Officer's Signature (Prime Contractor)				Officer's Signature (Subcontractor)			
Printed Name (Prime Contractor)				Printed Nar	Printed Name (Subcontractor)		
Title (Prime Contractor)				Title (Subco	jcontractor)		
Date				Date			
Please select or list all Cha	mbers or Advocacy groups you	are a member of:					
Greater Dallas Asian Amer Greater Dallas Black Charr Greater Dallas Hispanic Ch U.S. Pan Asian American C Asian Contractors Associat Regional Black Contractors Regional Hispanic Contract	amber of Commerce chamber of Commerce ion 6 Association						

Solicitation Number No.: <u>2025-052-7077</u>, Pre-Bid Meeting Date: <u>July 14th, 2025 @ 8:00 am CST</u> Project Title: <u>IFB Purchase of Paint and Paint Products</u>, Bid Due Date: <u>August 7th, 2025 @ 2:00 pm CST</u>



INVITATION FOR BID

Purchase of Paint and Paint Products

Scope of Work/Specifications

I. Introduction, Purpose and Intent

The intent of this Invitation for Bid (hereinafter referred to as IFB) is to establish a non-exclusive Contract for the Purchase of Paint Products and Supplies to be purchased on an as needed/as requested basis for a five-year contract term, with no renewal option, in accordance with the requirements described herein. This will include, but not limited to, paint and other organic coating materials such as fillers, primers, sealers, emulsions, enamels and other materials whether used as primer, intermediate or finish coats. Also, included in this solicitation are thinners and solvents and application materials including, but not limited to brushes, rollers, and related hardware and accessories and supplies.

II. Scope of Work

A. General Requirements

- 1. Supplier shall furnish all labor, personnel, service, supervision, administration, management reports, documentation, insurance, materials, supplies, equipment for unloading, pay all taxes, benefits, fuel surcharges, shipping, transportation, parking and other ancillary fees, tolls, travel time, freight, and all other overhead costs including incidentals, necessary to provide the products as described herein.
- 2. Supplier must have multiple physical locations available within Dallas County, Texas where product pick up is available.
- 3. This will be a firm fixed unit price contract for a five-year period beginning the date of award. Vendor/Supplier must be regularly engaged in the supply of paint and paint related products for at least 5 years and be an authorized reseller of the products/manufacturers bid. The county may require a bidder to provide proof of reseller authorization. Acceptable proof of authorization may include (but is not limited to) the submission of a letter from the manufacturer/supplier indicating that the bidder is authorized to sell the goods bid.
- 4. All paints supplied under this contract shall be premium grade, top of the line for the paint description and will carry a label to identify it as such. Manufacturer's standard label must be affixed by the manufacturer to each container. Manufacturer, trade name or brand, catalog number, type, color, analysis of the contents and complete directions for use must be printed on the label. Specially prepared paint or labels will not be accepted.
- 5. All materials/supplies requested by Dallas County must be of the highest quality and must conform to appropriate standards. No products and/or material supplied under this contract shall have been in stock in excess of one (1) year from the date it was manufactured and shall have a usable shelf life of not less than one (1) year from the date it is supplied to Dallas County.
- 6. Paints for this contract shall contain no lead or mercury products unless specifications allow for such deviations. All paints under this contract shall be manufactured and labeled to comply with all latest OSHA requirements and Federal Air Quality Control Standards Act. All products

offered must meet applicable Federal Specifications. All products offered must meet applicable American Society for Testing and Materials Specifications. Material Safety Data Sheets must be furnished at the time of delivery as specified by the State and Federal regulations.

- Each product offered and furnished must be a standard high-quality product that meets or exceeds the referenced documents shown on the Paint Product and Related Supplies bid sheet. All paint must meet or exceed EPA standards for Volatile Organic Compounds (VOC) per Test Method for Measuring Total VOC content for consumer products, Method 24 (For Surface Coatings).
- 8. Paints must not contain metals and toxic substances including: antimony, cadmium, hexavalent chromium, lead and mercury; and other chemicals including formaldehyde, toluene, acrolein, naphthalene, acrylonitrile, isophorone, phthalate esters, benzene and ethylbenzene, methyl ethyl ketone, vinyl chloride, butyl benzyl phthalate, methyl isobutyl ketone, 1,1,1-trichloroethane, 1,2-dichlorobenzene and methylene chloride.

Note: All products offered must meet the PDCA/MPI Architectural Painting Specification Manual.

 All paints and coatings must conform to Consumer Products Safety Commissions Regulations, 165 CFE 1303, which requires that the lead content, by weight of dried film be no more than 0.06%.

ASTM D16-Terminology for Paint, Related Coatings, Materials and Applications

ASTM D3730-03-Standard Guide for Testing High Performance Interior Architectural Wall Coatings

ASTM D5146-03-Standard Guide to Testing Solvent-Borne Architectural Coatings

ASTM D5324-03- Standard Guide for Testing Water-Borne Architectural Coatings Architectural Painting Specifications manual – Master Painters Institute (MPI) including identifiers, evaluation, systems and preparation.

- 10. In addition to the paint products described herein, if lower or zero VOC emission products are available, suppliers are encouraged to quote any such products as alternates for Dallas County's consideration.
 - a. Composition statements: Composition must be shown in percentage by weight on preprinted labels and/or technical data sheets.
 - b. Paint Brushes: All paint brushes shall conform to the following requirements as listed herein and on the bid proposal sheets.
 - c. Filaments: Round/Solid/Tapered. See individual specification.
 - d Bristles: See each individual specification.
 - e. Handles: Close grained hardwood enamel varnish or lacquer finish or non-slip resin. Shape of handle indicated on each individual brush specification.
 - f. Ferrules: Non-corrosive, rust resistant. Ferrules and nails shall show no rust after days at 100% RH and 73 degrees F.
 - g. Nails: 5/16" annual threaded rust resistant. 4 nails minimum per 1 inch through 3-inch brushes and 6 nails minimum for 4 inch and 6-inch brushes.
 - h. Hold: Epoxy 3/8" min. NO loose filaments or bristles.
 - i. Dividers: Wooded Angular Sash, Flat Sash, and Enamel Brushes = 1 divider, 3- & 4inch Wall Brushes = 2 dividers, 6-inch Wall Brush = 4 dividers
 - j. Tolerances: "Thickness" and "Length Out" =+ or 1/16" "Weight of Filament or Bristle =+10%

Solicitation Number No.: <u>2025-052-7077</u>, Pre-Bid Meeting Date: <u>July 14th</u>, <u>2025</u> (a) <u>8:00 am CST</u> Project Title: <u>IFB Purchase of Paint and Paint Products</u>, Bid Due Date: <u>August 7th</u>, <u>2025</u> (a) <u>2:00 pm CST</u>

- 11. Brand name or trade name are for reference only such identification is intended to be descriptive and is not intended to be restrictive or limit competition. Other products will be considered for award if such products are identified in the bid and are determined by the County to meet its needs. Products substantially equivalent to those designated shall qualify for consideration. Bids on brands other than those listed are subject to approval based on evaluation.
- 12. Technical and Descriptive Literature: Once the evaluation process begins, suppliers may be requested to furnish descriptive literature on one or more of the products listed herein. If requested, literature shall be sufficient in detail to allow for full and fair evaluation of the offer submitted. No literature will be required with the bid.
- 13. Test Evaluation: If needed for evaluation purposes, suppliers will be required to submit paint samples in one-gallon pails within 72 hours after notification by Dallas County. These samples shall be submitted at no cost to Dallas County. Failure to provide these samples, if requested, may result in the bidder's proposal being rendered non-compliant with bid specifications and rejected from award consideration. No paint shall be delivered with the Bid.

Samples, if necessary, shall be delivered prepaid to the designated address.

If tests are conducted, paint will be tested for the following factors along with any other factors deemed appropriate by Dallas County:

Hideability Coverage Odor Ease of Application Ease of Cleanup Color Match Paint will be tested on a scale of 1 – 10, with 1 being poor and 10 being excellent.

14. Dallas County Paint Colors:

Before award will be made, sample sheets of all seven (7) of the court ordered Dallas County paint colors must be provided for evaluation. Supplier will only submit sample sheets when notified of the request by the Dallas County Purchasing Department that submitting of the sample sheet with the below colors is now required.

Required Dallas County Paint Color:

- a. Acoustic White
- b. Luminous White
- c. Antique White
- d Dallas County Charro
- e. Modern Gray
- f. Moon Magic
- g. Oxford Brown
- 15. Product Discontinuance/Substitution:

Written notification is required to the Dallas County Purchasing Department at 500 Elm Street, Suite 5500, Dallas, Texas 75202 on any and all notice of discontinue or substitution of product. If a manufacturer discontinues a product and/or model, the County may allow the successful Vendor/Supplier to provide a substitute, at the County's discretion only, for the discontinued item or may cancel the contract item. No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the Dallas County Purchasing Department.

If the Vendor/Supplier requests permission to substitute a new product or model, it shall provide the following to the County:

- a. Documentation that provides clear and convincing evidence that the substitution item meets or exceeds the written specifications required by the original Invitation for Bid.
- b. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- c. The cost of a substituted item shall be the same or less than the cost of the awarded item.
- d. A sample of the substituted item must be received by Dallas County Purchasing Department and approved by Dallas County. Vendor/Supplier must have written confirmation from Dallas County Purchasing Department of the substitution before making delivery.
- e. Documentation from the manufacturer that the product or model has been discontinued.
- f. Documentation that names the replacement product or model.

Any unauthorized substitution will be picked up by the Vendor/Supplier, at no charge to the County, within five (5) business days upon notification by Dallas County. Failure to pick-up the product item(s) within the five (5) business day period (unless other arrangements have been approved in advance) will be considered forfeit to Dallas County.

- 16. Damaged Products: Damaged or substandard products: Damaged or sub-standard product that is shipped and/or furnished by awarded bidder will either be replaced (and expedited at contractor's expense) or if the customer prefers, be noted on the receiving report and deducted from final payment. Additionally, the awarded bidder will be responsible for shipping costs and arranging for the pick-up of any defective returns, and arranging for a return freight is charged to awarded bidder for defective returns, within ten (10) business days. Failure to pick up the product item(s) within the ten (10) business day period (unless other arrangement has been preapproved in advance) will be considered abandoned property and therefore shall become property of Dallas County to be disposed of at the sole discretion of the County.
- 17. Warranty: The successful Contractor must warrant all items furnished to be free from defects in material and workmanship. Upon notice by Dallas County, Contractor will promptly within five (5) business days replace without any additional charge to Dallas County any product furnished under this contract that is found not to comply with the product specifications or defective. Should the Contractor not meet this condition, the County shall obtain its requirements on the open market.
- 18. Ordering Authority: Vendor/Supplier shall understand that any request for purchase of material, goods, or services shall be accompanied by a valid Dallas County Purchase Order Number issued by the Dallas County Purchasing Department or designated requesting department. If the supplier does not obtain a purchase order prior delivery of product, the supplier assumes the liability.
- 19. Delivery: Inside delivery is required on all items purchased under this contract and shall be F.O.B. destination as indicated on purchase order, freight pre-paid within five (5) business days or less excluding County holidays after receipt of valid purchase order number via mail, fax,

hand delivered, or other types of electronic transmission. Any non-stock items must be delivered within ten (10) business days after receipt of initial original order request, unless extension is granted in writing by Dallas County.

- 20. Shipping: Bid prices shall be made F.O.B. destination as indicated in purchase order; freight prepaid to the requesting department within Dallas County. The awarded Vendor/Supplier shall retain title and control of goods until they are delivered, and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by Vendor/Supplier. The County will notify the awarded Vendor/Supplier of any damaged goods or products and shall assist the Vendor in arranging for inspection.
- 21. Shipping Documents: A packing list or other suitable shipping documents shall accompany each shipment and shall include the following:
 - a. Name and address of the Vendor/Supplier.
 - b. Name and address of the County Department.
 - c. County purchase order number.
 - d. A description of material shipped, including item number, quantity, number of containers and package number, if applicable.
- 22. The successful Vendor/Supplier shall assign account representative to Dallas County. This representative shall be responsible for but not limited to:
 - a. Coordinating all orders and shipments
 - b. Coordinate with using County Departments
 - c. Provide Dallas County with a quarterly usage report delineating the acquisition activity governed by the Contract.

Invoicing Requirements:

All invoices shall include, but not be limited to the following information:

Dallas County Purchase Order Number Quantity shipped Description of material and/or product number Pricing per unit

- 23. Failure to comply with requirements stated in theses specifications will results in the termination of contract due to non-performance. Any verbal communication with a Dallas County employee concerning this solicitation is not binding on Dallas County and shall in no way alter a specification, term or condition of this bid. All changes to the specification requirements or scope of services must be approved in writing by an authorized representative of the Dallas County Purchasing Department and/or Commissioners Court.
- **III.** Pre-Bid Meeting Schedule, Questions, and Inquiries

Solicitation Number No.: <u>2025-052-7077</u>, Pre-Bid Meeting Date: <u>July 14th</u>, <u>2025</u> (a) <u>8:00 am CST</u> Project Title: <u>IFB Purchase of Paint and Paint Products</u>, Bid Due Date: <u>August 7th</u>, <u>2025</u> (a) <u>2:00 pm CST</u>

During the solicitation process bidders are required to limit their communication regarding this project to the Buyer referenced herein. A pre-bid meeting will be held by the County whereby the bidders will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-bid meeting will be the only time when bidder and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the County's purchasing platform, https://www.bidnetdirect.com/texas/dallas-county, to the assigned Buyer. The County will respond to all questions by way of addendum which will be posted as part of the solicitation. The County, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Pre-bid conference **July 14th, 2025 at 8:00 a.m. CST**, the pre-bid meeting will be conducted through a conference call.

Microsoft Teams Need help? Join the meeting now Meeting ID: 248 463 258 826 2 Passcode: fE7iw7sP

Dial in by phone +1 469-208-1731,,911951557# United States, Carrollton Find a local number Phone conference ID: 911 951 557# For organizers: Meeting options | Reset dial-in PIN

The deadline for the submission of questions is on July 16th, 2025 at 10:00 a.m. CST through Bidnet.

IV. Term and Commencement Date

This will be a five-year term contract with no renewal option commencing upon award by Commissioners Court, upon meeting any insurance and/or bonding requirements (if applicable) and/or fully executing the contract (if applicable).

V. Award Method

The County's intent is to award this solicitation in its *entirety*, but the County reserves the right to award in the method that is most advantageous to the County. To be considered for award, all lines in a group must be bid on.

The County reserves the sole discretion to determine whether a solicitation response is responsive. County reserves the right to approve or deny any proposed alternatives, reject any or all bids, and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of County. Late bids will not be considered for award.
Upon expiration of the Contract, the Contractor agrees to hold over under the terms and conditions of this contract for such a period of time as is reasonably necessary to re-solicit (not to exceed 90 calendar days unless mutually agreed on in writing).

VI. Bid Submittal and Exception Requirements

To be considered for award, the bid response must be submitted by **August 7th, 2025 at 2:00 p.m. CST**. Bid responses shall be submitted electronically through BidSync, the County's online public solicitation platform <u>https://www.bidnetdirect.com/texas/dallas-county</u>. Although the County prefers submissions in electronic form, a bidder may elect to submit their bid in hard copy. To submit in hard copy, the vendor may deliver or ship to: Dallas County Purchasing Department, Records Building 500 Elm Street, Suite 5500, Dallas, Texas 75202. When submitting a bid in hard copy, the County requires **two (2)** duplicate hardcopies (one original and one copy) to be submitted.

Any exceptions to the specifications/scope of work and/or terms and conditions shall be included in the solicitation response and shall appear in its own tab. Exception shall reference the page number, section and language for which exception is taken. The County reserves the right to reject any exception not in the best interest to the County or may lead the bid to be considered nonresponsive and not considered for award.

Note: On December 19, 2024, Dallas County implemented a new public solicitation platform and will be posting all solicitations for goods, services, and construction through Bidnet. Vendors business with Dallas County will be required seekina to do to reaister. (https://www.bidnetdirect.com/texas/dallas-county). By registering, vendors will be able to receive solicitation notices, view open solicitations, and submit their response online to desired business opportunities.

VII. Communication

Upon release of the solicitation and during the process, vendors/firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact in relation to this solicitation with Dallas County employees, department heads and/or elected officials. Such contact may result in the vendor being disqualified. All questions and requests for information related to this solicitation must be coordinated through Rosa Golden.

All questions regarding this solicitation are to be submitted in writing to Rosa Golden, Dallas County Purchasing Department via Bidnet (https://www.bidnetdirect.com/texas/dallas-county), the County's procurement platform. If the bidder does not have access to the County's solicitation platform. the bidder mav submit their questions in writina via email to rosa.golden@dallascounty.org. Please reference the IFB Solicitation number in the subject of the email.

All questions, comments and requests for clarification must reference the IFB solicitation number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

NOTE: All addendums and/or any other correspondence (general information, question and responses) to this IFB will be made available exclusively through the Dallas County website for retrieval. Bidders are solely responsible for frequently checking this website for updates to this IFB Addendums to this IFB can be located at the following web address: <u>http://www.dallascounty.org/department/purchasing/currentbids.php</u> (go to the appropriate IFB #, click on the appropriate hyperlink for viewing and/or downloading.)

VIII. Location and Invoicing

The County shall pay invoices in 30 days. In order for the County to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the County. The 30 days begin when the County has received a correct invoice reflecting the work or goods delivered. If the County receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the County will request a corrected invoice, and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the County for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided
- Purchase order number
- Contact information of County staff who placed order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price good or services (charges for all services covered by this contract are to be separately stated and explained
- Unit pricing
- Total cost of goods/services

Two (2) invoices are required. Invoices shall be sent to the requesting department address stated on Purchase Order and Dallas County Auditor's Office, Attn: Accounts Payable, 500 Elm Street, 4th floor, Suite 4200, Dallas, Texas 75202.

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the County cancelled.

- **IX.** Documents Submitted with Bid
 - 1. Attachment S Small Business Enterprise (SBE) Forms (mandatory must be submitted with bid.
- X. Opening of Bids

Bid reading shall be conducted at 2:30pm (CST) on the day the bids are due. The reading will be conducted via a live meeting online at <u>https://teams.microsoft.com/l/meetup-join/19%3ameeting</u> OWQzZTQ3MTktYjUwZi00NTBiLWJIYWUtMzk2NzA1OTg1ZWE2%40thread .v2/0?context=%7B%22Tid%22%3A%2251adcfad-72f1-479c-b28f-52412e04014b%22%2C%22Oid%22%3A%226f7e6e0d-1f84-43a8-a037c8b93e424cb8%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22% 7D&btype=a&role=a.

Bids will be publicly opened in compliance with public bid opening statutory requirements.

- **XI.** Review of Bids
 - 1. The County will review bids complying with the due date and time to determine whether bids are responsive and responsible and whether the bid meets minimum requirements.
 - 2. The County may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the bid.
 - 3. Please be aware that Dallas County may use sources of information not supplied by the bidder concerning the abilities to perform this work or meet the minimum requirements. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to Dallas County.
- XII. Bid Pricing
 - 1. Bid pricing shall be firm for the first 12 months of the contract unless otherwise stated herein. Costs not included or calculated in the applicable unit prices as bid will not be paid by the County, regardless of the intentions of the bidder when the bid was submitted and regardless that those costs were actually incurred. Price adjustments(s) shall not be automatic; the bidder shall request on an annual basis a price increase which shall not exceed 5% annually as warranted. Bidder shall submit, for the County's consideration, supporting documentation that substantiates the requested price increase. Cumulative change orders and/or price increase shall not exceed 25% of the original amount awarded during contract term. A price increase shall be mutually agreed upon by the County and Contractor. Request for price increases and change orders shall be reviewed and considered at the County's sole discretion.
- **XIII.** Insurance Requirements

Any Contractor or Vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations

Within ten (10) days after contract award or prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Contractor(s)/Vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its elected and appointed boards,

officers, officials, agents, representatives, directors, employees and volunteers, as additional insured(s) (as the interest of each insured may appear).

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of "A" or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains deductibles or self-insured retention. Such deductibles and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions or renewals.

1.1. Workers Compensations and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection. Contractors shall be responsible for workers' compensation insurance for sub-contractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$500,000:

Employers Liability - Each Accident	\$500,000
Employers Liability - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- 1.2. Commercial General Liability: Contract shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.
- 1.3. Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousand 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.
- Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:
- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts/policies will contain the following required provisions:

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County.
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy.
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted.
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement.

- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss.
- h. Contractor insurance policies coverage shall be written on a primary basis and noncontributory with any other insurance coverages and/or self-insurance carried by Dallas County.
- i. Default/Cumulative Rights/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.
- j. Approval and acceptance of Contractor's services and work by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's services or work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard.
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
- I. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises.
- m. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners' Court Order 2003-1792, September 30, 2003);
- n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Bid Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 500 Elm Street, Suite 5500, Dallas, Texas 75202; and
- o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.
- 2. Insurance Lapse

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the

Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The five percent (5%) retainage shall be held by County until six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

XIV. Rejection or Acceptance of Bids

The County reserves the right to accept or reject in part or in whole any bids submitted. The Purchasing Agent will recommend to Commissioners Court award to the lowest responsive and responsible bidder as determined by the Purchasing Agent.

XV. Late and Withdrawn Bids

All bids must be submitted no later than the bid due date and time established by this solicitation. Bid arriving after the due date and time will not be accepted. Late bids delivered by carrier will be return to the bidder unopened.

A bidder has the right to withdraw their bid prior to the bid due date and time, thereafter, the bidder shall submit a formal request to the Dallas County Purchasing Agent requesting to withdraw their bid.

XVI. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response by the bidder. County cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Respondents who include information in a bid that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the bid "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a bid, the bidder shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure to Attorney General of Texas for final determination.

XVII. Disqualification of Bidders

Bidders may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the bidders
- The bidder is involved in any litigation against Dallas County
- The bidder is in arrears on an existing contract or has failed to perform on a previous contract with Dallas County

XVIII. Permits Required by Law

PUR-FRM-049 REV. 1 – 8.9.22 Contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XIX. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the County as they relate to this contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The County reserves the right to audit any records it deems necessary for the execution of this Contract.

XX. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the County. Should the Contractor assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the County may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXI. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

- Contractor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- Contractor attempts to assign the Contract without the prior written consent of the County.
- Contractor shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts the County in any manner.

In the event a default occurs, the Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the County may immediately cancel the Contract. At the direction of the Director, the Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, in accepting the Contract, agrees that the County shall not be liable to prosecution for damages or lost anticipated profits if the County cancels or terminates the Contract.

No Waiver: No waiver by the County of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXII. Termination

The County may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The County will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

- XXIII. Miscellaneous
 - 1. After executing the contract or issuance of a purchase order, no consideration will be given to any claim of misunderstanding.
 - 2. Bidders shall submit with their bid, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
 - 3. Bidders shall thoroughly familiarize themselves with the provisions of these specifications/scope of work.
 - 4. A bid may be disqualified if the corporation or individual bidder is in arrears or in default to the County for delinquent taxes or assessments or on any debt or contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the County by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, bidders may be disqualified for poor prior performance on similar Contracts with other entities.
 - 5. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
 - 6. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
 - 7. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
 - 8. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the department director and/or Purchasing Agent or his authorized representative shall be final.
- XXIV. Indemnity

The selected bidder agrees to defend, indemnify and hold the County, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected bidder's breach of any of the terms or provisions of the contract, or by any other negligent or strictly

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liable act or omission of the selected bidder, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected bidder(s) and County, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXV. Development Costs

Neither Dallas County nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this IFB. Respondents are encouraged to prepare their bids simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the IFB.

XXVI. Certificate of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code: An Act Addressing Disclosure of Interested Parties.

Effective January 1, 2016, Dallas County, must comply with the "Disclosure of Interest Parties, requirements established under Section 2252.908 of the Texas Government Code as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or that has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", in accordance with Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website: (<u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>)

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

Step 3: At the time of submission of the solicitation to Dallas County the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, rfp, rfq, soq, etc.) to Dallas County. Upon receipt, Dallas County may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, Dallas County must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

County Offices and Departments submitting contracts to Commissioners Court for award/execution are responsible for acknowledging and filing the Form 1295.

Definitions:

(a) "Contract" includes an amended, extended, or renewed contract.

(b)"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c)"Controlling interest" In accordance with the Texas Ethics Commission, Chapter 46.3(c) and applicable to Texas Government Code §2252.908 - (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. (d)"Interested party" (1) a person who has a controlling interest in a business entity with whom a

(d) interested party" (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e)"Intermediary" for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation.

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

To obtain additional information on Section 2252 and to learn more about the Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <u>https://www.ethics.state.tx.us/tec/1295-Info.htm</u>

Instructional Videos for Business Entities on how to file online can be found at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

XXVII. Conflict of Interest

No County elected or appointed official or representative, or any employees shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, goods or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

XXVIII. Small Business Enterprise (SBE) Program

See Attachment S – Small Business Enterprise Program (SBE) and SBE forms

Ω No.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
F	Interior Acrylic Flat Wall Paint Master Painters Institute Gloss Level: 1 Size: Five (5) Gallon Container	C r	Five Gallon
4	Color: Various Grade: Medium Grade or Higher Brand: PPG Pure Proformance PP 9-140-01 flat or approved equal	2	Containe r
	Interior Alkyd Satin Enamel Master Painters Institute Gloss Level: 4		
2	Size: One (1) Gallon Container Color: Various	30	Containe
	Grade: Medium Grade or Higher Band: PPG Glyrtex 439-00 satin or approved equal		_
	Interior Alkyd Semi-Gloss Enamel Maetor Baintore Incitituto Close Lovol: 5		
'n	Size: One (1) Gallon Container	Uč	Gallon
า	Color: Various Grade: Medium Grade or Higher	2	
	Brand: PPG Glytex 439-00 semi-gloss or approved equal		
	100% Acrylic Exterior Flat Paint Masters Painters Institute Gloss Level: 1		
	Size: One (1) Gallon Container	UC	Gallon
t	Color: Various	0	
	Grade: Medium Grade or Higher Brand: PPG Speed Crvl 56-110x1/10 or approved equal		
	100% Acrylic Exterior Low Sheen Paint		
	Master Painters Institute Gloss Level: 2 Size: One (1) Gallon Container		Gallon
2	Color: Various	30	Containe
	Grade: Medium Grade or Higher		-
	Brand: PPG Speed Cryl 56-110x1/10 or approved equal		
	עטלא אכראווכ באנפרוסר Semi-Gloss Enamel Master Painters Institute Gloss Level: 5		
9	Size: One (1) Gallon Container	30	Containe
	color: various Grade: Medium Grade or Higher		L
	Brand: PPG 1184-1Gaiety SG or approved equal		
	Alkyd Interior/Exterior Semi-Gloss Enamel Master Painters Institute Gloss Level: 5		:
7	Size: One (1) Gallon Container	30	Gallon Containe
	Color: Various		L
	Grade: Medium Grade of Higher Brand: PPG Clytex interior/exterior or approved equal		
	Gloss Alkyd Interior/Exterior Rust-Preventative Enamel Master Painters Institute Gloss Level: 7		:
8	Size: One (1) Gallon Container	30	Gallon Containe
	Grade: Medium Grade or Higher Brand: PPG Glytex interior/exterior or approved equal		L

ITE M NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
	Group 1 - Sub Total:		
	<u> БКООР 2: PRIMER,PORCH, FLOOR ENAMEL, ANU MARKING</u> DAINT		
6	Alkyd Red-Oxide Rust-Preventative Primer Size: One (1) Gallon Container Color: Red Oxide Brand: PPG multi-brime 4160 or approved equal	30	Gallon Containe r
10	White Alkyd Rust-Preventative Primer Size: One (1) Gallon Container Color: Off White Brand: Rust-Oleum 255610	30	Gallon Containe r
11	100% White Acrylic Low Sheen Metal Primer & Finish Size: One (1) Gallon Container Color: White Brand: PPG multi-prime 4160 or approved equal	30	Gallon Containe r
12	100% Acrylic Porch & Floor Eggshell Enamel Master Painters Institute Gloss Level: 3 Size: One (1) Gallon Container Color: Various Brand: PPG porch and floor fast dry 3-000 or approved equal	30	Gallon Containe r
13	Zone Marking Paint, Lead Free Waterborne Master Painters Institute Gloss Level: 1 Size: One (5) Gallon Container Color: Various Brand: PPG zpne marking fast dry 1952f or approved equal	30	Five Gallon Containe r
14	Interior Oil-Based Primer Size: One (1) Gallon Container Brand: Kilz® Original or approved equal	30	Gallon Containe r
	Group 2 - Sub Total:		
	GROUP 3: VARNISH AND STAINS		
15	Polyurethane Gloss Varnish Oil Base Grade: Premium Color: Clear Size: One (1) Gallon Container Brand: ici/wood pride 1908 or approved equal	30	Gallon Containe r

NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
16	Waterborne Polyurethane Gloss Varnish Grade: Premium Color: Clear Size: One (1) Gallon Container Brand: PPG deft dft-400 or approved equal	30	Gallon Containe r
17	Wood Wiping Stain Oil Base Grade: Premium Size: One (1) Gallon Container Brand: PPG deft dft-400 or approved equal	30	Gallon Containe r
18	Waterborne Wood Wiping Stain Base Water Base Grade: Premium Size: One (1) Gallon Container Brand: PPG deft dft-400 or approved equal	30	Gallon Containe r
19	Alkyd High Gloss Varnish Fast drying Color: Clear Size: One (1) Gallon Container Brand: Benjamin Moore 419 or approved equal	30	Gallon Containe r
20	Alkyd Sanding Sealer Quick Drying Color: Clear Size: Quart Container Brand: Sherwin-Williams B26V43 or approved equal	30	Quart
21	Alkyd Sanding Sealer Quick Drying Color: Clear Size: Gallon Container Brand: ICl 1916 or approved equal	30	Gallon Containe r
	Group 3 - Sub Total: GROUP 4: AEROSOL SPRAY PAINT and PRIMER- INDUSTRIAL GRADE		
22	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Gloss White Brand: Rust-Oleum No. 1992-830 or approved equal	30	Each

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ΣQ	DESCRIPTION:	Est. Qty per year	Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
23	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Gloss Black Brand: Rust-Oleum No. 1979-830 or approved equal	30	Each
24	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Gloss Red Brand: Rust-Oleum No. V2407-830 or approved equal	30	Each
25	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Flat Black Brand: Rust-Oleum No. 1976-830 or approved equal	30	Each
26	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Flat White Brand: Rust-Oleum No. 1990-830 or approved equal	30	Each
27	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Safety Red Brand: Rust-Oleum No. 1990-830 or approved equal	30	Each
28	Aerosol Spray Paint Primer Type: Can Size: Standard 13oz Color: Red Brand: Rust-Oleum No. 1967-830 or approved equal	30	Each
29	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Dark Green Brand: Rust-Oleum No. V2137-838 or approved equal	30	Each
30	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Fluorescent Red Brand: Rust-Oleum No. 2264-838 or approved equal	30	Each

Page 4

N Ω	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
31	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Fluorescent Orange Brand: Rust-Oleum No. 1954-830 or approved equal	30	Each
32	Aerosol Spray Paint Primer - Professional Grade Type: Can Size: Standard 13oz Color: Gray Brand: Rust-Oleum 1980-830 or approved equal	30	Each
33	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Light Machine Gray Brand: Rust-Oleum No. V2183-838 or approved equal	30	Each
34	Aerosol Spray Paint Type: Can Size: Standard 13oz Color: Dark Machine Gray Brand: Rust-Oleum No. V2187-838 or approved equal	30	Each
35	Aerosol Spray Primer/Stain Killer/Blocker and Sealer For Latex and Oil Based Paints Type: Can Size: Standard 13oz Color: Original White Pigmented Primer KILZ No. 10004, NO SUBSTITUTE	30	Each
	Group 4 - Sub Total:		
	GROUP 5: PAINT THINNER AND REMOVERS		
36	Mineral Spirits/Thinner Low Odor Size: 2-1/2 Gallon Container Brand: Klean Strip EKPT94401 or approved equal Product No. 3019294401	30	2-1/2 Gallon Containe r
37	Lacquer Thinner Size: Five (5) Gallon Container Brand: Cumberland Products Inc. Product No. CP-5 or approved equal	30	Five Gallon Containe r

38 38 38 38	DESCRIPTION:	per year	Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
	Paint & Varnish Remover/Stripper Low VOC Size: One (1) Gallon Container Brand: Klean Strip GKK5or approved equal Product No. 3019200525	30	Gallon Containe r
	Group 5 - Sub Total:		
0	GROUP 6: PUTTY and COMPOUNDS		
30 50 50 50 50 50 50 50 50 50 50 50 50 50	Putty Type: Waterborne Color: Fruitwood Size: 3.68 oz. Brand: Color Putty Product No. 210 or approved equal	30	Each
40 7 0 2 8 4	Putty Type: Waterborne Color: Light Oak Size: 3.68 oz. Brand: Color Putty Product No. 208 or approved equal	30	Each
41 Si O	Putty Type: Waterborne Color: Light Walnut Size: 3.68 oz. Brand: Color Putty Product No. 220 or approved equal	30	Each
42 2 0 0 2	Putty Type: Oil based Color: Fruitwood Size: 3.68 oz. Brand: Color Putty Product No. 110 or approved equal	30	Each
4 7 0 2 <u>8</u>	Putty Type: Oil based Color: Light Oak Size: 3.68 oz. Brand: Color Putty Product No. 108 or approved equal	30	Each
44 7 0 2 8 4	Putty Type: Oil based Color: Light Walnut Size: 3.68 oz. Brand: Color Putty Product No. 120 or approved equal	30	Each

Products

∃ Σ Ö	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
45	Painter's Putty for Interior and Exterior Ready Mix Color: White Size: Quart (32 oz.) Brand: DAP No. '53'® Product No. 12244 or approved equal	30	Quart
46	Glazing Compound Weather Resistant Resisting to cracking and chalking Ready Mix Color: White Size: Quart (32 oz.) Brand: DAP No. 33'® Product No. 12122 or approved equal	30	Quart
47	Lightweight Spackling, interior/exterior use Color: White Size: Quart Tub (32oz.) Brand: Dap Fast 'n Final® Product No. 12142 or approved equal	30	Quart
48	Problem Surface Water-Based Drywall Sealer Size: One (1) Gallon Container Brand: Zinsser Gardz Product No. 02301or approved equal	30	Gallon Containe r
49	All Purpose Joint Compound Color: White Size: 50 lb. carton Brand: National Gypsum Product No. JT0091or approved equal USG Plus 3 NO SUBSTITUES	30	50 lb. Carton
50	Lightweight Joint Compound for interior gypsum panels and exterior gypsum ceiling boards Setting Time: 20 minutes Size: 18 lb. bag Brand: U.S. Gypsum Easy Sand, National Gypsum No. JT3220 or approved equal	0 M	18 lb. Bag

ITE M NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
51	Lightweight Joint Compound for interior gypsum panels and exterior gypsum ceiling boards Setting Time: 45 minutes Size: 18 lb. bag Brand: U.S. Gypsum Easy Sand, National Gypsum No. JT3245 or approved equal	30	18 lb. Bag
52	Lightweight Joint Compound for interior gypsum panels and exterior gypsum ceiling boards Setting Time: 90 minutes Size: 18 lb. bag Brand: U.S. Gypsum Easy Sand, National Gypsum No. JT3290 or approved equal	30	18 lb. Bag
	Group 6 - Sub Total:		
	GROUP 7: PAINT BRUSHES - POLYESTER/NYLON FILAMENT- ANGULAR		
	Minimum Requirements: Finest quality commercial professional grade for use with all oil, latex or epoxy Type/Construction: Polyester/nylon filament, long sash handle, fine chisel, tapered from sash to brushing edge Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber set, Corona or other approved equal		
53	Paint Brush-Angular Sash Brush Size: 2", angular sash brush, nylon/poly Minimum thickness 9/16", length out 2" minimum, weisht of filament 1.1 o minimum Brand: Great American Marketing PX02563 Product No. 7667002563or approved equal	30	Each
54	Paint Brush-Angular Sash Brush Size: 2-1/2", angular sash brush, nylon/poly Minimum thickneas 5/8", length out 2-1/2" minimum, weight of filament 1.6 oz. minimum Brand: Great American Marketing BX02564 Product No. 7667002564or approved equal	30	Each
55	Paint Brush-Angular Sash Brush Size: 3", angular sash brush, nylon/poly Minimum thickness 11/16", length out 3" minimum, weight of filament 2.2 oz. minimum Brand: Great American Marketing PX02565 Product No. 7667002565 or approved equal	30	Each

ITE NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
56	Paint Brush-Sash Brush Size: 2-1/2", sash brush, nylon/poly Minimum thickness 5/8", length out 2-1/2" minimum, weight of filament 1.6 oz. minimum Brand: Great American Marketing PX02564 Product No. 7667002564 or approved equal	30	Each
	Group 7 - Sub Total:		
	- UNDER OF POLICES - POLICESTER/INTEON FILAMENT (Wall)		
	Minimum Requirements: Finest quality commercial professional grade for use with all oil, latex or epoxy Type/Construction: Polyester/nylon filament, beavertail nylon filament, beavertail handle, flat trim slight taper from ferrule to brushing edge. Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber set, Corona or other approved equal.		
57	Paint Brush-Wall Brush Size: 3", wall brush, straight cut Minimum thickness 7/8", length out 3", minimum weight of filament 2.7 oz. minimum Brand: Great American Marketing PX02535 Product No. 7667002535 or approved equal	30	Each
58	Paint Brush-Wall Brush Size: 4", wall brush, Minimum thickness 7/8", length out 4", minimum weight of filament 4.0 oz. minimum Brand: Great American Marketing PX02537 Product No. 7667002537 or approved equal	30	Each
	Group 8 - Sub Total:		
	GROUP 9:PAINT BRUSHES - PURE CHINA BRISTLE		
	Minimum Requirements: Finest quality commercial professional grade for use with all oil, latex or epoxy Type/Construction: Pure china bristle, sealed hardwood handles, angular or flash sash trim, wall brush, rust resistant ferrule, hardened screw type nails. Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber set, Corona or other approved equal.		
59	Paint Brush-Pure China Bristle Size: 1-1/2", angular sash trim, pure china bristle Minimum thickness 3/8", length out 1-1/2", weight of bristle .43 minimum Brand: Great American Marketing PX02632 Product No. 7667002632 or approved equal	30	Each

ITE NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
60	Paint Brush-Pure China Bristle Size: 2", angular sash trim, pure china bristle Minimum thickness 7/16", length out 2", minimum weight of bristle .875 oz. minimum Brand: Great American Marketing PX02633 Product No. 7667002633 or approved equal	30	Each
61	Paint Brush-Pure China Bristle Size: 2-1/2", angular sash trim, pure china bristle Minimum thickness 1/2", length out 2-1/2", minimum weight of bristle 1.16 oz. minimum Brand: Great American Marketing PX02634 Product No. 7667002634 or approved equal	96	Each
62	Paint Brush-Pure China Bristle Size: 2", flash sash trim, pure china bristle Minimum thickness 9/16", length out 2", minimum weight of bristle .94 oz. minimum Brand: Great American Marketing PX02623 Product No. 7667002623 or approved equal	30	Each
63	Paint Brush-Pure China Bristle Size: 2-1/2", flash sash trim, pure china bristle Minimum thickness 5/8", length out 2-1/2" minimum weight of bristle 1.32 oz. minimum Brand: Great American Marketing PX02624 Product No. 7667002624 or approved equal	30	Each
64	Paint Brush-Straight Cut Brush Size: 3", varnish, straight cut brush, white bristle Minimum thickness 7/8", length out 3" minimum weight of bristle 2.625 oz. minimum Brand: Great American Marketing PX02625 Product No. 7667002625 or approved equal	30	Each
	Group 9 - Sub Total: GROUP 10: PAINT REJISHES.ECONOMY		
	Type/Construction: Economy brushes for use with latex or oil base paint. Enamel and wall brushes, polyester filament, smooth finish wooden or plastic handle. Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber set, Corona or other approved equal.		
65	Paint Brush-Chip Brush Size: 1", minimum thickness 3/8" length out 2" minimum Brand: Wooster-Q3108 Product No. 34192 or approved equal	30	Each
66	Paint Brush-Chip Brush Size: 1-1/2", minimum thickness 7/16" length out, 2-1/4" minimum Brand: Wooster-P3971 Product No. 43815 or approved equal	30	Each

NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
67	Paint Brush-Chip Brush Size: 2", minimum thickness 7/16" length out, 2-1/2" minimum Brand: Wooster-P3972 Product No. 41344 or approved equal	30	Each
68	Paint Brush-Chip Brush Size: 2-1/2" minimum thickness ½", length out, 2-1/2" minimum Brand: Wooster-Q3108 Product No: 34189 or approved equal	30	Each
69	Paint Brush-Chip Brush Size: 3", minimum thickness ½", length out 2-3/4" minimum Brand: Wooster-P3973 Product No: 24375 or approved equal	30	Each
70	Paint Brush-Chip Brush Size: 4.", minimum thickness 7/8", length out 3." minimum Brand: Wooster-P3974 or approved equal Product No: 38063	30	Each
	Group 10 - Sub Total:		
	GROUP 11: PAINT BRUSHES - DISPOSAL/THROWAWAY		
	Type Construction: Disposal/Throw-away Brushes, 100% pure china bristle for use with oil base paint. Can also be used in light grease and oil application. Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber Set Corona or other approved equal		
71	Paint Brush-Disposal/Throwaway Size: ½°, minimum thickness ¼° length out 1-5/8″ minimum Brand: Great American Marketing No. BB00010 Product No. 7667000010 or approved equal	30	Each
72	Paint Brush-Disposal/Throwaway Size: 1", minimum thickness 5/16" length out 1-5/8" minimum Brand: Great American Marketing No. BB00011 Product No. 7667000011 or approved equal	30	Each
73	Paint Brush-Disposal/Throwaway Size: 1-1/2", minimum thickness 5/16" length out 1-5/8" minimum Brand: Great American Marketing No. BB00012 Product No. 7667000012 or approved equal	30	Each

ITE NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
74	Paint Brush-Disposal/Throwaway Size: 2", minimum thickness 5/16" length out 1-5/8" minimum Brand: Great American Marketing No. BB00013 Product No. 7667000013 or approved equal	30	Each
75	Paint Brush-Disposal/Throwaway Size: 2-1/2", minimum thickness 3/8" length out 1-7/8" minimum Brandi Great American Marketing No. BB00014 Product No. 7667000014 or approved equal	30	Each
76	11	30	Each
	Group 11 - Sub Total:		
	GROUP 12: PAINT BRUSHES - OTHER		
11	Angular all purpose brush Size: 1 inch 100% polyester, for use with latex paints Brand: Great American Marketing No. PX02661 Product No. 7667002661 or approved equal	30	Each
78	Latex nylon filament brush Size: 3" Beavertail natural handle, round edge stainless steel ferrule Brand: Purdy No.140380230 NO SUBSTITUTE	30	Each
79	Latex nylon filament brush Size: 2-1/2" Beavertail natural handle, round edge stainless steel ferrule Brand: Purdy No. 140380225 NO SUBSTITUTE	30	Each
	Group 12 - Sub Total:		
	GROUP 13: ROLLER COVERS - SYNTHETIC BLEND		
	Minimum Requirements: Finest quality commercial professional grade synthetic fabric for use with all oil, latex and epoxy paints. Heavy duty, phenolic core, for use		
	Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber set, Corona or other approved equal.		

ITE M NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
80	Roller Covers-Synthetic Blend Size: 9", Nap 7/2", Synthetic Blend Brand: Great American Marketing No. BC01896 Product No. 7667001896 or approved equal	30	Each
81	Roller Covers-Synthetic Blend Size: 9", Nap 3/4", Synthetic Blend Brand: Great American Marketing No. BC01898 Product No. 7667001898 or approved equal	30	Each
82	Roller Covers-Synthetic Blend Size: 9", Nap 1", Synthetic Blend Brand: Great American Marketing No. BC01897 Product No. 7667001897 or approved equal	30	Each
83	Roller Covers-Synthetic Blend Size: 9", Nap 1-1/4", Synthetic Blend Brand: Great American Marketing No. BC01899 Product No. 7667001899 or approved equal	30	Each
84	Roller Covers-Synthetic Blend Size: 4-1/2", Nap 1/2", Synthetic Blend Brand: Great American Marketing No. RC00044 Product No. 7667000044 or approved equal	30	Each
	Group 13 - Sub Total:		
	GROUP 14: ROLLER COVERS- LAMBS WOOL		
	Minimum Requirements: Natural lambs wool roller cover for semi-rough surfaces, for use with either oil base or latex paints, heavy duty phenolic core with high solvent resistant adhesive, covers combed and vacuumed to Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber set, Corona or other approved equal.		
85	Roller Covers-Lamb Wool Size: 9", Nap ½", Lambs wool Brand: Wooster R291-9 Product No. 71468 or approved equal	30	Each
86	Roller Covers-Lamb Wool Size: 9″, Nap 3/4″, Lambswool Brand: Wooster R292-9 Product No. 71469 or approved equal	30	Each
87	Roller Covers-Lamb Wool Size: 9", Nap 1", Lambswool Brand: Wooster R290-9 Product No. 45661 or approved equal	30	Each
88	Roller Covers-Lamb Wool Size: 9", Nap 1-1/4", Lambswool Brand: Wooster R293-9 Product No. 70881 or approved equal	30	Each

No NE N	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
	Group 14 - Sub Total:		
	GROUP 15: ROLLER COVERS- FOAM		
	Minimum Requirements: Roller cover for semi-rough surfaces, for use with oil based paints and enamels, heavy duty phenolic core with high solvent resistant adhesive,		
	Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber set, Corona or other approved equal.		
80	Roller Covers-Foam Size: 9", Nap 1/8", Foam Foam Seamless Brand: Wooster R206-9 Product No. 26962 or approved equal	30	Each
06	Roller Covers-Foam Size: 9", Nap 3/8", Foam Foam Seamless Brand: Wooster R205-9 Product No. 34366 or approved equal	30	Each
16	Roller Covers-Foam Size: 9", Nap 3/16", Foam Foam: Fine Finishing Brand: Wooster R265-9 Product No. 34888 or approved equal	30	Each
	Group 15 - Sub Total:		
	GROUP 16: ROLLER & COVERS - Other		
92	Roller Covers-Nap Cover, roller, 9–½" Nap.semi-smooth Brand: Great American Marketing No. RC01896 Product Number 7667001896 or approved equal	30	Each
63	Roller Covers-Nap Cover, roller, 9-3/8" Nap,semi-smooth Brand: Great American Marketing No. RC70038 Product Number 7667070038 or approved equal	30	Each
94	Roller Covers-Nap Cover, roller, 9- 45" Nap, semi-smooth maize knit fabric, heavy duty core Brand: Bestt Liebco L9V97 Product Number 508972900 or approved equal	30	Each
95	Roller Covers-Nap Cover, roller, 4-1/2" Nap, semi-smooth maize knit fabric, heavy duty core Brand: Bestt Liebco L4V97 Product Number: 508972400 or approved equal	30	Each

ITE NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e	
	GROUP 1: INTERIOR AND EXTERIOR PAINT			_
96	Roller Covers-Nap Cover, roller, 9- ½" Nap, semi-smooth 50/50 blend, polyester & lambswool Brand: Great American Marketing RC-70050	30	Each	
97	Roller Covers-Nap Cover, roller, 9", 42" nap, semi-smooth, nylon/polyester blend Brand: Great American Marketing RC01896 Product Number: 7667001896 or approved equal	30	Each	
86	Roller Covers-Nap Roller Cover, 9-34" Nap, LSP 075, Merino Signature Sheepskin Brand: Merino	30	Each	
66	Roller Cover, 9"-1/2" Nap, LSP 075, Merino Signature Sheepskin Brand: Merino Product Number: 70950 or approved equal	30	Each	
100	Roller Covers-Nap Roller Cover, 9–1⁄4" Nap, Mohawk Blend Fabric Brand: Wooster Candy Stripe	30	Each	
	Group 16 - Sub Total:			
	GROUP 17: ROLLER FRAMES Minimum Requirements: Professional Grade, 5-Wire Ring Cage, Chrome Plated Shank (unless otherwise stated), Polymer threaded handle with metal ferrule. Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI IIIte: Dubhor sof. Corrons or other annovation equal			
101	Roller Frames Roller Frames Size: 9", Length 14", Brand: Great American Marketing FR01195 Product Number: 7667001195 or approved equal	30	Each	
102	Roller Frames Size: 4-1/2", Length 14" Rod Diameter 5/16" Brand: Great American Marketing FR01746 Product Number: 7667001746 or approved equal	30	Each	1
103	Roller Frames Size: 4", Length 12", Rod Diameter ¼", Zinc plated rod, Polypropylene threaded handle Brand: Great American Marketing FR01711 Product Number: 7667001711 or approved eqi	30	Each	· · · · · · · · · · · · · · · · · · ·
	Group 17 - Sub Total:			

ITE NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT GROUP 18: THREADED METAL WOOD AND ADIUSTABLE		
	ALUMINUM EXTENSION POLES ALUMINUM EXTENSION POLES Minimum Dominicamenter Wood Threadod Metal Tin		
	Minimum Nequinements: wood, Inneaded, Metal Tip Brand: Wooster, Bestt-Liebco, Purdy, Duke, All Pro Gold, ICI Ultra, Rubber set, Corona or other approved equal.		
104	Extension Pole, Wood Size: 48", Oak Brand: Great American Marketing WP00248 Product Number: 7667000248 or approved equal	30	Each
105	Extension Pole, Wood Size: 60", Oak Brand: Great American Marketing WP00260 Product Number: 7667000260 or approved equal	30	Each
106	Extension Pole, Wood Size: 72", Oak Brand: Great American Marketing WP00272 Product Number: 7667000272 or approved equal	30	Each
107	Extension Pole, Aluminum Adjustable Aluminum Paint Extension Pole Texagonal aluminum inner pole prevents Twisting. Rugged fiberglass outer pole. Adjusts in 6" increments. Locks securely in place. Universal zinc die cast threaded tip. Size: Adjustable 2' to 4' feet Brand: Great American Marketing WP00381 Product Number: 7667000381 or approved equal	30	Each
108	Extension Pole, Aluminum Adjustable Aluminum Paint Extension Pole Hexagonal aluminum inner pole prevents Twisting. Rugged fiberglass outer pole. Adjusts in 6" increments. Locks securely in place. Universal zinc die cast threaded tip. Size: Adjustable 4' to 8' feet Brand: Great American Marketing WP00383 Product Number: 7667000383 or approved equal	30	Each
109	Extension Pole, Aluminum Adjustable Aluminum Paint Extension Pole Hexagonal aluminum inner pole prevents Twisting. Rugged fiberglass outer pole. Adjusts in 6" increments. Locks securely in place. Universal zinc die cast threaded tip. Size: Adjustable 6' to 12' feet Brand: Great American Marketing WP00385 Product Number: 7667000385 or approved equal	30	Each

ITE MO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
110	Extension Pole, Aluminum Adjustable Aluminum Paint Extension Pole Hexagonal aluminum inner pole prevents Twisting. Rugged fiberglass outer pole. Adjusts in 6" increments. Locks securely in place. Universal inc die cast threaded tip. Size: Adjustable 8' to 16' feet Brand: Great American Marketing WP00386 Product Number: 7657000386 or approved equal	30	Each
	Group 18 - Sub Total:		
	GROUP 19: PAINT TRAYS AND LINERS		
111	Paint Tray, Deep Well, Heavy Duty Steel Plated, Rust Resistant, Ribbed Bottom Ladder Hook Legs Fits Covers up 9" wide Fits Capacity: Up to One (1) Gallon Brand: Linzer Product Number: R71430-9 or approved equal	30	Each
112	Liner, for the above listed paint tray Brand: Great American Marketing PT09144 Product Number: 7667009144 or approved equal	30	Each
113		30	Each
114	Liner, for the above listed paint tray Brand: Linzer Product Number: RM412 or approved equal	30	Each
	Group 19 - Sub Total:		
	GROUP 20: METAL PLATED BUCKET GRIDS		
	Minimum Requirements: Heavy Duty, Corrosion Resistant, Brand: Wooster, Bestt-Liebco, Purdy, Duke, All-Pro Gold, ICI Ultra, Rubber Set Corona or other approved equal		

The control of the part				
GROUP 1: INTERIOR AND EXTERIOR PA Metal Grid, heavy duty, 4-sided Size: 5 Gallon Brand: Great American Marketing PT03115 Product Number: 7667003115 or approved Metal Grid, heavy duty, 4-sided Size: 2 Gallon Brand: Great American Marketing PT03112 Product Number: 7667003112 or approved Brand: Great American Marketing PT03112 Product Number: 7667003112 or approved Mainimum Requirements: Professional Brand: D.C. May or other approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 5 Gallons Brand: Trimaco No. 36524 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallons Brand: Trimaco No. 36524 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallons Brand: Trimaco No. 36524 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallons Brand: Trimaco No. 36524 or approved equ Brand: Trimaco No. 36524 or approved equ Brand: Trimaco No. 36524 or approved equ Brand: Trimaco No. 36524 or approved equ <th>NO.</th> <th>DESCRIPTION:</th> <th>Est. Qty per year</th> <th>Unit of Measur e</th>	NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
Metal Grid, heavy duty, 4-sided Size: 5 Gallon Brand: Great American Marketing PT03115 Product Number: 7667003115 or approved Size: 2 Gallon Brand: Great American Marketing PT03112 Product Number: 7667003112 or approved Size: 2 Gallon Brand: Great American Marketing PT03112 Product Number: 7667003112 or approved Minimum Requirements: Professional Brand: D.C. May or other approved eq Nylon Mesh Paint Strainer Elastic Top Capacity: 5 Gallons Brand: Trimaco No. 36524 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallon Brand: Trimaco No. 36524 or approved equ Brand: Trimaco No. 36524 or approved equal Bue Painters Tape Size: 3/″ x 60 yards, Brand: 3M 2090 or approved equal Bue Painters Tape Size: 1-1/2″ x 60 yards, Brand: 3M 2090 or approved equal Bue Painters Tape Size: 1-1/2″ x 60 yards, Brand: 3M 2090 or approved equal Bue Painters Tape Size: 2″ x 60 yards, Brand: 3M 2090 or approved equal Bue Painters Tape Size: 2″ a 60 yards, Brand: 3M 2090 or approved equal Bue Painters Tape Size: 2″ a 60 yards, Brand: 3M 2090 or approved equal Bue Painters Tape Size: 2″ a 60 yards, Brand: 3M 2090 or approved equal Bue Painters Tape		GROUP 1: INTERIOR AND EXTERIOR PAINT		
Metal Grid, heavy duty, 4-sided Size: 2 Gallon Brand: Great American Marketing PT03112 Product Number: 7667003112 or approved GROUP 21: NYLON PAINTERS STRAINE Minimum Requirements: Professional Brand: D.C. May or other approved eq Nylon Mesh Paint Strainer Elastic Top Capacity: 5 Gallons Brand: Trimaco No. 36523 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallons Brand: Trimaco No. 36524 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallon Brand: Trimaco No. 36524 or approved equ Brand: Trimaco No. 36524 or approved equal Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1-1/2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1-1/2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape		Metal Grid, heavy duty, 4-sided Size: 5 Gallon Brand: Great American Marketing PT03115 Product Number: 7667003115 or approved equal	30	Five Gallon Containe r
GROUP 21: NYLON PAINTERS STRAINE Minimum Requirements: Professional Brand: D.C. May or other approved eq Nylon Mesh Paint Strainer Elastic Top Capacity: 5 Gallons Brand: Trimaco No. 36523 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 5 Gallons Brand: Trimaco No. 36524 or approved equ Deacity: 1 Gallon Brand: Trimaco No. 36524 or approved equ Brand: 3M 2090 or approved equal Bu Bu Bu Size: 3% X 60 yards Brand: 3M 2090 or approved equal		Metal Grid, heavy duty, 4-sided Size: 2 Gallon Brand: Great American Marketing PT03112 Product Number: 7667003112 or approved equal	30	Two Gallon Containe r
GROUP 21: NYLON PAINTERS STRAINE Minimum Requirements: Professional Brand: D.C. May or other approved eq Nylon Mesh Paint Strainer Elastic Top Capacity: 5 Gallons Brand: Trimaco No. 36523 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallon Brand: Trimaco No. 36524 or approved equ Capacity: 1 Gallon Brand: Trimaco No. 36524 or approved equ Brand: Trimaco No. 36524 or approved equal Brand: Trimaco No. 36524 or approved equal Blue Painters Tape Size: 1" x 60 yards, Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1-1/2" x 60 yards, Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1-1/2" x 60 yards, Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" & 60 yards, Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" & 60 yards, Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" & 60 yards, Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" & 60 yards, Brand: 3M 2090 or approved equal Blue Painters Tape		Group 20 - Sub Total:		
Brand: D.L. May or other approved eq Nylon Mesh Paint Strainer Elastic Top Capacity: 5 Gallons Brand: Trimaco No. 36523 or approved equ Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallon Brand: Trimaco No. 36524 or approved equ Capacity: 1 Gallon Brand: Trimaco No. 36524 or approved equ Capacity: 1 Gallon Brand: 3M, Norton, Shurtape or other Blue Painters Tape Size: 3/m 2090 or approved equal Blue Painters Tape Size: 11 × 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 11-1/2 * 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 11-1/2 * 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 11-1/2 * 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 11-1/2 * 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2 * 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape		GROUP 21: NYLON PAINTERS STRAINERS Minimum Requirements: Professional Grade		
Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallon Brand: Trimaco No. 36524 or approved equ GROUP 22: TAPES GROUP 22: TAPES Minimum Requirements: Professional Blue Painters Tape Size: 3/4, x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1-1/2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1-1/2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1-1/2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1-1/2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards		Nylon Mesh Paint Strainer Elastic Top Capacity: 5 Gallons Brand: Trimaco No. 36523 or approved equal	30	Five Gallon Containe r
GROUP 22: TAPES GROUP 22: TAPES Minimum Requirements: Professional Brand: 3M, Norton, Shurtape or other Blue Painters Tape Size: ¾" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 1" x 60 yards, Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal		Nylon Mesh Paint Strainer Elastic Top Capacity: 1 Gallon Brand: Trimaco No. 36524 or approved equal	30	Gallon Containe r
		Group 21 - Sub Total:		
		GROUP 22: TAPES Minimum Beautionmente: Drofessional or Bremium Grade		
		Brand: 3M, Norton, Shurtape or other approved equal.		
		Blue Painters Tape Size: ¾″ × 60 yards Brand: 3M 2090 or approved equal	30	Each
		Blue Painters Tape Size: 1" x 60 yards, Brand: 3M 2090 or approved equal	30	Each
		Blue Painters Tape Size: 1-1/2" x 60 yards Brand: 3M 2090 or approved equal	30	Each
		Blue Painters Tape Size: 2" x 60 yards Brand: 3M 2090 or approved equal	30	Each

ITE MO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
123	Blue Painters Tape Size: 3" x 60 yards Brand: 3M 2090 or approved equal	30	Each
124	Drywall Fiberglass Tape Size: 2" x 100 yards, Color: White Brand: 3 M 385 or approved equal	30	Each
125	Fibatape Paper Joint Tape Size: 2"x 250 Feet Color: White Brand: Saint-Gobain Technical Fabrics FDW6618-U or approved equal	30	Each
126		30	Each
127	Masking Tape Size: 1" x 60 yards Color: Yellow Brand: 3M 2020 or approved equal	30	Each
128	Masking Tape Size: 1-1/2" x 60 yards Color: Yellow Brand: 3M 2020 or approved equal	30	Each
129	Masking Tape Size: 2" x 60 yards Color: Yellow Brand: 3M 2020 or approved equal	30	Each
130	Masking Tape Size: 3" x 60 yards Color: Yellow Brand: 3M 2020 or approved equal	30	Each
	Group 22 - Sub Total:		
	GROUP 23: SAND and FLOOR PAPER INDUSTRIAL GRADE Minimum Requirements: Professional or Premium Grade Brand: 3M, Norton, or other approved equal.		
131	Garnet Sandpaper Industrial Grade Grit: 80 Brand: 3M No. 41348 or approved equal 5 Sheets/Pack	30	Pack

NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
132	Garnet Sandpaper Industrial Grade Grit: 120 Brand: 3M No. 45863 or approved equal 5 Sheets/Pack	30	Pack
133	Garnet Sandpaper Industrial Grade Grit: 150 Brand: 3M No. 41432 or approved equal 5 Sheets/Pack	30	Pack
134	Garnet Sandpaper Industrial Grade Grit: 180 Brand: 3M No. 41433 or approved equal 5 Sheets/Pack	30	Pack
135	Garnet Sandpaper Industrial Grade Grit: 220 Brand: 3M No. 41434 or approved equal Size: 9" X 11" 5 Sheets/Pack	30	Pack
136	Floor Sandpaper Industrial Grade Grit: 100 Size: 8" x 50 yards Brand: 3M No. 51144-15299-5 or approved	30	Roll
	Group 23 - Sub Total: GROUP 24: CAULK and CAULKING GUNS		
	Minimum Requirements: Professional , Industrial or Premium Grade, Mildew Resistant, Waterproof, Low Odor, Interior/Exterior Use, Durable Seal, Won't Crack, Chip, Peel, or Dry-out, High Flexible or Elasticity Brand: Dap, GE, Superior, CRL or approved equal		
137	Butyl Rubber Caulk Type: Tube Cartridge Cartridge Size: 10.1 oz. Color: Aluminum Gray Brand: Red Devil Product Number: 0698AG or approved equal	30	Each

<u>T</u> E N	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
138	Butyl Rubber Caulk Type: Tube Cartridge Cartridge Size: 10.1 oz. Color: Bronze Brand: Red Devil Product Number: 0698BR or approved equal	0 M	Each
139	Multi-Purpose Caulk, acrylic latex Type: Tube Cartridge Cartridge Size: 10.1 oz. Color: White Brand: Red Devil Product Number: 0777 or approved equal	OE	Each
140	Multi-Purpose Caulk, acrylic latex Type: Tube Cartridge Cartridge Size: 10.1 oz. Color: Clear Brand: Red Devil Product Number: 0777 or approved equal	30	Each
141	Acrylic Latex Painter's Caulk Type: Tube Cartridge Cartridge Size: 10.1 oz. Color: White Brand: Red Devil Product Number: 0746 or approved equal	30	Each
142	100% Silicone Caulk, multi-purpose Type: Tube Cartridge Cartridge Size: 10.1 oz. Color: White Brand: Dap Product Number: 08646 or approved equal	30	Each
143	100% Silicone Caulk Type: Tube Cartridge Cartridge Size: 10.1 oz. Color: Clear Brand: Dap Product Number: 08641 or approved equal	30	Each
144	Tube and Tile Adhesive Caulk Type: Tube Cartridge Cartridge Size: 10.1 oz. Color: White Brand: Dap Product Number: 18002 or approved equal	30	Each

ITE MO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
145	Tube and Tile Adhesive Caulk Type: Tube Cartridge Cartridge Size: 5.5 oz. Color: White Brand: Dap Product Number: 18001 or approved equal	30	Each
146	Caulking Gun 9" Minimum, Heavy Duty Built In Spout Cutter, No Pinch Finger Guar Ladder Hook Industrial Ratchet - Quick Release All welded steel and puncture tool Quick Release Brand: Great American Marketing Product Number: 7667000126 or approved	30	Each
	Group 24 - Sub Total:		
	GROUP25: DROP and TACK CLOTHS Minimum Requirements: Professional, Industrial or Brand: D.C. May, Trimaco, Sherwin-Williams, Reeves or		
147	Butyl-Back Canvas Drop Cloth Size: 9' x 12' Weight: 7 oz (minimum) Brand: Trimaco Product Number: 85321 or approved equal	30	Each
148	Butyl-Back Canvas Drop Cloth Size: 12' x 15' Weight: 7 oz (minimum) Brand: Trimaco Product Number: 85323 or approved equal	30	Each
149	Butyl-Back Canvas Drop Cloth Size: 4' x 12' Weight: 7 oz (minimum) Brand: Trimaco or approved equal Product Number: 80327 or approved equal	30	Each
150	Butyl-Back Canvas Drop Cloth Size: 4' x 15' Weight: 7 oz. (minimum) Brand: Trimaco Product Number: 85328 or approved equal	30	Each
151	Canvas Drop Cloth Size: 12' x 15' Weight: 8 oz. (minimum) Brand: Trimaco Product Number: 58903 or approved equal	90 B	Each

ITE M NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
152	Canvas Drop Cloth Weight: 8 oz. (minimum) Size: 4' x 15' Brand: Trimaco Product Number: 58908 or approved equal	30	Each
153	Plastic Drop Cloth Thickness: .4 mil (minimum) Size: 9' x 12' Brand: Sherwin Williams Product Number: 1452432or approved equal	30	Each
154	All Purpose Disposable Drop Cloth Weight: 9 oz. (minimum) Size: 12' x 15' Brand: Trimaco or approved equal	30	Each
155	Tack Cloth Super Strength Size: 4.5 square feet Application Use: For use after sanding and between coats to remove dust, dirt, and sanding residue Brand: Sherwin-Williams Product Number: 1805829 or approved equal	30	Each
	Group 25 - Sub Total:		
	GROUP 26: KNIVES Minimum Requirements: Professional, Industrial or Brand: Warner, Hyde, Stanley or approved equal		
156	Joint Knife Blade: 2", Flexible, Carbon Steel Handle: Polypropylene Brand: Great American Marketing PT06224 Product Number: 7667006224 or approved equal	30	Each
157	Joint Knife Blade: 3", Flexible, Carbon Steel Handle: Polypropylene Brand: Great American Marketing PT06234 Product Number: 7667006234 or approved equal	30	Each
158	Joint Knife Blade: 4", Flexible, Steel Handle: Polypropylene Brand: Great American Marketing PT06240 Product Number: 7667006240 or approved equal	30	Each

ITE NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
159	Joint Knife Blade: 5", Flexible, Steel Handle: Polypropylene Brand: Great American Marketing PT06250 Product Number: 7667005250 or approved equal	30	Each
160	Joint Knife Blade: 6", Flexible, Carbon Steel Handle: Polypropylene Brand: Great American Marketing PT06260 Product Number: 7667005260 or approved equal	30	Each
161	Joint Knife Blade: 8", Flexible, Carbon Steel Handle: Polypropylene Brand: Walboard Tools EK08 Product Number: 4972788002 or approved equal	30	Each
162	Joint Knife Blade: 10", Flexible, Carbon Steel Handle: Polypropylene Brand: Hyde Product Number: 9213 or approved equal	30	Each
163	Joint Knife Blade: 12", Flexible, Steel Handle: Polypropylene Brand: Hyde	12	Each
164	Putty Knife Blade: 1-1/2", Stiff, Carbon Steel Handle: Polypropylene or Nylon Brand: Great American Marketing PT06213 Product Number: 7667006213 or approved equal	12	Each
165	Putty Knife Blade: 1-1/2", Stiff, Carbon Steel Handle: Polypropylene or Nylon Brand: Great American Marketing PT06213 Product Number: 7667005213 or approved equal	12	Each
166	Metal Utility Knife 3 Positions Blade: Retractable Brand: Hyde Product Number: 42070 or approved equal	12	Each
167	Metal Window Scraper Blade: 1-1/2", Retractable, Steel Brand: Allway Tools Product Number: 3706407088 or approved equal	12	Each

No.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
168	5 in 1 Painter's Tool Blade: 1-1/2", Carbon Steel Handle: Polypropylene or Nylon Brand: Great American Marketing PT06385 Product Number: 7667006385 or approved equal	12	Each
169	Heavy Duty Single Edge Razor Blades #9 Type: Steel 100 per pack Brand: Allway/American SEB 100VP Product Number: SEB 100VP or approved equal	11	Pack
170	Heavy Duty Replacement 3-Notch Utility Knife Blades Type: Steel 100/Box Brand: Allway/American/Bladesmith Product Number: 3706407009 or approved equal	12	Box
171	Knife, flex putty, 1-1/4", ProGrip 2 Brand: Great American Marketing PT06212 Product Number: 7667006212 or approved equal	12	Each
172	Glazing Tool, electrocoated high carbon steel blade, nylon handle, 2-in-1, black & silver Brand: Hyde Product Number: 02950 or approved equal	12	Each
173	Scraper, flexible red star 4000, 3", red polypropylene handle, high carbon steel blade Brand: Hyde Product Number: 04350 or approved equal	12	Each
174	Glass Scraper, heavy duty Brand: Hyde Product Number: 13000 or approved equal	12	Each
	Group 26 - Sub Total:		
	GROUP 27: MISCELLANEOUS ITEMS Minimum Requirements: Professional, Industrial or Premium Grade		
175	Liquid Scratch Cover, for Light Wood Size: 8 oz. Brand: Old English No. 62338-75462 or approved equal Product Number: No. 62338-75462 or approved equal	12	Each
176	Liquid Scratch Cover, for Dark Wood Size: 8 oz. Brand: Old English No. 62338-75144 or approved equal Product Number: No. 62338-75144 or approved equal	12	Each

No ⊿ ITE	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
177	Multipurpose Adhesive, aerosol can Professional Grade Type: Can Size: 24 oz. can Brand: 3M Super 77 Product Number: 62497749309 or approved equal	12	Each
178	Polyester Sponges Heavy Duty, Durable, Soft Material: Estracell Polyester Size: 7-3/4" Brand: Trimaco Product Number: 470341013700 or approved equal	12	Each
179	Stainless Steel Mud Pan Size: 14" Water tight Rust-Proof Welded Corners Brand: Walboard	12	Each
180	Wire Brush/Scratch Brush Wood Curved Handle Kiln dried hardwood Size: 13 3/4" Wire Brush, Rows 3 x 19 Brand: Great American Marketing Product Number: 7667000319 or approved equal	12	Each
181	Steel Wool Pads Grade# 0 Grit Type: Fine 12/Pack Brand: Rhodes Product Number: 10121110 or approved equal	12	Pack
182	Steel Wool Pads Grade# 1 Grit Type: Medium 12/Pack Brand: Rhodes Product Number: 10121111 or approved equal	12	Pack
183	Steel Wool Pads Grade 2 Grit Type: Medium 12/Pack Brand: Rhodes Product Number: 10121112 or approved equal	12	Pack

	DESCRIPTION:	Est. Qty per year	Unit of Measur
	GROUP 1: INTERIOR AND EXTERIOR PAINT		U
184	Steel Wool Pads Grade 3 Grit Type: Coarse 12/Pack Brand: Rhodes Product Number: 10121113 or approved equal	11	Pack
	Steel Wool Pads Grade 3 Grit Type: Coarse 12/Pack Brand: Rhodes Product Number: 10121113 or approved equal	12	Pack
185	Steel Wool Pads Grade 4 Grit Type: Extra Coarse 12/Pack Brand: Rhodes Product Number: 10121116 or approved equal	12	Pack
186	Professional Grade 9" Masking Paper Roll Size: 9" x 60 yards Brand: Trimaco Product Number: 4703412909 or approved equal	12	Each
187	Particle Dust Mask Lightweight Construction Adjustable nose clip MIOSH Certified Mask per box: 50 Brand: Honeywell Product Number: CP1000VP or approved equal	11	Box
188	All Purpose Sanding Sponge Fine /Medium Size: 3-3/4" × 2-5/8" Brand: Johnson Product Number: B1101 or approved equal	12	Each
188	All Purpose Sanding Sponge Fine /Medium Size: 3-3/4" X 2-3/4" Brand: Johnson Product Number: B1101 or approved equal	12	Each

ITE NO.	DESCRIPTION:	Est. Qty per year	Unit of Measur e
	GROUP 1: INTERIOR AND EXTERIOR PAINT		
189	Disposable Polyethylene Gloves Ambidextrous, Liquid/Chemical Resistant Thickness: 1.25 Mil (minimum) Size: Large Gloves per box: 100 Brand: SAS Safety Product Number: 6608 or approved equal	12	Box
190	Disposable Polyethylene Gloves Ambidextrous, Liquid/Chemical Resistant Thickness: 1.25 Mil (minimum) Size: Extra Large Gloves per box: 100 Brand: SAS Safety Product Number: 6609 or approved equal	12	Box
161	Plastic Tray Liner, 9" for use with all rollers up to 9" 131 Size: 2 quarts Brand: Linzer Product Number: RM405 or approved equal	12	Two Quarts