

**Bid Tabulation Packet  
for  
Solicitation 1906-001**

**Painting of Murals in Intersections & Crosswalks**

**Bid Designation: Public**



**City of Hollywood, Florida**

**Bid #1906-001 - Painting of Murals in Intersections & Crosswalks**Creation Date **Jun 18, 2019**End Date **Jul 15, 2019 3:00:00 PM EDT**Start Date **Jun 26, 2019 10:25:30 AM EDT**Awarded Date **Not Yet Awarded**


1906-001--01-01 Painting of Mural in Intersections & Crosswalks					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PAINT QUEST LLC	First Offer - \$18,750.00	1 / each	\$18,750.00		Y
Product Code: Karla Campos Agency Notes:			Supplier Product Code: Supplier Notes:		
RAZORBACK LLC	First Offer - \$37,000.00	1 / each	\$37,000.00		Y
Product Code: Karla Campos Agency Notes:			Supplier Product Code: Supplier Notes:		

1906-001--01-02 Painting of Mural in Intersections & Crosswalks					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PAINT QUEST LLC	First Offer - \$18,750.00	1 / each	\$18,750.00		Y
Product Code: Antonella Anzani Ballarin Agency Notes:			Supplier Product Code: Supplier Notes:		
RAZORBACK LLC	First Offer - \$42,000.00	1 / each	\$42,000.00		Y
Product Code: Antonella Anzani Ballarin Agency Notes:			Supplier Product Code: Supplier Notes:		

1906-001--01-03 Painting of Mural in Intersections & Crosswalks					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PAINT QUEST LLC	First Offer - \$18,750.00	1 / each	\$18,750.00		Y
Product Code: Laureen Biruk Agency Notes:			Supplier Product Code: Supplier Notes:		
RAZORBACK LLC	First Offer - \$38,000.00	1 / each	\$38,000.00		Y
Product Code: Laureen Biruk Agency Notes:			Supplier Product Code: Supplier Notes:		

1906-001--01-04 Painting of Mural in Intersections & Crosswalks					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PAINT QUEST LLC	First Offer - \$18,750.00	1 / each	\$18,750.00		Y
Product Code: Alejandro Villanueva Agency Notes:			Supplier Product Code: Supplier Notes:		
RAZORBACK LLC	First Offer - \$37,000.00	1 / each	\$37,000.00		Y
Product Code: Alejandro Villanueva Agency Notes:			Supplier Product Code: Supplier Notes:		

**Supplier Totals**

f PAINT QUEST LLC		\$75,000.00 (4/4 items)	
Bid Contact <b>JAMES MCCLAIN</b> James@paintquestllc.com Ph 407-202-1909		Address <b>3100 OLD WINTER GARDEN RD</b> <b>UNIT328</b> <b>OCOE, FL 34761</b>	
Agency Notes:		Supplier Notes:	
		Head Attch: 	
f RAZORBACK LLC		\$154,000.00 (4/4 items)	

Bid Contact **anthony houllis**  
**razorbackllc@gmail.com**  
**Ph 727-938-9500**

Address **276 knollwood rd**  
**tarpon springs, FL 34688**

**Agency Notes:**

**Supplier Notes:**

**Head  
Attch:**  


★ ★

## PAINT QUEST LLC

Bid Contact **JAMES MCCLAIN**  
**James@paintquestllc.com**  
**Ph 407-202-1909**

Address **3100 OLD WINTER GARDEN RD UNIT328**  
**OCOE, FL 34761**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
1906-001--01-01	Painting of Mural in Intersections & Crosswalks	Supplier Product Code:	First Offer - \$18,750.00	1 / each	\$18,750.00 Y
1906-001--01-02	Painting of Mural in Intersections & Crosswalks	Supplier Product Code:	First Offer - \$18,750.00	1 / each	\$18,750.00 Y
1906-001--01-03	Painting of Mural in Intersections & Crosswalks	Supplier Product Code:	First Offer - \$18,750.00	1 / each	\$18,750.00 Y
1906-001--01-04	Painting of Mural in Intersections & Crosswalks	Supplier Product Code:	First Offer - \$18,750.00	1 / each	\$18,750.00 Y
Supplier Total					\$75,000.00

Supplier: **PAINT QUEST LLC**



## QUOTATION REQUEST

Quotation Number: *Bid Number*

Quotation Title: *Bid Title*

Quotes must be received on or before: *Bid End Time* on *Bid End Date*

Quotes may be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Bidder to ensure its Bid reaches BidSync before the closing date and time specified in this solicitation. There is no cost to the quotation to submit a response to the City of Hollywood quotation request via BidSync.

OR

Quotes may be submitted to the City of Hollywood, City Hall, Procurement Services Division, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020 in a sealed envelope by the date and time specified herein.

This request for quotation is for goods or services as specified herein. The submitting vendor shall be an authorized dealer for the product offered and parts and service as required. The price quoted must include delivery to the City of Hollywood. The minimum warranty offered shall be the full manufacturer's warranty or as specified herein.

ALL QUOTES SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER QUOTE OPENING AND ARE F.O.B. DESTINATION, DELIVERED TO THE CITY OF HOLLYWOOD, FREIGHT INCLUDED.

If an error occurs in extension of price, the unit cost will prevail.

In the event of conflict between unit price and total price, the unit price will prevail.

Delivery will be made within the specified calendar days after receipt of purchase order.

If applicable, would you extend the prices quoted herein to other municipalities? Award of quote is not contingent upon concurrence with this offer to other municipalities. Yes: ☐ No: ☐

Company Name **Paint Quest LLC**

FEID or Social Security No. **81-2165016**

Address **925 oasis palm circle**

City **ocee** State **fl** Zip **34761**

Phone # **4072021909** Fax # E-Mail **james@paintquestllc.com**

Signature **james e. mcclain** Title **owner**

Printed Name **james McClain**

The City reserves the right to award a purchase order by individual commodities, groups of commodities, all or none or any combination thereof as may be in the best interest of the City unless a specific method of award is specified in this Quotation Request. The City will only make an award to a bidder that in the sole opinion of the City is Responsive and Responsible. In the event of default, the City has the right to award the next low bidder.

By submitting this quotation the vendor certifies that this Quotation Request is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Quotation Request for the same materials, services, and supplies and is in all respects fair and without collusion or fraud. The Vendor certifies by his/her submission that this response is current, accurate, completed and is presented to the City for the performance of this quotation in accordance with all the requirements as stated in this Quotation Request, and that the person signing this Quotation is authorized to bind the vendor by his/her signature.

### **TERMS AND CONDITIONS**

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

#### **MODIFICATIONS**

Accordingly no modification or amendment shall be binding upon the Buyer unless agreed upon by the City of Hollywood. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

#### **ASSIGNMENT**

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

#### **EXCUSABLE DELAYS**

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

#### **DEFAULT**

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

#### **TERMINATION**

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

#### **F.O.B.**

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

#### **TERMS**

By accepting this order, the Seller agrees that payment terms shall be Net 45 unless otherwise stated.

#### **INVOICING**

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

#### **TAX**

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City which are not otherwise exempt shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials

#### **RESPONSIBILITY**

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

#### **ACCEPTANCE**

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

#### **DELIVERIES**

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add on redelivery, storage or handling charges.

**INSPECTION**

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

**QUANTITIES**

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

**PAYMENT CHANGES**

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

**ANTI DISCRIMINATION**

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

**UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie exclusively in a court of competent jurisdiction in Broward County, Florida.

**LEGAL RESPONSIBILITY**

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

**LIABILITY - COPYRIGHT/PATENT/TRADEMARK**

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

**INDEMNIFICATION**

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

**OCCUPATIONAL SAFETY AND HEALTH**

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

**REPRESENTATIVE**

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

**PUBLICITY**

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

**INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have workers' compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager. Dollar limits and additional insurance may be required based upon the type of services provided.

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

Supplier: **PAINT QUEST LLC**



## QUOTATION REQUEST

Quotation Number: **1906-001**

Quotation Title: ***Painting of Murals in Intersections & Crosswalks***

Quotes must be received on or before: **3:00:00 PM EDT on Jul 15, 2019**

Quotes may be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Bidder to ensure its Bid reaches BidSync before the closing date and time specified in this solicitation. There is no cost to the quotation to submit a response to the City of Hollywood quotation request via BidSync.

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If applicable, would you extend the prices quoted herein to other municipalities? Award of quote is not contingent upon concurrence with this offer to other municipalities. Yes: ☐ No: ☐

Company Name **PAINT QUEST LLC**

FEID or Social Security No. **812165016**

Address **925 OASIS PALM CIRCLE**

City **OCOE** State **FL** Zip **34761**

Phone # **4072021909** Fax # E-Mail **JAMES@PAINTQUESTLLC.COM**

Signature **JAMES MCCLAIN** Title **OWNER**

Printed Name **JAMES MCCLAIN**

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Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

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**LIABILITY - COPYRIGHT/PATENT/TRADEMARK**

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

**INDEMNIFICATION**

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

**OCCUPATIONAL SAFETY AND HEALTH**

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

**REPRESENTATIVE**

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

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No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

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The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have workers' compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager. Dollar limits and additional insurance may be required based upon the type of services provided.

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020