



Competitive Solicitation by  
Texans Can

Request for Proposal (RFP) for  
Gessner Roof  
RFP #ROOF 3-2019  
Publication Date: February 26, 2019  
Submittal Deadline: March 18, 2019 by 3:00 PM CDT

## Table of Contents

|      |   |    |
|------|---|----|
| I.   | Notice to Proposers.....  | 03 |
| II.  | Instructions to Offerors.....                                     | 03 |
|      | 1.0 General .....   | 03 |
|      | 2.0 Scope of Work.....  | 04 |
|      | 3.0 Information Required.....                                     | 04 |
|      | 4.0 Submissions of Qualified Statements.....                      | 04 |
|      | 5.0 Discussion/Negotiations .....                                 | 05 |
|      | 6.0 Modifications or Withdrawal of Qualification Statements ..... | 05 |
|      | 7.0 Opening Qualification Statements.....                         | 05 |
| III. | General Conditions .....  | 05 |
|      | 1.0 Scope of Proposal.....  | 05 |
|      | 2.0 Conditions of Agreement.....                                  | 06 |
|      | 3.0 Qualification Statement Submittal .....                       | 06 |
|      | 4.0 Scope of Services .....                                       | 06 |
|      | 5.0 Criteria for Selection.....                                   | 06 |
|      | 6.0 Selection Process .....                                       | 06 |
|      | 7.0 Submission of Response .....                                  | 06 |
|      | 8.0 Reservation of Rights.....                                    | 07 |
|      | 9.0 Acceptance .....  | 07 |
|      | 10.0 Termination .....  | 07 |
|      | 11.0 Interpretation .....   | 07 |
|      | 12.0 Applicable Law .....   | 07 |
|      | 13.0 Notification of Criminal Record.....                         | 08 |
|      | 14.0 Indemnification .....  | 08 |
|      | 15.0 Use by Other Government Entities .....                       | 08 |
|      | 16.0 Insurance .....  | 08 |
|      | 17.0 Reproduction, Distribution, Assignment and Delegation.....   | 09 |
| IV.  | Responsibilities of Offerors- Terms and Conditions.....           | 09 |
|      | 1.0 General Information .....                                     | 09 |
|      | 2.0 Offer Submittal .....   | 09 |
|      | 3.0 Opening of Responses.....                                     | 09 |
| V.   | Specifications .....  | 10 |
| VI.  | Evaluation Matrix .....   | 18 |
| VII. | Forms .....   | 19 |

## I. NOTICE TO PROPOSERS

Texans Can is soliciting proposals for the products, services and solutions per the specifications stated in this solicitation document.

It is the intention of Texans Can to engage a vendor to replace a roof at 10914 S. Gessner, Houston, TX 77071.

Proposals shall be submitted in an envelope marked on the outside with the offeror's name and address and Qualification Statement number RFP #ROOF 3-2019 to:

Texans Can  
Attention: Marian Hamlett  
RFP #ROOF 3-2019  
325 West 12<sup>th</sup> Street  
Dallas, Texas 75208

Proposals will be received at the above address until March 18, 2019 by 3:00 PM CDT. Proposals will be opened as received.

Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. Vendors must submit sealed proposals together with any material required by this RFP by the time and date specified. Failure to provide the requested information in its entirety may be grounds for disqualification of response.

Texans Can reserves the right to accept or reject any or all responses, to waive technicalities and to accept the qualification deemed most advantageous to the Member(s).

## II. INSTRUCTIONS TO OFFERORS

### 1.0 General

The following instructions are intended to afford offerors an equal opportunity to participate in the proposal process.

1.1 Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these sections become a part of any resulting contract.

1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal/qualification statement) is submitted will be construed by Texans Can to indicate that the offeror agrees to carry out the furnishing of products, services and solutions in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested by e-mail to [facilities@texanscan.org](mailto:facilities@texanscan.org). Inquiries must be submitted no later than 3 (three) business days prior to the submittal deadline date. Oral explanations or instructions will not be binding. Any

information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposal or if the lack of such information would be prejudicial to uninformed offerors.

1.4 A functional area expert or a day-to-day contract administrator or manager for Texans Can may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by Texans Can. An authorized employee of Texans Can will make modifications to contracts/agreements. If a vendor acts on the guidance of a Texans Can employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a Texans Can employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

1.5 Texans Can's procurement official for this contract is Malcolm Wentworth. Questions regarding specifications may be directed to Malcolm Wentworth by e-mail at [facilities@texanscan.org](mailto:facilities@texanscan.org).

1.6 The terms *offeror*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document.

## 2.0 Scope of Work

Offerors are expected to examine the scope of work, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Any offer not submitted in accordance with Section VI. Forms may be considered to be non-responsive.

## 3.0 Information Required

Each offeror shall furnish the information required by the RFP documents. The offeror shall sign the Offer Form and the Felony Conviction Notification and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Qualification Statements signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to Texans Can.

## 4.0 Submissions of Qualified Statements

Sealed Qualification Statements shall be submitted in an envelope marked on the outside with the offeror's name and address and the RFP number/name. Qualification Statements must be submitted in sufficient time to be received and date/time stamped at Texans Can's Office on or before the published deadline date and time shown on the RFP. Qualification Statements received after the published time and date cannot be considered and will be destroyed or held for pickup by the offeror. Qualification Statements may be delivered to:

Texans Can  
Attention: RFP Solicitations  
325 West 12<sup>th</sup> Street  
Dallas, Texas 75208

Please return only the offer forms and affidavits unless exceptions to the proposal document itself are made.

#### 5.0 Discussions/Negotiations

Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, Texans Can reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by Texans Can and will include only those initial offers that Texans Can determines have a reasonable chance of being awarded a contract. In the event discussions/negotiations are conducted, vendors must submit a final offer if it varies from their original proposal submission. The final offer is subject to the same submittal format requirements and deadline requirements as the original offer, unless otherwise stated by Texans Can.

#### 6.0 Modifications or Withdrawal of Proposals

Proposal may be modified or withdrawn by written notice received by Texans Can prior to the exact hour and date specified for submittal deadline.

#### 7.0 Opening Proposals

All proposal shall be opened as soon as received. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in proposal shall not generally be open for public inspection, but Texans Can's records are a matter of public record.

### **III. GENERAL CONDITIONS**

#### 1.0 Scope Proposal

Texans Can is accepting Request for Proposals for a qualified vendor to replace a roof at 10914 S. Gessner Houston TX 77071.

1.1 This RFP is in six (6) parts/sections: I. Notice to Offerors; II. Instructions to Offerors; III. General Conditions; IV. Responsibilities of Offerors; V. Scope of Work; and VI. Forms. These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.

1.2 This is a specific award for the services specified

1.2.1 Member is not required to purchase from the Vendor requirements in excess of the estimated value of this contract.

1.2.2 Member reserves the right to negotiate with successful offeror(s) for similar products specified in this RFP during the period of this contract.

1.2.3 Member may increase or decrease values and/or quantities during the contract period at the same per line cost providing written notice to the Vendor.

1.2.4 All values and/or quantities in this contract are considered estimates only, and will not necessarily be purchased by this contract.

1.2.5 If Member urgently requires delivery of any specific item or service under this contract before the delivery date specified herein, and the Vendor is unable to provide for the accelerated delivery, Member may acquire the required product(s) from another source.

## 2.0 Conditions of Agreement

The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

1. Contract Specification (Section V.)
2. Responsibilities of Offeror (Section IV.)
3. Instructions to Offerors (Section II.)
4. General Conditions (Section III.)
5. Notice to Offerors (Section I.)
6. Forms (Section VI.)

## 3.0 Qualification Statement Submittal

A signed, submitted qualification statement constitutes an offer to perform the work and/or deliver the product(s) or solutions specified in the solicitation.

## 4.0 Scope of Services

The offeror shall note in writing any deviations, including manufacturer and/or model, from the scope of services and shall submit those changed scope of services as alternates.

## 5.0 Criteria for Selection

The Vendor selected for an award will be the Vendor whose Qualification Statement, as presented in the response to this RFP, is the most advantageous to Member(s). Member is not bound to accept the lowest priced Qualification Statement if that is not in the best interest of Member as determined by Member. Detailed Vendor evaluation criteria can be found in Exhibit A.

## 6.0 Selection Process

Texans Can will award contracts based upon the Qualification Statement receiving the highest combined point total as seen in the Evaluation Matrix located in Exhibit A. Contracts may be awarded on a lump sum or unit price basis. In determining the "best value" or "qualified" offer Texans Can will consider other factors such as: compliance with the RFP documents, suitability, cost of operations, cost of maintenance, delivery requirements, training requirements, warranties, availability of Vendor, past performance, and any other factors Texans Can deems necessary to evaluate a response in addition to the criteria listed in this RFP.

## 7.0 Submission of Response

A submission of response to this RFP indicates Vendor's acceptance of Texans Can's evaluation technique. Texans Can reserves the right to award a Vendor as a secondary source. Upon award, Vendor understands prompt payment or cash discount period will start immediately from date of acceptance of an invoice by Member(s) or from date of receipt of acceptable products, whichever is later.

## 8.0 Reservation of Rights

Texans Can and TEXANS CAN expressly reserve the right to:

1. Reject or cancel any or all Qualification Statements;
2. Waive any defect, irregularity or informality in any Qualification Statement or RFP procedure;
3. Waive as an informality, minor deviations from specifications at a lower price than other Qualification Statements meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
4. Reissue an RFP;
5. Consider and accept an alternate Qualification Statement as provided herein when most advantageous to Member(s);
6. Cancel the contract with a thirty (30) day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds;
7. Procure any item or services by other means to meet time-sensitive requirements; and/or
8. Remove or change any part of this RFP before responses are submitted.

## 9.0 Acceptance

Acceptance of an offeror's proposal for service agreements will be by letter of acceptance. Unless the offeror specifies otherwise in his/her proposal, Texans Can may award agreements for any item or group of items shown on the RFP.

## 10.0 Termination

Texans Can shall have the right to terminate for default all or any part of this contract if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Texans Can may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

11.1 Texans Can have the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

11.2 Texans Can may terminate the contract and debar the Vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

## 11.0 Interpretation

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

## 12.0 Applicable Law

It is the Vendor's responsibility to be aware of and remain compliant with all local, state, and federal laws governing the sale of products, services and solutions identified in this RFP.

Applicable laws and regulation must be followed even if not specifically identified herein.

#### 13.0 Notification of Criminal Record

The person or entity submitting an offer must give notice to the Member(s), at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

#### 14.0 Indemnification

The awarded Vendor and its agents, partners, employees, and consultants, shall and do agree to protect, indemnify and hold harmless Texans Can and its participants, administrator, employees and agents (hereinafter "Indemnitee") against any and all claims, damages, losses and expenses, including attorney fees arising from or in connection with, or caused by any act, omission, or negligence resulting directly or indirectly from the performance of services, provision of goods and any actions of the Vendor or any person subject to the Vendor's control (hereinafter "indemnitor"). In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. Vendor shall protect and indemnify the Member from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States or international patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Vendor or by the Member at the direction of Vendor of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the Member shall promptly notify Vendor and Vendor shall be given full opportunity to negotiate a settlement. Proposer does not warrant against infringement by reason of the Member's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the Member agrees to cooperate reasonably with Vendor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

#### 15.0 Use by Other Government Entities

The Texas Education Code 44.031(a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. As such, TEXANS CAN has executed Interlocal Agreements. The successful Vendor(s) has the option to provide products, services and solutions to any other participant in the cooperative.

#### 16.0 Insurance

Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded Vendor shall give notice to the participating entity a minimum of ten (10) business days prior to any modifications or cancellation of policies. The awarded Vendor shall require all subcontractors performing any work to maintain coverage as specified.



### 17.0 Reproduction, Distribution, Assignment and Delegation

Copies of this Request For Qualification Statement document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the Vendor registered as the plan holder must submit his/her Qualification Statement on the original Request For Qualification Statement document. NOTE: Vendors may not collaborate with any other vendor in preparing his/her proposal.

Texans Can owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as vendors qualified to provide the goods and/or services required in this document.

No contract right or interest resulting from this RFP shall be assigned or any obligation delegated by offeror without the written permission of Texans Can.

## **IV. RESPONSIBILITIES OF OFFERORS - TERMS AND CONDITIONS**

### 1.0 General Information

The RFP process is an open and fair interactive negotiation process. Texans Can will provide each Vendor with the same information. Texans Can will use best efforts to conduct a free exchange of dialogue with each Vendor to communicate the needs and offer.

Texans Can reserve the right to add, suspend or delete Vendors throughout the term of this contract.

### 2.0 Offer Submittal

Vendors are required to submit a response as specified in this RFP in Section VI. Forms. Do not include any miscellaneous information, such as marketing materials, unless specified otherwise by Texans Can. Failure to adhere to response guidelines may result in removal of the Vendor. In addition, any response received after the deadline will result in removal of the Vendor.

### 3.0 Opening of Responses

All responses shall be opened in the manner in which they were received. All responses will be kept confidential until the award is final. After award has been received, Texans Can's records are a matter of public record unless information is to be kept confidential as a matter of law.

## V. SPECIFICATIONS

The purpose of this Request for Proposals is to engage a vendor replace a roof at 10914 S. Gessner Houston TX 77071. See specifications below

### **Project: Acrylic SW Metal Roof Restoration on Existing Metal Roof**

#### **Building and Location Address**

10914 S. Gessner Houston TX 77071

- Existing metal building with 2 awnings. Building floor sq. footage is estimated at 46,900 sq. ft.
- Roof surface area, stretch factor, roof pitch and waste are not included in roofing sq. footage estimate
- Please utilize a metal roof estimating guide

#### **Type of Roofing Specified ER Systems Elastomeric Roofing**

Application of ER Systems Polymer (Elastomeric) Sealants applied to Existing Metal Roof

#### **Scope of Work and Requirements**

- Provide required Roofing PERMITS / City of Houston (if required)
- Prepare Existing Metal Roof Surface Power Wash entire roofing surfaces to remove all loose scale and foreign matter
- Tighten or Replace existing metal Fasteners to secure metal roofing panels, laps and seams
- Install additional fasteners or stitch screws to close any gaps or excessive movement in the roofing panels
- Any Gaps of 1/16" will require back fill with Permthane Caulk
- Spot prime over any existing rust, fasteners, peripheral metal and valleys
- Remove existing Rake Trim and re-seal adjoining roofing gutter
- Re-seal joint laps on the gutter, coat the interior of the gutter with aluminum coating
- Apply HER High Performance Urethane Sealant to all horizontal and vertical seams, rake flashings, penetrations, head, deck and wall fasteners.
- For the existing gutters abrade inside, solvent wipe, HER seams and apply two coats of Finish Coat aluminum at .5 gal each
- Apply the ER Systems Acrylic SW at a rate of 3 gallons per sq. in two passes. (1.5 gal per sq. ft. for the base coat and 1.5 gal per sq. ft. for the finish coat
- Provide Texans Can with an ER Systems manufacturer's inspection and 15 year warranty covering labor and materials
- Roofing Contractor to provide all roofing debris removal, dumpster or trucking services for removed material and construction waste and provide daily site cleanup during project

- Provide Texans Can with an ER ROOFING Systems Manufacturer Inspection, verifying the new roofing system meets the specific roofing manufactures' installation guidelines
- Include with the Proposal a TOTAL COST with the specifics for building and a complete Payment Schedule
- Provide details for any / all Exclusions to the Proposal



## METAL ROOF RESTORATION

Restore and Cool Roofs.



### GET THE PROJECT DONE FAST WITH FABRIC-LESS ROOF COATING SYSTEMS

- Longest performing system in the industry
- Polyurethane fabric-less seam sealer since 1977
- System bends and stretches with roof
- Less disruption for your business

HIGHEST PERFORMING SYSTEMS. LOWEST APPLIED COST.



Prepare the roof. Prep and clean the roof, removing dirt and debris.



Prime all rust with ERSystems Acrylic Metal Rust Primer or Polyurethane Metal Rust Primer.



H.E.R. Polyurethane Sealant is applied to the seams, fasteners and penetrations and then smoothed with a brush.



Apply 2 coats of ERSystems Acrylic 1000 Plus/SW or Polyurethane 300 Finish Coat.

## Why Choose a Metal Cool Roof Restoration System?

- Because no fabric is used on the vertical and horizontal seams; issues such as trapped moisture, air pockets and excessive installation labor are no longer a concern.
- Restoration costs may be as low as 20% of total tear-off and replacement costs; materials are easily applied.
- Makes the inconvenience, risk and environmental implications of roof tear-off unnecessary.
- Restoration may be expensed, while roof replacement must be capitalized.
- ERSystems Metal Roof Restoration System has over 30 years of proven performance and is tested and approved by UL and FM Global.
- Repairs are fast and economical.
- Reduces future maintenance costs.
- 80 mils of protection over problem seams, fasteners and around penetrations.





# H.E.R. FABRIC-LESS FLASHING GRADE POLYURETHANE ROOF SEALANT

## TECHNICAL DATA SHEET

### PRODUCT DESCRIPTION:

ERsystems® H.E.R. is a flashing grade single component moisture-cure polyurethane roof sealant. H.E.R. is a tough, seamless elastomeric roofing membrane that has excellent adhesion to a wide variety of substrates.

### TYPICAL PROPERTIES:

| Property   | Typical Value               |
|--|-----------------------------|
| Percent Solid:   | 80%                         |
| Viscosity:   | 120,000-160,000 cps         |
| Ultimate Elongation:<br>ASTM D412  | 400%                        |
| Ultimate Tensile Strength:<br>ASTM D412  | 300-350 psi                 |
| Permeability:<br>ASTM E96  | 1.2 perms (at 30 dry mils.) |
| Weight/Gallon  | 7.4 lbs.                    |
| VOC Content  | 186.9 g/l EPA Method 24     |
| Shore A Hardness:<br>ASTM D2240  | 40                          |
| Low Temp Flexibility:<br>ASTM D412   | Pass at -60° F              |
| Flash Point  | T.C.C. 109.9° F (43.3° C)   |
| Resistance to Weathering:<br>ASTM D822   | Excellent                   |
| Chemical Resistance  | Excellent                   |
| ** The shelf life for an unopened container stored at temperatures between 60°F (15.6°C) and 95°F (35°C) is 12 months from date of manufacture. Store out of direct sunlight in a cool, well-ventilated area. Avoid storing container directly on the floor or against an outside wall |                             |

### TYPICAL USES:

Uses include waterproofing metal roof seams and fasteners and flashing around roof penetrations where roof movement causes cracking and moisture penetration. H.E.R. has also found extensive use in sealing metal gutters. H.E.R. will also seal polyurethane foam, wood and concrete.

### PACKAGING:

- Packaging is standard in 10.1 oz. cartridges, 20 oz. sausages, 1 gallon, 2.5 gallon and 5 gallon pails.

### PACKAGING:

- Standard color available is aluminum gray.

### APPLICATION EQUIPMENT:

H.E.R. can be applied by brush, roller and may be pumped by conventional airless spray equipment.

- **Brush or Roller:** Recommended for flashing. Use a coarse, short bristle brush.

**Airless Spray Equipment:** H.E.R. can be pumped with the following equipment, and extruded into place on the metal roof. The pump must be capable of producing a material output of 2 gallons per minute at 3,000 psi. Ability to pump H.E.R. is typically related to the inlet plumbing to the pump. An unrestricted 1 1/2" inlet works well. To reduce the pressure required at the pump 3/4" high pressure hoses perform best. To extrude the H.E.R., the gun is either removed or fitted with a wand without a tip and potentially with a flanged end to deliver a bead 3/4 to 1" wide.

### APPLICATION:

#### Over Metal:

H.E.R. can be pumped with the following equipment, and extruded into place on the metal roof. The pump must be capable of producing a material output of 2 gallons per minute at 3,000 psi. Ability to pump H.E.R. is typically related to the inlet plumbing to the pump. An unrestricted 1 1/2" inlet works well. To reduce the pressure required at the pump 3/4" high pressure hoses perform best. To extrude the H.E.R., the gun is either removed or fitted with a wand without a tip and potentially with a flanged end to deliver a bead 3/4 to 1" wide.

H.E.R. may be used to seal around all roof

penetrations, skylights, gutters, valleys, etc. Brush 60 mils of the sealer in a stripe 3" to 4" wide in each dimension around the penetration. If gaps exist or excessive roof movement is noted around penetrations, seams or fasteners the H.E.R. may be reinforced with Polyester fabric embedded into the coating.

Two coats of H.E.R. may be required in some areas to achieve the 60 mils film thickness.

- Metal surface must be dry and free of frost or dew. Best application will be achieved when H.E.R. is at least 60° F (15.6°C) and the surface to which it is applied is 40° F (4.45°C) or higher and rising in temperature.

- After the initial cure (approximately 12 - 24 hours at 75° F (23.9°C) and 45% R.H.) is complete, all seams should be inspected for continuity of the coating membrane. H.E.R. may then be finish coated with Polyurethane 300 Finish Coat White or Gray, Acrylic 1000 Plus, OneStep Plus or another approved finish. Weather related conditions such as frost, dew, mist, condensation, humidity, and temperature must be taken into consideration prior to coating. Temperature

should be above 40°F (4.45°C), more than 5°F above the dew point and rising, for best application results.

- Do not apply over Silicone coatings or silicone caulks. Do not apply over fresh asphalt coatings, coal tar coatings or plastic roof cement.

**Over Other Substrates:**

- H.E.R. may be used for sealing substrates such as polyurethane foam, concrete, plywood, aged BUR, aged Modified Bitumen single-ply, etc. H.E.R. is typically used to seal cracks, penetrations and other points where a high solids tough coating is required.

**TEMPERATURE CONSTRAINTS:**

Cold temperatures influence viscosity and pumping/handling characteristics of H.E.R.. Heat increases and cold decreases the flow of H.E.R.. When temperatures fall below 60°F (15.6°C), H.E.R. can best be applied after storage at 70°F for a minimum of 48 hours prior to usage. For ease of application, material temperature should be 60°F (15.6°C) minimum. If H.E.R. is to be pumped at temperatures below 60°F (15.6°C) insulated or heated hoses may be required. For additional cold weather application techniques and information, consult ITWPSNA. The service temperature range is -65°F (-53.9°C) to 180°F (82.2°C). The substrate temperature range for application is 40°F (4.45°C) – 120°F (48.9°C).

**LIMITATION:**

H.E.R. cures by reacting with air moisture. Partially used containers should not be left open and exposed to the air. Curing in the once opened container can be slowed by placing plastic wrap directly over the surface of the coating and tightly resealing the container. If a cured film has formed on the top of the product it should be carefully cut away prior to mixing the remainder of the product in the container. The surface film formation does not affect the performance of the remaining product.

**CLEAN UP:**

Upon completion of the application all tools, hoses, and equipment must be cleaned with acetone.

**CAUTION!!!**

H.E.R. contains a polyurethane resin and an aromatic solvent blend. If swallowed, do not induce vomiting. If splashed in eyes, flush with clean water for a minimum of 15 minutes. In either case, call physician immediately. If splashed on skin, wash thoroughly with soap and water. Avoid breathing vapors and spray mists. Use only with adequate ventilation. Proper eye protection and protective clothing for the skin should be worn. May produce severe dermatitis and bronchial spasms. Keep away from heat, sparks and open flames. Close container after use. Keep out of reach of children. For professional use only.

The flow of material through pump and system could create static electricity. When pumping flammable materials, all equipment must be properly grounded to prevent static discharge and sparking, which could cause fire or explosions. Use only conductive or grounded air and material hoses, and be sure that you compressor and pump are properly grounded per manufacturer's recommendations. Do not cut or weld on or near empty containers.

**PRIOR TO USE OF THIS MATERIAL,  
READ ALL APPROPRIATE SAFETY DATA SHEETS**

**EXCLUSION OF WARRANTIES:**

AS TO THE HEREIN DESCRIBED MATERIALS, ITW POLYMERS SEALANTS NORTH AMERICA, INC. MAKES NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SINCE THE USE OF THE HEREIN DESCRIBED MATERIALS INVOLVES MANY VARIABLES IN METHODS OF APPLICATION, HANDLING AND/OR USE, THE USER IN ACCEPTING AND USING THESE MATERIALS ASSUMES ALL RESPONSIBILITY FOR THE END RESULT. THE PURCHASE OF THIS ITW POLYMERS SEALANTS NORTH AMERICA, INC. PRODUCT IS SUBJECT TO THE TERMS AND CONDITIONS OF AN "AS IS" SALE, AND IF THE PRODUCT IS PROVED TO BE DEFECTIVE, THE EXCLUSIVE REMEDY, AT ITW POLYMERS SEALANTS NORTH AMERICA, INC.'S OPTION, SHALL BE TO REPLACE THE DEFECTIVE ITW POLYMERS SEALANTS NORTH AMERICA, INC. PRODUCT. ITW POLYMERS SEALANTS NORTH AMERICA, INC. SHALL NOT OTHERWISE BE LIABLE FOR LOSS OF DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY.

Complete technical information is available from  
ITW Polymers Sealants North America, Inc.



# ACRYLIC METAL RUST PRIMER Modified Acrylic Primer

## TECHNICAL DATA SHEET

### PRODUCT DESCRIPTION:

ERSystems® Acrylic Metal Rust Primer is a modified acrylic waterborne primer serving multiple purposes. It may be used as a primer and as a finish coat. White in color, air dry, great adhesion and excellent corrosion resistance. It shows superior re-coat ability and exterior durability.

### TYPICAL PROPERTIES:

| Property          | Typical Value                                  |
|-------------------|--|
| Percent Solids:   | BY Volume 34-36%, By Weight 40-42%             |
| Viscosity:        | 5000 cps, 65-70 KU                             |
| Elongation:       | 100% at 75°F (23.9°C)                          |
| Tensile Strength: | 200 psi  |
| Weight/Gallon     | 9.10 lbs/gal                                   |
| Gloss             | Flat   |
| VOC Content       | 66 g/l   |
| Shelf Stability   | 8 months                                       |
| Cure Time         | 1-2 hours to recoat (70°F/21.1°C) and 45% R.H. |
| Dry time          | Set to Touch-20 Minutes                        |
| Track Free        | 30-45 Minutes                                  |

### TYPICAL USES:

May be applied over marginally prepared metal surfaces such as structural steel, galvanized sheet metal, steel decking, aluminum and over concrete. Apply at .33 gallon (1.25 liters) per 100 square feet (1.5 - 2 dry mils.) to 0.5 gallon (1.89 liters) per 100 square feet (3-4 dry mils.). More is not better in the case of Acrylic Metal Rust Primer.

### PACKAGING:

- Packaging is standard 5 gallons pails and 55 gallon drums.

### PACKAGING:

- Standard color: White

### APPLICATION EQUIPMENT:

Application may be by brush, roller or airless spray.

- **Brush or Roller:** Recommended for flashing, small inaccessible areas or where over spray may be a problem. Use a paint brush or a standard medium or coarse nap roller.
- **Airless Spray Equipment:** Airless spray equipment should be capable of 1 gallon per minute capacity at 3000 psi. Acrylic Metal Rust Primer is designated a "medium elastomeric coating" with medium viscosity for pump purposes. 1/2" high pressure hoses perform well. The airless spray gun

should be equipped with a ball-bearing swivel for ease of handling. Recommended orifice size is .017" diameter, wide-angle fan pattern. A reverse-a-clean nozzle is recommended. Exact orifice size will vary with temperature of the material and weather conditions.

**SURFACE PREPARATION:** Ferrous substrates must be prepared properly for maximum corrosion protection and long service life. All loose rust must be removed by power washing, wire brushing or sand blasting.

New steel and aluminum surfaces should be cleaned or brushed to a 2 mil profile to achieve maximum adhesion.

New galvanized or galvalume steel must be cleaned to remove any rolling oils or grease before application of Acrylic Metal Rust Primer.

Non-ferrous substrates should be wire brushed to remove all loose coatings, rust, scale, or other contaminants. Prior to coating, wipe clean with a recommended clean-up solvent.

Existing coatings must be tested to determine compatibility and intercoat adhesion. Apply a test area of 6 - 12 sq. inches of Acrylic Metal Rust Primer embed polyester leaving a fabric tail exposed and allow to cure. A 90° pull on the fabric tail will provide an indication of adhesion.

**APPLICATION:** Recommended application on smooth surfaces is to spray apply in one wet full coat to a wet film thickness of 6 - 8 wet mils (1/3 - 1/2 gallon (1.25 liters- 1.89 liters) per 100 square feet. Minimum recommended dry film thickness is 3 mil. A "tack" coat is not recommended. On porous or very rough surfaces, it may be beneficial to backroll or brush a first coat to work the primer into the surface with mechanical action. This should be followed by a spray applied full wet coat. Alternatively, rough or porous surfaces can be given two wet full coats by spray at 1/3 (1.25 liters) per gallon per 100 square feet.

**CURING AND RE-COAT TIME:** Relative humidity has a substantial effect on application and cure time. 85% R.H. or more will significantly slow dry times. 20% R.H. or less will tend to cause dry overspray problems. Application techniques and viscosity may have to be adjusted to ensure even results during extremes in relative humidity.

Under normal drying conditions of 70°F (21.1°C) and 45% R.H. Acrylic Metal Rust Primer will be ready to re-coat in 1 - 2 hours.

ITW POLYMERS SEALANTS NORTH AMERICA, INC.

111 S. Nursery Road, Irving, TX 75060

Tel: 972-438-9111 Fax: 972-534-3939 [www.itwsealants.com](http://www.itwsealants.com)

4/11/2017



**APPLICATION LIMITATION:**

This product dries extremely rapidly on tips and aircaps. They should be cleared frequently and immersed in water when temporarily not in use, to prevent drying and tip clogging. Once dry, overspray from this product is extremely difficult to clean up or remove. Be sure that areas that are not to be painted are well protected from overspray. Once dry, MEK may be required for clean up. The substrate temperature range for application is 40° F (4.45°C) - 120°F (48.9°C).

Do not apply when air temperature or surface temperatures are below 40° F (4.45°C).

Acrylic Metal Rust Primer must not be applied during inclement weather or if precipitation is imminent. Acrylic Metal Rust Primer should not be used in areas of ponding water.

**CLEAN UP:**

Flush all hoses, equipment, and tools with water immediately after use.

**STORAGE:**

Always store Acrylic Metal Rust Primer above 40°F (4.45°C). Keep from freezing!

**CAUTION:**

Avoid prolonged and repeated contact with skin. Do not take internally. Acrylic Metal Rust Primer Modified-Acrylic Primer may be attacked by some solvents. If solvents are to come in contact with Acrylic Metal Rust Primer Modified-Acrylic Primer, the user should test solvent on a cured sample prior to application, or request information from ITWPSNA technical services.

PRIOR TO USE OF THIS MATERIAL,  
READ ALL APPROPRIATE SAFETY DATA SHEETS

**EXCLUSION OF WARRANTIES:**

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4/11/2017

## VI. Evaluation Matrix

| Vendor Evaluation Matrix<br>Construction Services |  |   |                 |
|---|--|---|-----------------|
| America Can<br>Use Only                           | Description  | Vendor<br>Response  | Total<br>Points |
|   | What is the Vendor's business-focus on this service: Primary, Secondary or Supplemental          | <input type="checkbox"/> Pri. <input type="checkbox"/> Sec. <input type="checkbox"/> Sup. | 20              |
|   | Has the Vendor been in business for at least 12 months?  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  |                 |
|   | Does the Vendor provide services for clients with pre established design direction or prototype? | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  | 20              |
|   | Does the Vendor maintain contracts for Public Agencies?  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  |                 |
|   | Does the Vendor have at least 5 trained professionals available for client projects?             | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  |                 |
|   | Has the Vendor provided Construction Services for at least one organization (other than itself)? | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  | 35              |
|   | Does the Vendor provide contracts from pre construction to close out documents?                  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  |                 |
|   | Does the Vendor have grant and funding capabilities?   | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  |                 |
|   | Does the Vendor meet or exceed the ADA standards?  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  |                 |
|   | Is the Vendor LEED certified?  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  | 13              |
|   | Does the Vendor ensure services are compliant with OSHA?   | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  |                 |
|   | Can the Vendor provide on-site surveys of existing conditions?                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  | 12              |
|   | Can the Vendor provide additional value-added services?  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                  |                 |
| Pts:  |  | <b>Total Possible Points:</b>   | <b>100</b>      |
| <b>Notes (for Internal Use Only):</b>             |  |   |                 |

## VII. Forms

All responses must include the Forms provided in this Section. All Forms must be signed by an authorized representative or by persons who have the legal authority to bind the Offeror.

### 1.0 Required Forms

1. Vendor Application Form
2. Proposal

Vendors failing to include all necessary forms and requirements in a response may be considered non-responsive and may not be evaluated. In addition, providing any information that is not required in a response, such as marketing materials, may be grounds for rejection of any response. Texans Can reserves the right to reject any proposals. No contract is implied solely by the submission of a response to this RFQ.



## **VENDOR APPLICATION PACKET**

Texans Can Academies  
Purchasing Office 2<sup>nd</sup> Floor  
325 W 12<sup>th</sup> Street  
Dallas, TX 75208  
Phone: 214-944-1985 Fax: 214-946-3995  
[purchasing@texanscan.org](mailto:purchasing@texanscan.org)

Vendor/Company Name: \_\_\_\_\_

Submission Date: \_\_\_\_\_

---

Submission of the vendor application is used to establish a database of interested vendors and **does not guarantee approval** to provide goods and/or service. Please ensure your completed application documents include the vendor information form, the completed product categories list, the W-9 form and the Conflict of Interest form. Incomplete packets will not be included in the district vendor database.

It is the responsibility of each vendor to notify Texans Can Academies Purchasing Department regarding any change of address.

---

Purchasing Cooperative:   
LexisNexis Accurint attached:   
SAM – System Award Management attached:

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**Texans Can Officers:**

Michael T. Casey  
Fred Ertz  
Jose Maldonado  
Rudy Oeftering  
Michelle Rankine  
Regina M. Thompson  
Anna Torres  
Dale W. Young  
Daniel Cahalen  
Pamela Carroll  
Marian P. Hamlett  
Richard Marquez  
James Ponce  
Malcolm Wentworth

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**Conflict of Interest Local Disclosure**

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_ City, ST, Zip: \_\_\_\_\_

1. Are you or an immediate family member, now or were formerly, employed by the Texans Can Academies?  
 Yes  No If yes, please explain below.

2. Are you or an immediate family member, now or were formerly, related to an employee or trustees of the Texans Can Academies?  
 Yes  No If yes, please explain below.

3. Do you or an immediate family member have a financial, business, or personal interest in a business or organization with which the Texans Can Academies does business or expects to do business or with a business or organization receiving payments from the Texans Can Academies for property, goods or services?  
 Yes  No If yes, please explain below.

4. Have you or an immediate family member been a party to or involved in contractual transactions with the Texans Can Academies within the past three years?  
 Yes  No If yes, please explain below.

5. During the past five years, have you been convicted in a criminal proceeding or are you now or have been the named subject of a criminal proceeding, lawsuit, or other offenses that might be deemed material to evaluating your ability, your integrity or interests with respect to Texans Can Academies?  
 Yes  No If yes, please explain below.

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

Representative Name: \_\_\_\_\_ Position: \_\_\_\_\_