

INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

Cover Sheet

NOTIFICATION DATE: 07/16/18	TITLE Parking Garage Maintenance	SOLICITATION NUMBER: 18-064	OPENING DATE & TIME: 08/03/18 2:00 PM
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PRE-BID CONFERENCE DATE, TIME AND LOCATION:
 A non-mandatory Pre-Bid conference will be held July 23, 2018 at 11:00 A.M. local time in the Naples Parking Garage first floor west elevator located at 801 6th Ave South, Naples FL, 34102.

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:

MAILING ADDRESS:

CITY-STATE-ZIP:

PH:	EMAIL:
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FX:	WEB ADDRESS:
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AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples (City) the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

FEI/EIN Number _____

Please initial by all that apply
 I acknowledge receipt/ review of the following addendum

_____ Addendum #1
 _____ Addendum #2
 _____ Addendum #3
 _____ Addendum #4

PLEASE NOTE THE FOLLOWING

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received and date stamped by Purchasing staff prior to the above "**OPENING DATE & TIME**".
- > Submission received after the above opening date and time will not be accepted.
- > Bid Tabs or Evaluation scores will be available on the City of Naples web site www.naplesgov.com . **If you do not have computer access** and want a copy of the evaluation scores, please enclose a stamped, self-addressed envelope with your bid.

GENERAL CONDITIONS

TO ENSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached cover form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
- 3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
- 4. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
- 5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.
 - C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing

invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

7. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

9. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

10. CONFLICT OF INTEREST: All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

11. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

12. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

14. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your

proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. PROPOSAL PROTEST: The city has formal proposal protest procedures that are available on request.

16. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

17. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

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

19. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

20. PATENTS AND ROYALTIES: The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

22. ASSIGNMENT: Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

23. LIABILITY: The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a

proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Naples encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

28. ELIGIBLE USERS: All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

29. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. RENEWAL: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

32. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. ALTERNATIVE PROPOSALS: Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. PROPOSER INVESTIGATIONS: Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

37. CERTIFICATES AND LICENSES: The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF PROPOSERS: The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used

shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the solicitation number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO BID

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Bid # _____ and Description: _____

We, the undersigned, decline to bid on the above project for the following reason(s):

- ___ We are not able to respond to the Invitation to Bid by the specified deadline.
- ___ Our Company does not offer this product or service.
- ___ Our current work schedule will not permit us to perform the required services.
- ___ Specifications are incomplete or information is unclear (Please explain below).

___ Other (Please specify below)

Company Name _____

PH _____ Email _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

Submitting Vendor Name: _____

CONSTRUCTION
SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project as will be noticed in the Notice to Proceed. Should contractor fail to complete the project within this timeframe, daily LIQUIDATED DAMAGES in an amount consistent with the current Sec. 8-10.2 Florida Department of Transportation Standard Specifications will be assessed. RETAINAGE; As a method to assure completion of the total project, retainage in the amount of ten percent (10%) of all work completed will be withheld from the payment. The retainage will be released upon completion of the City's final inspection.

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. REFERENCES

Bidder must submit a minimum of three references on the form provided. Additionally, a signed and dated IRS W-9 form with EIN is required from all vendors. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

D. STATEMENT OF NO BID

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

E. BID FORMAT

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal" item is proposed, the proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the "or equal" item. The cost

of changes in related work, additional drawings which may be required to illustrate or define the substitute or “or equal” equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

F. PROPOSAL PERFORMANCE & PAYMENT BONDS

A Performance Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract. A Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars if Awarded Proposer indicates the use of any suppliers or the hiring of any subcontractor(s) within the proposal or at the time of issuance and award of a contract.

The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

G. QUESTIONS

Questions regarding this proposer packet must be received in writing in the Purchasing Division **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to:
Gerald “Jed” Secory, MBA / CPPO / CPM
Purchasing and Contracts Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
Jsecory@naplesgov.com

SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> • Submit one (1) original signature and one (1) copy of your original bid / document AND a Windows© compatible PDF of the original document on a CD or Flash / Thumb Drive that is clearly labeled. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Include any Professional Licenses that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Mandatory FORMS from this document to be included are: <u>Cover Sheet</u>, <u>References Sheet</u>, <u>Submission Checklist Sheet</u>, <u>IRS W-9 (Nov 2017)</u> and <u>Cost / Compensation Schedule</u>. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with bid addenda initialed. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Bid document needs to be received by the OPENING DATE & TIME indicated on the Cover Sheet. The mailing envelope must be addressed to: <div style="text-align: center; padding-left: 40px;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div> 	<input type="checkbox"/>
<p style="text-align: center;">The mailing envelope must be sealed and marked with: Number: 18-064 Title: Parking Garage Maintenance Opening Date: 08/03/18</p>	<input type="checkbox"/>

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: _____

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City of Naples FL
Invitation to Bid # 18-064
Parking Garage Maintenance

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Scope of Work

The City is seeking bids to remove and re-install new backerrod and sealant at structural joints and furnishing all materials, labor and equipment for the interior and exterior painting of the Naples Parking Garage structure located at 801 6th Ave South, City of Naples FL.

SPECIFICATIONS FOR PARKING STRUCTURE JOINT RE-SEALING

A. SCOPE OF SERVICE:

Removal and re-install of new backerrod and sealant at structural joints. The structure is four levels and has over 300 parking spaces. Work to be completed includes:

1. Remove all existing sealant and backerrod from expansion joints at:
 - a. Joints between double T sections: 6,520 linear ft
 - b. Total length along interior wall: 3,031 linear ft
 - c. Misc joints at turns: 2,244 ft
 - d. Total joint length = 11,795 linear feet.
 - e. Expansion joints measurements should be field verified by contractor before bidding.
2. Inspect steel connecting plates and mechanically clean or sandblast, apply two coats of Sherwin Williams Epoxy Mastic to all exposed steel, top and bottom.
3. Prepare joints according to manufacturer specification for installation Tremco Dymetric 240 Multi-Component Polyurethane Sealant (Exhibit A).
4. Install new backerrod and sealant. The color will be determined prior start of the project.
5. Clean area of work.
6. Submit certificate of warranty for 5 years.
7. The City will close the parking garage for 30 days from the notice to proceed or start work date. The contractor will have 30 days to complete work.
8. All debris is to be disposed at end of every day by hauling away and no equipment parked or stored in parking area will be allowed.
9. All licensing, insurance, permits, inspections and cost associated with the project is contractor responsibility.

SPECIFICATIONS FOR PAINTING PARKING STRUCTURE

B. SCOPE OF SERVICE:

Furnish all materials, labor and equipment for the interior and exterior painting of parking structure.

1. To prepare and repaint interior & exterior surfaces to include:

- a. All Interior & exterior Stucco Surfaces
 - b. All Interior Walls and Ceilings of Parking Garage
 - c. All Ceiling Pipes-Previously Coated
2. Areas not to be painted:
- a. Areas Not Listed Above to include:
 - b. Concrete Floors
 - c. White Aluminum Lattice work

PREPARATION AND MATERIAL APPLICATION OF SURFACES TO BE PAINTED

3. Pressure Cleaning
- a. All interior and exterior surfaces are to be pressure-cleaned using a minimum of 3000 Lb. P.S.I. to obtain a sound substrate and to remove all loose paint and surface contaminations such as, salt deposits, mildew, and algae. Pressure cleaning is not to precede application of sealer coat by more than three (3) weeks. NOTE: Special attention should be paid to ensure that all loose material is removed exposing a sound substrate. Where algae are present, the areas may appear to be clean after pressure cleaning and still be contaminated. The manufacturer's representative will inspect and clear these areas along with the remaining areas before the sealer application begins.
 - b. On any and all areas where mildew is present, remove mildew using bleach and water. Follow manufacturer's precautions and handling instructions on bleach products. Shrubbery which cannot be readily covered should be sprayed with water before bleach solution is applied and again afterward.
4. Primers and Sealer Application
- a. Stucco surfaces that exhibits chalking after proper cleaning, are to be sealed with Sherwin-Williams Loxon Guide Coat 100% Acrylic Conditioner, A24-100 Series. This material is available in clear and pigmented.
 - b. NOTE: Before the sealer application is started, the Sherwin-Williams representative will examine the surfaces in order to verify that a sound substrate has been achieved.
Areas that are not to receive sealer will have to be pre-approved by the owner and the Sherwin-Williams representative.
 - c. All metal pipes attached to building shall be wire brushed to remove all loose or flaking paint and rust and the unpainted areas will be primed with Kem Kromik Metal Primer then coated with S/W Industrial Alkyd Enamel, B54 Series.

5. Patching (Prior to application of finish coats and after sealer coats)
 - a. All hairline cracks and shrinkage cracks of 1/16 of an inch or smaller shall be bridged using S/W ConSeal Smooth or Textured Elastomeric Patches, A5 Series by applying the product generously over the center of the crack. Then using a broad knife or brush, feather the material out on both sides of the crack and crowned on center to allow for any movement.
 - b. Cracks of greater than 1/16 of an inch should be routed out to forma "V". The joint should be cleaned and then be primed using S/W Loxon Guide Coat 100% Acrylic Conditioner, A24-100 Series. Caulk the joint using Pro Select Stampede One Component Polyurethane Sealant. Then apply a coat of S/W ConSeal Smooth or Textured Elastomeric Patches, A5Series in a similar manner to the hairline cracks above.
 - c. All loose, broken or spalled stucco is to be removed and the area repaired based on the amount of square footage agreed upon between the owner and contractor. Conform patch to match existing surfaces as closely as possible. All replaced stucco must cure a minimum of three (3) days and must be primed using S/W Loxon Guide Coat 100% Acrylic Conditioner, A24-100 Series.
 - d. All previous crack repairs that have re-opened are to be treated as noted in 1 and 2. Note: Remove all existing material applied on initial repair. All repairs are to be textured in a way that will match the adjoining surfaces as closely as possible.
 - e. NOTE: This specification does not address the repair of concrete or structural damage. A structural engineer of the owner's choice should address these repairs. Without the proper repair to these areas you may see some deterioration of our coating.

6. Caulking (prior to application of finish coats and after sealer coats)
 - a. All deteriorated sealants are to be removed and the joints are to be cleaned and wiped out with Xylene. These joints along with the ones listed below are to be caulked using S/W Pro Select Stampede One Component Polyurethane Sealant.
 - b. All penetrations, including electrical and plumbing fixtures.
 - c. All vertical changes in wall direction.
 - d. Between dissimilar materials, such as wood to stucco, metal to stucco, etc.
 - e. NOTE: Some sealants are not always compatible with all other architectural sealants. Therefore, determination of the type of material to be caulked over is essential before proceeding with any caulking of areas. All sealant joints are to be a minimum of ½ inch wide. This will allow for at least ¼ inch adhesion to both sides of the joint.

7. Materials to be Used

- a. All materials are to be delivered to the building in unopened factory labeled containers.
 - b. All Stucco Surfaces, Walls and Ceilings.
 - Sealer - S/W Loxon Guide Coat 100% Acrylic Conditioner, A24-100 Series
 - Finish - S/W SuperPaint Exterior Latex Satin, A89-100 Series
 - c. NOTE: If the owner approves for the contractor to spray the above material, Sherwin-Williams will require that all sprayed areas be back-rolled. The Contractor is responsible to own and use a wet film thickness gauge to check application as he proceeds.
8. Metal Pipes and Miscellaneous Metal
 - a. Spot Primer - S/W Kem Kromik Universal Metal Primer, B50 Series
 - b. Finish - S/W Industrial Alkyd Enamel, B54 Series
9. Requirements for Bidding Contractor
 - a. Paint coatings are not to be applied during adverse weather conditions.
 - b. Reasonable care will be taken to protect all areas and foliage from paint spillage.
 - c. Contractor will make inspection as job progresses, and at completion is to remove old caulking materials, empty cans, etc.
 - d. All work is to be done in a neat, professional manner, in complete compliance with all recommendations issued or published by the manufacturers of each material used and, in a manner, so as not to interfere with the general business of the owners or their employees.
10. Delivery, Storage and Handling
 - a. Deliver all materials to job site in unbroken containers bearing manufacturer's brand, product name and number plus color designation.
 - b. Store materials and equipment at site in properly ventilated and secured areas assigned for this purpose by building manager. All receiving, opening and mixing shall be done in this location.
 - c. Comply with manufacturer's recommendations as to environmental conditions under which material can be applied.
 - d. Protect adjacent surfaces from spattering or overruns using adequate drop cloths, masking, etc., as necessary.
 - e. Repair or cause to be repaired any surfaces damaged by operation.
11. Manufacturer's Warranty and Inspection by an Authorized Representative
 - a. Deliver all materials to job site in unbroken containers bearing manufacturer's brand, product name and number plus color designation.
 - b. Upon completion of the entire project as specified in the specifications, the Paint Manufacturer must furnish a Non Pro-rated Seven(7)Year Limited

Warranty on the stucco materials. The Limited Warranty must provide seven (7) years of service from the date of purchase without peeling, blistering, cracking or other deterioration of the surface caused by defects in the paint system (see attached warranty).

- c. The manufacturer's representative will inspect each phase of the paint system's operations to include:
 - a. Preparation and pressure cleaning.
 - b. Applications of sealers, caulking and patching.
 - c. Application of finish coat.

- d. These specifications and the contractor's quotations are predicated upon a general review of the building, whereas commencement of work may reveal unforeseen conditions affecting extras and changes. This specification has been written for the purpose of identifying the products and procedures to be followed based upon the scope of work herein defined. A preliminary visual inspection was performed prior to writing these specifications. However, the inspection and these specifications do not necessarily encompass certain conditions and/or inherent problems that may exist in the building structure. These conditions may be but are not limited to: faulty roof or window structures, stucco and/or masonry degradation, loose railing stanchions and/or any other existing conditions which may directly or indirectly affect the adhesion and performance of any newly applied coating system. Therefore, it may be necessary to solicit the expertise of an engineer to determine any additional remedies to be implemented in conjunction with these specifications.

C. AWARD OF BID

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

D. CONTRACT MANAGEMENT

Travis Delashmet and/or his authorized representative will serve as the City's Contract Manager.

E. LICENSES AND PERMITS

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal.

Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

The permit process shall begin within 48 hours of award and the work shall commence on September 5th 2018.

F. INSURANCE

Successful contractor(s) shall furnish proof of insurance as per specifications. Contractors should investigate and determine if they hold the necessary insurance prior to bid submittal.

G. CONDUCT

The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples and shall at all times be courteous to the public. Although uniforms are not required, proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

H. CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State standards while working on City, County, or State roads as a sub-contractor of the City.

I. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

J. SCHEDULING OF WORK

1. All work will be performed Monday through Saturday.
2. The City will close the parking garage for 30 days from the notice to proceed or start work date for work to be completed. The Contractor will have 30 days to complete the work.
3. The Contractor will correct work deficiencies and/or problems pointed out by the Contract Manager within 3 days of notification or sooner depending on the nature of the deficiency.

K. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed.
2. The successful bidder(s) will meet with Contract Manager and set up procedures prior to the start of work.

L. NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the Contractor until correction is made.

M. QUALIFICATIONS

The Contractor shall be licensed with a minimum of three (3) years' experience in painting, in commercial application. All bidders shall provide, with their bid proposal, a list of at least three (3) commercial references. The City reserves the right to contact these as references, in order to determine the competency of the Contractor. In addition, the licenses and experience of the designated contact person shall be supplied at bid opening.

N. INSPECTION

The Contract Manager will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. Contract Manager may authorize minor variations from the requirements of the Contract Documents.

O. REJECTING DEFECTIVE WORK

The Contract Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Parks & Parkways/Facilities Maintenance Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor immediately of unacceptable work. If work has been rejected, contractor shall correct all defective work within 3 days of notification. The contractor will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

P. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. The contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Contract Manager. The contractor shall comply with all

OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Contract Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

Q. PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

R. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

S. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal operation.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.

COST SCHEDULE

ITEM	Description	Lump Sum Cost
1	Mobilization	\$
Cost Schedule Joint Re-Sealing		
2	Remove all existing sealant and backerod from expansion joints	\$
3	Inspect steel connecting plates and mechanically clean or sandblast, apply two coats of Sherwin Williams Epoxy Mastic to all exposed steel, top and bottom	\$
4	installation Tremco Dymetric 240 Multi-Component Polyurethane Sealant	\$
5	Install new backerod and sealant	\$
6	Debris disposed	\$
TOTAL COST Joint Re-Sealing		\$
Cost Schedule Interior & Exterior Painting		
7	Pressure washing	\$
8	Materials	\$
9	Labor	\$
TOTAL COST Interior & Exterior Painting		\$
GRAND TOTAL ITEMS 1 THRU 9		\$

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES___ NO___

If "yes," please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: ___% ___ Days; Net 30 Days			

Company Name: _____

EIN: _____

Email: _____

Name and Title of individual completing this schedule:

 (Printed Name) (Title)

X _____
 (Signature) (Date)



Dymeric® 240FC

High Performance Multi-Component Polyurethane Sealant

Product Description

Dymeric® 240FC is a gun grade, multi-component, chemically curing, polyurethane sealant that includes a tintable base, curative packet, and a choice of 70 standard colors. A Limestone Pretinted version is available.

Basic Uses

Dymeric 240FC applications range from pre-cast tilt-up concrete, masonry, and exterior insulating and finishing systems (EIFS), to metal curtain walls, and perimeter joints around doors and windows. It can also be used in certain water immersion applications.

Features and Benefits

Dymeric 240FC is an all around general-purpose sealant that provides flexible, long life and durable waterproofing for both new construction and restoration projects in a fast curing formulation. Dymeric 240FC is formulated to be a lightweight material designed for extremely easy mixing, even in cold temperatures. Dymeric 240FC is a solvent-free product that is compliant with all existing VOC regulations. Please contact your local Sales Representative or Tremco's Technical Service Department for information regarding immersed conditions.

Colors

Dymeric 240FC is available as a base and curative that can be tinted to your choice of 70 standard colors, or we can match a special color for you. A color pak is not required for the pretint version.

Packaging

1.5 gallon (5.7 L) and 3 gallon (11.4 L) kits with pre-measured pouches of curing agent. Pretint in 1.5 gallon (5.7 L) only.

Coverage Rates

308 linear feet of joint per gallon for a 1/4" X 1/4" joint. For specific coverage rates that include joint size, and usage efficiencies, visit our website usage calculator at www.tremcosealants.com.

Applicable Standards

Dymeric 240FC meets or exceeds the requirements of the following specifications:

- ASTM C 920-02 Type M, Grade NS, Class 50, Use I (Class 2), T, NT, M, A and O (granite)
- U.S. Federal Specification TT-S-00227E Class A, Type II
- CAN/CGSB 19.24-M90 Class B, Type II

Joint Design

Dymeric 240FC may be used in any vertical or horizontal joint designed in accordance with accepted architectural/engineering practices. Joint width should be 4 times anticipated movement, but not less than 1/4" (6.4mm).

Joint Backing

Closed cell or reticulated polyethylene backer rod is recommended as joint backing to control sealant depth and to ensure intimate contact of sealant with joint walls when tooling. Where depth of joint will prevent the use of backer rod, an adhesive backed polyethylene tape (bond breaker tape) should be used to prevent three-sided adhesion. All backing should be dry at time of sealant application.

Pot Life (after curative packet added)

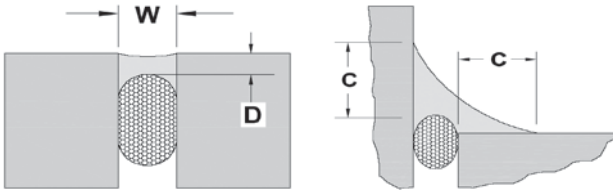
- 3.0-3.5 hours at 77°F (25°C)
- 1.5-2.0 hours at 95°F (35°C)
- 1.0-1.5 hours at 120°F (48.9°C)

TYPICAL PHYSICAL PROPERTIES

Property	Test Method	Typical Value
Low Temperature Flexibility	ASTM C 793	Passes at -65°F (-54°C)
Hardness, durometer scale "A"	ASTM C 661	30 ±3
Weight Loss	ASTM C 1246	Passes
Skin Time (tooling time)		3 hours
Tack Free Time	ASTM C 679	19 hours
Stain & Color Change	ASTM C 510	No stain, No color change
Adhesion-in-Peel	ASTM C 794	>10 pli (pass)
Accelerated Weathering	ASTM C 793	Pass
Movement Capability	ASTM C 719 modified	±50%

Sealant Dimensions

W = Sealant width, D = Sealant depth, C = Contact area.



EXPANSION JOINTS - The minimum width and depth of any sealant application should be 1/4" by 1/4" (6mm by 6mm).

The depth (D) of sealant may be equal to the width (W) of joints that are less than 1/2" wide. For joints ranging from 1/2" to 1" (13mm to 25mm) wide, the sealant depth should be approximately one-half of the joint width.

The maximum depth (D) of any sealant application should be 1/2" (13mm). For joints that are wider than 1" (25 mm) contact Tremco's Technical Service Department, or your local Tremco field representative.

WINDOW PERIMETERS – For fillet beads, or angle beads around windows and doors, the sealant should exhibit a minimum surface contact area (C) of 1/4" onto each substrate.

Surface Preparations

Surfaces must be sound, clean, and dry. All release agents, existing waterproofing, dust, loose mortar, laitance, paints, or other finishes must be removed. This can be accomplished with a thorough wire brushing, grinding, sandblasting, or solvent washing, depending on the contamination.

Tremco recommends that surface temperatures be 40°F (5°C) or above at the time the sealant is applied. If sealant must be applied in temperatures below 40°F, please refer to the Tremco Guide for Applying Sealants in Cold Weather that can be found on our website at www.tremcosealants.com.

Priming

Where deemed necessary, use Tremco Primer #171 for porous substrates and TREMprime Non-Porous Primer for metals and plastics. Dymeric 240FC typically adheres to common construction substrates without primers; however, Tremco always recommends that mock-up or field adhesion test be performed on the actual materials being used on the job to verify the need for a primer. The field adhesion test can be found in appendix X1 of ASTM C 1193, Standard Guide for Use of Joint Sealants.



UL Tested Systems FF-D-1061, FF-S-1030, FW-D-1057, FW-S-1014, WW-D-1052, WW-S-1033, HW-D-1052, HW-S-1011

Application

Mix in accordance with instructions on the pail using the entire pre-measured curative packet and your selected Universal Color Pak. One color pack should be used with 1.5 gallon pails and 2 color packs should be used in the 3 gallon pail. Mix all three parts for a minimum of 6 minutes, scrapping the sides of the pail and until there are no color striations. A color pak is not required for the pretint version.

Ensure the backer rod is friction fitted properly and any primers have been applied. Apply sealant with conventional caulking equipment filling the joint from the backer rod up. Immediately tool the sealant with a spatula to ensure intimate contact with the joint walls. Dry tooling is always preferred, although xylene can be used in limited amounts to slick the spatula if needed. For a cleaner finish, mask the sides of the joint with tape prior to filling.

Cure Time:

At 72°F (22°C) Dymeric 240FC will reach full cure in about 48 hours. As the temperatures decrease, the cure time will increase. A good rule of thumb is an additional 24 hours for every 10°F decrease in temperature.

Clean up

Excess sealant and smears adjacent to the joint interface can be carefully removed with xylene or mineral spirits before the sealant cures. Any utensils used for tooling can also be cleaned with xylene or mineral spirits.

Limitations

- Do not apply Dymeric 240FC to damp or contaminated surfaces.
- Always utilize the accompanying MSDS for information on Personal Protective Equipment (PPE) and health hazards.
- For best results, always use a Universal Color Pak.

Warranty

Tremco warrants its sealants to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, with respect to Tremco sealants. Tremco's sole obligation shall be, at its option, to replace or refund the purchase of the quantity of Tremco sealant proven to be defective and Tremco shall not be liable for any loss or damage.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.



Dymeric 240 FC

Version 3.

Print Date 12/22/2011

REVISION DATE: 12/20/2011

This is a kit that contains the following components:

- DYMERIC 240 FC
- DYMERIC 240 FC CURATIVE



DYMERIC 240 FC

Version 3.
REVISION DATE: 12/20/2011

Print Date 12/22/2011

SECTION 1 - PRODUCT IDENTIFICATION / PREPARATION INFORMATION

Product Information

Trade name : DYMERIC 240 FC
Product code : 862240 802

Supplier : Tremco Canada division
220 Wicksteed Avenue
Toronto, ON M4H 1G7

Telephone : (416) 421-3300
Emergency Phone: : (613) 996-6666

Preparation Information

Prepared by: : Sewnauth Raghunandan
Date: : 12/20/2011
Telephone : (416) 421-3300

SECTION 2 - HAZARDS IDENTIFICATION

Emergency Overview

Off-White. Liquid solution. Vapor may irritate respiratory tract. May cause nausea, headaches, and dizziness. Leave area to breathe fresh air. Avoid further overexposure. If symptoms persist, get medical attention.

Acute Potential Health Effects/ Routes of Entry

Inhalation : Vapor may irritate respiratory tract. May cause nausea, headaches, and dizziness.
Eyes : Direct contact may cause mild irritation. May cause temporary injury.
Ingestion : May cause gastrointestinal irritation, nausea, and vomiting.
Skin : May cause sensitization resulting in irritation, itching and redness.

Aggravated Medical Conditions

Pre-existing eye, skin, liver, kidney, and respiratory disorders may be aggravated by exposure.

Chronic Health Effects

Prolonged or repeated exposure to butyl benzyl phthalate may cause reduced body weights and adverse effects on the liver, kidney, spleen, pancreas, and reproductive organs. The International Agency for Research on Cancer (IARC) has classified ceramic fiber, fibrous glasswool, and mineral wool (rockwool and slagwool) as possible human carcinogens (Group 2B) based on sufficient evidence of carcinogenicity in animals but insufficient data in humans. In the National Toxicology Program's (NTP) 7th Annual Report on Carcinogens (1994), respirable glasswool was classified as reasonably anticipated to be carcinogenic. Di(2-ethylhexyl) phthalate, (dioctyl phthalate) given in the diet, produced increased incidence of liver cancers in female rats and male and female mice. An increased incidence of liver cancers or neoplasms were observed in male rats. OSHA considers fibrous glass dust a nuisance dust. Fibrous glass can cause dermatitis, local irritation. Fillers are encapsulated and not expected to be released from product under normal conditions of use.

Target Organs: Skin, Eye, Ingestion, Lung

SECTION 3 : HAZARDOUS INGREDIENTS



DYMERIC 240 FC

Version 3.
REVISION DATE: 12/20/2011

Print Date 12/22/2011

Chemical Name	CAS-No.	Weight % Range
Fibrous Glass	65997-17-3	10.0 - 30.0
Calcium oxide	1305-78-8	1.0 - 5.0
Butyl benzyl phthalate	85-68-7	0.5 - 1.5
Diocetyl phthalate	117-81-7	0.1 - 1.0

The ingredients listed above are hazardous as defined in the controlled products regulation. (CPR).

SECTION 4 - FIRST AID MEASURES

Get immediate medical attention for any significant overexposure.

- Inhalation : Leave area to breathe fresh air. Avoid further overexposure. If symptoms persist, get medical attention.
- Eye contact : Flush with water for 15 minutes. If irritation persists, get medical attention.
- Skin contact : Wash area of contact thoroughly with hand cleaner followed by soap and water. If irritation, rash or other disorders develop, get medical attention immediately.
- Ingestion : Do not induce vomiting unless advised by a physician. Call nearest Poison Control Center or Physician immediately.

SECTION 5: FIRE / EXPLOSION HAZARDS

- Flash point : Not available.
- Method : Not available.
- Lower explosion limit : Not available.
- Upper explosion limit : Not available.
- Autoignition temperature : Not available.
- Extinguishing media : If water fog is ineffective, use carbon dioxide, dry chemical or foam.
- Hazardous combustion products : Smoke, fumes. Carbon monoxide and carbon dioxide can form.
- Protective equipment for firefighters : Water may be used to cool containers to minimize pressure build-up. Use accepted fire fighting techniques. Wear full firefighting protective clothing, including self-contained breathing apparatus (SCBA).
- Fire and explosion conditions : Closed container, may burst when exposed to extreme heat. Empty containers may contain ignitable vapors. Vapor concentrations in enclosed areas may ignite explosively. Vapors may travel to sources of ignition and flashback.

SECTION 6 - SPILLS / LEAKS / ACCIDENTAL RELEASE MEASURES

Use appropriate protective equipment. Avoid contact with material. Remove sources of ignition immediately. Stop flow of material if safe to do so. Contain spill and keep out of water courses. Ventilate area.

SECTION 7 - HANDLING AND STORAGE

Store under dry warehouse conditions away from heat and all ignition sources. Store in a cool, well ventilated



DYMERIC 240 FC

Version 3.
REVISION DATE: 12/20/2011

Print Date 12/22/2011

area. Prevent inhalation of vapor, ingestion, and contact with skin eyes and clothing. Keep container closed when not in use. Precautions also apply to emptied containers. Do not smoke, weld, generate sparks, or use flame near container. Change soiled work clothes frequently. Clean hands thoroughly after handling.

SECTION 8 - PREVENTIVE MEASURES/EXPOSURE CONTROLS/PERSONAL PROTECTION

Personal protection equipment

- Respiratory protection : Wear appropriate, properly fitted NIOSH/MSHA approved organic vapor or supplied air respirator when airborne contaminant level(s) are expected to exceed exposure limits indicated on the MSDS. Follow manufacturer's directions for respirator use.
- Hand protection : Use suitable impervious nitrile or neoprene gloves and protective apparel to reduce exposure.
- Eye protection : Chemical splash goggles.
- Protective measures : Use professional judgment in the selection, care, and use.
- Engineering measures** : Use only in well ventilated areas. Provide maximum ventilation in enclosed areas. Use general ventilation and/ or local exhaust to reduce the airborne contaminant concentration below the exposure limit listed in the MSDS

Exposure Limits

Chemical Name	CAS Number	Regulation	Limit	Form
Fibrous Glass	65997-17-3	Ontario TWAEV: ACGIH TWA: Ontario TWAEV: Ontario TWAEV:	5 mg/m3 5 mg/m3 1 ppm 0.5 ppm	Inhalable Inhalable fraction. Respirable fibers Respirable fibers
Calcium oxide	1305-78-8	Ontario TWAEV: ACGIH TWA:	2 mg/m3 2 mg/m3	
Butyl benzyl phthalate	85-68-7			
Diocetyl phthalate	117-81-7	Ontario TWAEV: Ontario STEV: ACGIH TWA:	3 mg/m3 5 mg/m3 5 mg/m3	

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

- Physical State : Paste
- Form : Liquid solution
- Color : Off-White
- Odor : Mild Ester
- pH : Not available.
- Vapour pressure : Not available.
- Vapor density : Heavier than air
- Melting point/range : Not available.
- Freezing point : Not available.



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Boiling point/range : Not available.
 Water solubility : NA
 Evaporation Rate: : Not available.
 Specific Gravity : 0.966
 % Volatile Weight : 0 %

SECTION 10 - REACTIVITY / STABILITY

Substances to avoid : Epoxy curing agents.Amines and oxidizing agents.
 Stability : Material is stable under normal storage, handling, and use.
 Hazardous polymerization : Will not occur.

SECTION 11 - TOXICOLOGICAL INFORMATION

Butyl benzyl phthalate, CAS-No.: 85-68-7
 Acute oral toxicity (LD-50 oral) 13,500 mg/kg (Rat)
 Dioctyl phthalate, CAS-No.: 117-81-7
 Acute oral toxicity (LD-50 oral) 25,000 mg/kg (Rat) 25,000 mg/kg (Rat) 30,000 mg/kg (Mouse) 33,900 mg/kg (Rabbit) 26,300 mg/kg (Guinea pig)
 Acute dermal toxicity (LD-50 dermal) 25,000 mg/kg (Rabbit) 10,000 mg/kg (Guinea pig) 25,000 mg/kg (Rabbit)

SECTION 12 - ECOLOGICAL INFORMATION

No Data Available

SECTION 13 - WASTE DISPOSAL CONSIDERATIONS

Disposal Method : Dispose as hazardous waste according to all local, state, federal and provincial regulations.

SECTION 14 - TRANSPORTATION / SHIPPING DATA

TDG / DOT Shipping Description:
 NOT REGULATED

SECTION 15 - REGULATORY INFORMATION

North American Inventories:
 All components are listed or exempt from the TSCA inventory.
 This product or its components are listed on, or exempt from the Canadian Domestic Substances List.



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Canadian Regulations:

WHMIS Classification : D2A

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

Other Regulations:

Regulatory VOC (less water and exempt solvent) : 0 g/l

SECTION 16 - OTHER INFORMATION

HMIS Rating :

Health	2
Flammability	1
Reactivity	0
PPE	

0 = Minimum
1 = Slight
2 = Moderate
3 = Serious
4 = Severe

Further information:

For Industrial Use Only. Keep out of Reach of Children. The hazard information herein is offered solely for the consideration of the user, subject to their own investigation of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

Prepared by: Sewnauth Raghunandan

Legend

- ACGIH - American Conference of Governmental Hygienists
- DOT - Department of Transportation
- DSL - Domestic Substance List
- EPA - Environmental Protection Agency
- HMIS - Hazardous Materials Information System
- IARC - International Agency for Research on Cancer
- MSHA - Mine Safety Health Administration
- NDSL - Non-Domestic Substance List
- NIOSH - National Institute for Occupational Safety and Health
- NTP - National Toxicology Program
- OSHA - Occupational Safety and Health Administration
- PEL - Permissible Exposure Limit
- RCRA - Resource Conservation and Recovery Act
- STEL - Short Term Exposure Limit
- TLV - Threshold Limit Value
- TSCA - Toxic Substances Control Act
- TWA - Time Weighted Average
- V - Volume
- VOC - Volatile Organic Compound
- WHMIS - Workplace Hazardous Materials Information System



DYMERIC 240 FC CURATIVE

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SECTION 1 - PRODUCT IDENTIFICATION / PREPARATION INFORMATION

Product Information

Trade name : DYMERIC 240 FC CURATIVE
Product code : 862240 802

Supplier : Tremco Canada division
220 Wicksteed Avenue
Toronto, ON M4H 1G7

Telephone : (416) 421-3300
Emergency Phone: : (613) 996-6666

Product use : Sealant

Preparation Information

Prepared by: : Sewnauth Raghunandan
Date: : 12/20/2011
Telephone : (416) 421-3300

SECTION 2 - HAZARDS IDENTIFICATION

Emergency Overview

Amber. Liquid solution. May cause slight irritation to the respiratory system. May cause nausea, headaches, and dizziness. May cause drowsiness, weakness, and fatigue. May cause allergic respiratory sensitization. Leave area to breathe fresh air. Avoid further overexposure. If symptoms persist, get medical attention. Move to fresh air. If required, artificial respiration or administration of oxygen can be performed by trained personnel.

Acute Potential Health Effects/ Routes of Entry

Inhalation : May cause slight irritation to the respiratory system. May cause nausea, headaches, and dizziness. May cause drowsiness, weakness, and fatigue. May cause allergic respiratory sensitization.
Eyes : Direct contact may cause mild irritation.
Ingestion : May cause gastrointestinal irritation, nausea, and vomiting.
Skin : May cause sensitization resulting in irritation, itching and redness.

Aggravated Medical Conditions

Pre-existing eye, skin and respiratory disorders may be aggravated by exposure.

Chronic Health Effects

Overexposure may cause dermatitis, asthma, skin and respiratory sensitization and decreased lung function. Organosilane may cause liver injury with fibrosis after repeated and prolonged overexposure. A long-term NTP study showed that oral exposure to toluene diisocyanate (TDI) caused cancer in rats and mice. A lifetime inhalation study sponsored by the International Isocyanate Institute did not show carcinogenic activity in rats. May cause allergic skin and respiratory sensitization. Fillers are encapsulated and not expected to be released from product under normal conditions of use.

Target Organs: Skin, Eye, Ingestion, Lung



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SECTION 3 : HAZARDOUS INGREDIENTS

Chemical Name	CAS-No.	Weight % Range
2,4-Toluene diisocyanate	584-84-9	1.0 - 5.0
Toluene-2,6-Diisocyanate	91-08-7	0.1 - 1.0

The ingredients listed above are hazardous as defined in the controlled products regulation. (CPR).

SECTION 4 - FIRST AID MEASURES

Get immediate medical attention for any significant overexposure.

- Inhalation : Leave area to breathe fresh air. Avoid further overexposure. If symptoms persist, get medical attention. Move to fresh air. If required, artificial respiration or administration of oxygen can be performed by trained personnel.
- Eye contact : Flush with water for at least 15 minutes while holding eye lids apart. Get medical attention immediately.
- Skin contact : Clean area of contact thoroughly using soap and water. If irritation, rash or other disorders develop, get medical attention immediately.
- Ingestion : Do not induce vomiting unless advised by a physician. Call nearest Poison Control Center or Physician immediately.

SECTION 5: FIRE / EXPLOSION HAZARDS

- Flash point : > 200 °F, > 93 °C
- Method : Setaflash Closed Cup
- Lower explosion limit : Not available.
- Upper explosion limit : Not available.
- Autoignition temperature : Not available.
- Extinguishing media : If water fog is ineffective, use carbon dioxide, dry chemical or foam.
- Hazardous combustion products : Carbon monoxide and carbon dioxide can form. Hydrocyanic acid and nitrogen oxides can form.
- Protective equipment for firefighters : Use accepted fire fighting techniques. Wear full firefighting protective clothing, including self-contained breathing apparatus (SCBA).

SECTION 6 - SPILLS / LEAKS / ACCIDENTAL RELEASE MEASURES

Use appropriate protective equipment. Avoid contact with material. Scrape up and transfer to appropriate container for disposal.

SECTION 7 - HANDLING AND STORAGE

Prevent inhalation of vapor, ingestion and contact with skin, eyes and clothing. Preferably use entire contents in one continuous work session. Do not smoke, weld, generate sparks, or use flame near container. Change soiled work clothes frequently. Clean hands thoroughly after handling Do not store or use near food. Keep



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container closed when not in use. Since emptied containers retain product residue and vapor, observe precautions even after container is emptied. Store under dry warehouse conditions away from heat and all ignition sources.

SECTION 8 - PREVENTIVE MEASURES/EXPOSURE CONTROLS/PERSONAL PROTECTION

Personal protection equipment

- Respiratory protection : Wear appropriate, properly fitted NIOSH/MSHA approved organic vapor or supplied air respirator when airborne contaminant level(s) are expected to exceed exposure limits indicated on the MSDS. Follow manufacturer's directions for respirator use.
- Hand protection : Use suitable impervious nitrile or neoprene gloves and protective apparel to reduce exposure.
- Eye protection : Wear appropriate eye protection. Use safety glasses if eye contact is likely.
- Skin and body protection : Use disposable or impervious clothing if work clothing contamination is likely. Remove and wash contaminated clothing before reuse.
- Protective measures : Use professional judgment in the selection, care, and use.
- Engineering measures** : Use general ventilation and/ or local exhaust to reduce the airborne contaminant concentration below the exposure limit listed in the MSDS

Exposure Limits

<u>Chemical Name</u>	<u>CAS Number</u>	<u>Regulation</u>	<u>Limit</u>	<u>Form</u>
2,4-Toluene diisocyanate	584-84-9	ACGIH TWA: ACGIH STEL: Ontario TWAEV:	0.005 ppm 0.02 ppm 0.005 ppm	
Toluene-2,6-Diisocyanate	91-08-7	ACGIH TWA: ACGIH STEL: Ontario TWAEV:	0.005 ppm 0.02 ppm 0.005 ppm	

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

- Physical State : Liquid (paste)
- Form : Liquid solution
- Color : Amber
- Odor : Mild
- pH : Not available.
- Vapour pressure : Not available.
- Vapor density : Heavier than air
- Melting point/range : Not available.
- Freezing point : Not available.
- Boiling point/range : Not available.
- Water solubility : Negligible



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Evaporation Rate: : Not available.
Specific Gravity : 1.06
% Volatile Weight : 1 %

SECTION 10 - REACTIVITY / STABILITY

Substances to avoid : Amines. Water or moisture and oxidizing agents. Alcohols. Strong acids. Strong bases.
Stability : Material is stable under normal storage, handling, and use.
Hazardous polymerization : Will not occur.

SECTION 11 - TOXICOLOGICAL INFORMATION

2,4-Toluene diisocyanate, CAS-No.: 584-84-9
Acute oral toxicity (LD-50 oral) 5,800 mg/kg (Rat)
Acute inhalation toxicity (LC-50) 14 mg/l for 4 h (Rat) 10 mg/l for 4 h (Mouse) 13 mg/l for 4 h (Guinea pig) 11 mg/l for 4 h (Rabbit)

SECTION 12 - ECOLOGICAL INFORMATION

No Data Available

SECTION 13 - WASTE DISPOSAL CONSIDERATIONS

Disposal Method : Dispose as hazardous waste according to all local, state, federal and provincial regulations.

SECTION 14 - TRANSPORTATION / SHIPPING DATA

TDG / DOT Shipping Description:
NOT REGULATED

SECTION 15 - REGULATORY INFORMATION

North American Inventories:
All components are listed or exempt from the TSCA inventory.
This product or its components are listed on, or exempt from the Canadian Domestic Substances List.



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Print Date 12/22/2011

Canadian Regulations:

D2A

This is a "controlled product" under the Canadian Workplace Hazardous Materials Information System (WHMIS).

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

Other Regulations:

Regulatory VOC (less water and exempt solvent) : 17 g/l

SECTION 16 - OTHER INFORMATION

HMIS Rating :

Health	2
Flammability	1
Reactivity	0
PPE	

0 = Minimum
1 = Slight
2 = Moderate
3 = Serious
4 = Severe

Further information:

For Industrial Use Only. Keep out of Reach of Children. The hazard information herein is offered solely for the consideration of the user, subject to their own investigation of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

Prepared by: Sewnauth Raghunandan

Legend

- ACGIH - American Conference of Governmental Hygienists
- DOT - Department of Transportation
- DSL - Domestic Substance List
- EPA - Environmental Protection Agency
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- OSHA - Occupational Safety and Health Administration
- PEL - Permissible Exposure Limit
- RCRA - Resource Conservation and Recovery Act
- STEL - Short Term Exposure Limit
- TLV - Threshold Limit Value
- TSCA - Toxic Substances Control Act
- TWA - Time Weighted Average
- V - Volume
- VOC - Volatile Organic Compound
- WHMIS - Workplace Hazardous Materials Information System



**SHERWIN
WILLIAMS.**

As of 09/22/08, Complies with:		
OTC	Yes	LEED® CIV2.0 N/A
SCAQMD	Yes	LEED® CSv2.0 N/A
CARB	Yes	LEED® CSv2.0 N/A
MPI Spec #	No	LEED® H N/A
NAHB	N/A	



102.10

SUPERPAINT®
EXTERIOR LATEX SATIN
A89-100 SERIES

<u>CHARACTERISTICS</u>	<u>SPECIFICATIONS</u>	<u>SURFACE PREPARATION</u>															
<p>SuperPaint Exterior Latex Satin is our finest quality exterior satin finish. This product is recommended for use on aluminum and vinyl siding, wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F.</p> <p>VinylSafe™ Color Technology allows the use of many darker colors on vinyl siding that cannot be made in most other coatings.</p> <p>Color: Most colors</p> <p>Coverage: 350 - 400 sq ft/gal @ 4 mils wet; 1.44 mils dry</p> <p>Drying Time, @ 50% RH: temperature and humidity dependent @ 35-45°F @ 45°F +</p> <p>Touch: 2 hour 2 hours</p> <p>Recoat: 24-48 hours 4 hours</p> <p>Flash Point: N/A</p> <p>Finish: 10-20 units @ 60°</p> <p>Tinting with Blend-A-Color:</p> <table border="1"> <tr> <th>Base</th> <th>oz/gal</th> <th>Strength</th> </tr> <tr> <td>Extra White</td> <td>0-6</td> <td>100%</td> </tr> <tr> <td>Light Yellow</td> <td>4-12</td> <td>100%</td> </tr> <tr> <td>Deep Base</td> <td>4-12</td> <td>100%</td> </tr> <tr> <td>Ultra Deep Base</td> <td>4-12</td> <td>100%</td> </tr> </table> <p>Vehicle Type: Acrylic A89W01151</p> <p>VOC (less exempt solvents): 49 g/L; 0.41 lb/gal</p> <p>Volume Solids: 38 ± 2%</p> <p>Weight Solids: 49 ± 2%</p> <p>Weight per Gallon: 10.2 lb</p> <p>Mildew Resistant This coating contains agents which inhibit the growth of mildew on the surface of this coating film.</p>	Base	oz/gal	Strength	Extra White	0-6	100%	Light Yellow	4-12	100%	Deep Base	4-12	100%	Ultra Deep Base	4-12	100%	<p>Aluminum & Aluminum Siding¹ 2 cts. SuperPaint Exterior Latex Satin</p> <p>Concrete Block, CMU, Split face Block 1 ct. Loxon Block Surfacer 2 cts. SuperPaint Exterior Latex Satin</p> <p>Brick 1 ct. Loxon Conditioner² 2 cts. SuperPaint Exterior Latex Satin</p> <p>Cement Composition Siding/Panels 1 ct. Loxon Concrete & Masonry Primer² or Loxon Conditioner² 2 cts. SuperPaint Exterior Latex Satin</p> <p>Galvanized Steel¹ 2 cts. SuperPaint Exterior Latex Satin</p> <p>Stucco, Cement, Concrete 1 ct. Loxon Concrete & Masonry Primer² 2 cts. SuperPaint Exterior Latex Satin</p> <p>Plywood 1 ct. Exterior Latex Wood Primer² 2 cts. SuperPaint Exterior Latex Satin</p> <p>Vinyl Siding 2 cts. SuperPaint Exterior Latex Satin</p> <p>Wood, Composition Board 1 ct. Exterior Oil-Based Wood Primer 2 cts. SuperPaint Exterior Latex Satin</p> <p>¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher. ² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.</p>	<p>WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.</p> <p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer.</p> <p>Aluminum and Galvanized Steel Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, steel wool, or other abrading method.</p> <p>Cement Composition Siding/Panels Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 8, prime with Loxon Concrete & Masonry Primer.</p>
Base	oz/gal	Strength															
Extra White	0-6	100%															
Light Yellow	4-12	100%															
Deep Base	4-12	100%															
Ultra Deep Base	4-12	100%															

102.10

SUPERPAINT®

EXTERIOR LATEX SATIN

A89-100 SERIES



<u>SURFACE PREPARATION</u>	<u>SURFACE PREPARATION</u>	<u>CAUTIONS</u>
<p>Masonry, Concrete, Cement, Block All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Acrylic Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.</p> <p>Steel Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned.</p> <p>Stucco Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 5-7 days and prime with Loxon Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.</p> <p>Vinyl Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly.</p> <p>Wood, Plywood, Composition Board Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed.</p> <p>Caulking Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.</p>	<p>Mildew Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.</p> <p style="text-align: center;"><u>APPLICATION</u></p> <p>When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.</p> <p>Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.</p> <p>No reduction necessary.</p> <p>Brush Use a nylon/polyester brush.</p> <p>Roller Use a 3/8" - 3/4" nap synthetic cover.</p> <p>Spray—Airless Pressure 2000 psi Tip015"-.017"</p> <p style="text-align: center;"><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment.</p> <p>Follow manufacturer's safety recommendations when using mineral spirits.</p>	<p>For exterior use only. Protect from freezing. Non-photochemically reactive.</p> <p style="text-align: center;">LABEL CAUTIONS</p> <p>CAUTION contains CRYSTALLINE SILICA, ZINC. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. HOTW 09/22/2008 A89W01151 05 00</p> <p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.</p>



**Protective
&
Marine
Coatings**

**KEM KROMIK®
UNIVERSAL METAL PRIMER**

B50NZ6 BROWN
B50WZ1 OFF WHITE
B50AZ6 GRAY

Revised 12/11

PRODUCT INFORMATION

2.11

PRODUCT DESCRIPTION

KEM KROMIK UNIVERSAL METAL PRIMER is a rust inhibiting, low VOC, modified phenolic alkyd resin primer designed for use over iron and steel substrates. Can be used as a universal primer under high performance topcoats. Suitable as a barrier coat over conventional coatings which would normally be attacked by strong solvents in high performance coatings.

- High film build to protect sand blasted steel
- Corrosion resistant
- Can be topcoated with epoxies and urethanes
- Low temperature application

PRODUCT CHARACTERISTICS

Finish: Flat
Color: Brown (Red Oxide), Off White, Gray
Volume Solids: 53% ± 2%
Weight Solids: 73% ± 2%
VOC (EPA Method 24): <420 g/L, 3.5 lb/gal

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	6.0 (150)	8.0 (200)
Dry mils (microns)	3.0 (75)	4.0 (100)
~Coverage sq ft/gal (m ² /L)	212 (5.2)	283 (7.0)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	848 (20.8)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet (150 microns):

	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 110°F/43°C
To touch:	2 hours	30 minutes	15 minutes
To handle:	2.5 hours	1 hour	20 minutes
To recoat:			
itself & alkyds	2.5 hours	1 hour	45 minutes
high performance/ hot solvent topcoats	36 hours	16 hours	16 hours
To cure:	7 days	7 days	7 days

Note: For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer.

Drying time is temperature, humidity, and film thickness dependent.

Shelf Life: 36 months, unopened
Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point: 80°F (27°C), PMCC
Reducer: Not recommended
Clean Up: Xylene R2K4

RECOMMENDED USES

For use over prepared steel.

- Universal primer
- Shopcoat primer
- Barrier coating
- Maintenance primer
- Interior / exterior metal primer
- Structural steel
- Equipment / machinery
- Marine vessels
- Hand rails
- Conforms to AWWA D102, OCS #1
- Suitable for use in USDA inspected facilities
- Conforms to MPI #'s 69, 79, & 95

According to AISC, shop coat primers are intended for protection for only a short period of exposure in ordinary atmospheric conditions, and is considered a temporary and provisional coating.

Not recommended for immersion service or exposure to acids, alkalis, or strong solvents.

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP6

System Tested*:

1 ct. Kem Kromik Universal @ 3.0 mils (75 microns) dft
*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	250 mg loss
Adhesion	ASTM D4541	260 psi
Direct Impact Resistance	ASTM D2794	70 in. lbs.
Dry Heat Resistance	ASTM D2485	200°F (93°C)
Flexibility	ASTM D522, 180° bend, 1/4" mandrel	Passes
Moisture Condensation Resistance	ASTM D4585, 100°F (38°C), 500 hours	Good
Pencil Hardness	ASTM D3363	H
Salt Fog Resistance	ASTM B117, 500 hours	Good
Thermal Shock	ASTM D2246, 5 cycles	Passes

Provides performance comparable to products formulated to federal specifications: TT-P-664D.

www.sherwin-williams.com/protective

continued on back



**Protective
&
Marine
Coatings**

**KEM KROMIK®
UNIVERSAL METAL PRIMER**

B50NZ6 **BROWN**
B50WZ1 **OFF WHITE**
B50AZ6 **GRAY**

PRODUCT INFORMATION

2.11

RECOMMENDED SYSTEMS		
	Dry Film Thickness / ct.	
	Mils	(Microns)
Steel, Alkyd Topcoat:		
1 ct. Kem Kromik Universal Metal Primer	3.0-4.0	(75-100)
1-2 cts. Industrial Enamel HS	2.0-4.0	(50-100)
or WB Industrial Enamel	1.5-3.0	(40-75)
or Steel Spec Fast Dry Alkyd	3.0-5.0	(75-125)
Steel, Aluminum Finish:		
1 ct. Kem Kromik Universal Metal Primer	3.0-4.0	(75-100)
1-2 cts. Silver-Brite Aluminum	1.0-1.5	(25-40)
Steel, Acrylic Topcoat:		
1 ct. Kem Kromik Universal Metal Primer	3.0-4.0	(75-100)
1-2 cts. DTM Acrylic Coating	2.5-4.0	(63-100)
or Sher-Cryl HPA	2.5-4.0	(63-100)
Steel, Epoxy Topcoat:		
1 ct. Kem Kromik Universal Metal Primer	3.0-4.0	(75-100)
1-2 cts. Tile-Clad HS Epoxy	2.5-4.0	(63-100)
Steel, Polyurethane Topcoat:		
1 ct. Kem Kromik Universal Metal Primer	3.0-4.0	(75-100)
1-2 cts. Hi-Solids Polyurethane	3.0-4.0	(75-100)
or Polylon HP Polyurethane	2.0-3.0	(50-75)
Steel, Silicone Alkyd Topcoat:		
1 ct. Kem Kromik Universal Metal Primer	3.0-4.0	(75-100)
1-2 cts. Steel Master 9500	2.5-4.0	(63-100)
Steel, Water Based Epoxy Topcoat:		
1 ct. Kem Kromik Universal Metal Primer	3.0-4.0	(75-100)
1-2 cts. Water Based Catalyzed Epoxy	2.5-4.0	(63-100)
or Waterbased Tile Clad Epoxy	2.0-4.0	(50-100)

The systems listed above are representative of the product's use, other systems may be appropriate.

DISCLAIMER

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SURFACE PREPARATION
Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:
Iron & Steel: SSPC-SP2

Surface Preparation Standards				
Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	St 2	St 2	SP 3	-
Pitted & Rusty	St 3	St 3	SP 3	-
Rusted	St 2	St 2	SP 3	-
Power Tool Cleaning	St 3	St 3	SP 3	-
Pitted & Rusty	St 3	St 3	SP 3	-

TINTING

Do not tint.

APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 120°F (49°C) maximum (air, surface, and material)
At least 5°F (2.8°C) above dew point
Relative humidity: 85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 1 gallon (3.78L) and 5 gallon (18.9L) containers
Weight: 12.5 ± 0.35 lb/gal 1.5 Kg/L

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**Protective
&
Marine
Coatings**

**KEM KROMIK®
UNIVERSAL METAL PRIMER**

B50NZ6 **BROWN**
B50WZ1 **OFF WHITE**
B50AZ6 **GRAY**

Revised 12/11

APPLICATION BULLETIN

2.11

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel within 8 hours or before flash rusting occurs.

Previously Painted Surfaces

If in sound condition, clean the surface of all foreign material. Smooth, hard, or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

As a "Barrier" Coat:

If it is necessary to topcoat a previously painted surface with chemically resistant or strong solvent topcoats, Kem Kromik Universal Metal Primer can be used as a barrier coat to prevent lifting. Apply a coat of Kem Kromik Universal Metal Primer to a small area to test for adhesion or bleeding. If there is evidence of either poor adhesion or bleeding, clean surface to bare substrate and apply recommended system.

APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 120°F (49°C) maximum
(air, surface, and material)
At least 5°F (2.8°C) above dew point
Relative humidity: 85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer Not recommended

Clean Up Xylene, R2K4

Airless Spray

Pressure.....1800-3000 psi
Hose.....1/4" ID
Tip......015" - .019"
Filter......60 mesh

Conventional Spray

Gun.....Binks 95
Fluid Nozzle.....63C
Air Nozzle.....63PB
Atomization Pressure.....50 psi
Fluid Pressure.....15-20 psi

Brush

Brush..... Natural Bristle

Roller

Cover.....3/8" woven solvent resistant core

If specific application equipment is not listed above, equivalent equipment may be substituted.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 6	10
Commercial Blast	Sa 2	Sa 2	SP 7	6
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	CC Sp 2	CC Sp 2	SP 3	1
Pitted & Rusted	CC Sp 2	CC Sp 2	SP 3	1
Rusted	CC Sp 3	CC Sp 3	SP 3	1
Power Tool Cleaning	D Sp 3	D Sp 3	SP 3	1
Pitted & Rusted	D Sp 3	D Sp 3	SP 3	1

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Protective & Marine Coatings

KEM KROMIK® UNIVERSAL METAL PRIMER

B50NZ6 BROWN
B50WZ1 OFF WHITE
B50AZ6 GRAY

APPLICATION BULLETIN

2.11

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing Instructions: Mix paint thoroughly to a uniform consistency with low speed power agitation prior to use.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	6.0 (150)	8.0 (200)
Dry mils (microns)	3.0 (75)	4.0 (100)
~Coverage sq ft/gal (m ² /L)	212 (5.2)	283 (7.0)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	848 (20.8)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet (150 microns):

	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 110°F/43°C
To touch:	2 hours	30 minutes	15 minutes
To handle:	2.5 hours	1 hour	20 minutes
To recoat:			
itself & alkyds	2.5 hours	1 hour	45 minutes
high performance/ hot solvent topcoats	36 hours	16 hours	16 hours
To cure:	7 days	7 days	7 days

Note: For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer.

Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Xylene, R2K4. Clean tools immediately after use with Xylene, R2K4. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

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PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

No reduction of material is recommended as it can affect film build, appearance, and adhesion.

Intimate contact with the steel surface and primer is necessary for adequate rust inhibition and adhesion.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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Protective & Marine Coatings

INDUSTRIAL ENAMEL

B54 SERIES

Revised 10/10

PRODUCT INFORMATION

2.15

PRODUCT DESCRIPTION

INDUSTRIAL ENAMEL is a medium oil/alkyd all-purpose enamel. Designed for interior and exterior use.

- Dries fast and allows equipment to be placed back in service quickly
- Impact and abrasion resistant
- Chip and flake resistant
- High gloss makes it resistant to dirt
- Apply down to 40°F (4.5°C)
- Good exterior durability
- Excellent application properties

PRODUCT CHARACTERISTICS

Finish: Gloss
Color: Wide range of colors available including safety colors
Volume Solids: 43% ± 2%, may vary by color
Weight Solids: 58% ± 2%, may vary by color
VOC (calculated): <450 g/L; 3.75 lb/gal

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112)	9.0 (225)
Dry mils (microns)	2.0 (50)	4.0 (100)
~Coverage sq ft/gal (m ² /L)	175 (4.3)	350 (8.6)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	690 (16.9)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 4.6 mils wet (115 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 110°F/43°C
To touch:	3 hours	1-2 hours	30 minutes
Tack free:	8 hours	4-5 hours	4 hours
To recoat:	12 hours	8 hours	3 hours
To cure:	7 days	7 days	3 days

Drying time is temperature, humidity, and film thickness dependent.

Shelf Life: 36 months, unopened
Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point: 101°F (38°C), PMCC
Reducer: Not recommended
Clean Up: Mineral Spirits, R1K4

RECOMMENDED USES

For use over prepared substrates in industrial environments:

- Exterior/interior all-purpose maintenance enamel
- Safety and pipe marking enamel
- Economical machinery and equipment finish
- Interior wall and ceiling enamel
- Equipment
 - Fixtures
 - Conveyors
- Fire escapes
 - Window frames
 - Pumps
- Safety markings
 - Wood floors
 - Railings
- Steel supports
 - Blowers
 - Pipe racks
- Channels
 - Pipe identification
 - Bracing
- Conforms to AWWA D102, OCS #1
- Acceptable for use in high performance architectural applications.
- Suitable for use in USDA inspected facilities

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP6/NACE 3

System Tested*:

- 1 ct. Kern Kromik Universal Metal Primer @ 3.0-4.0 mils (75-100 microns) dft
 - 1 ct. Industrial Enamel @ 3.0 mils (75 microns) dft
- *unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance (topcoat only)	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	180 mg loss
Adhesion	ASTM D4541	290 psi
Corrosion Weathering	ASTM D5894, 6 cycles, 2016 hours	Rating 10 per ASTM D610 for rusting ; Rating 10 per ASTM D714 for blistering
Direct Impact Resistance	ASTM D2794	68 in. lbs.
Dry Heat Resistance	ASTM D2485	200°F (93°C)
Flexibility	ASTM D522, 180° bend, 3/16" mandrel	Passes
Pencil Hardness	ASTM D3363	3B

Provides performance comparable to products formulated to federal specifications:

DOD-E-115C
MIL-E-15090

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Protective & Marine Coatings

INDUSTRIAL ENAMEL

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PRODUCT INFORMATION

2.15

RECOMMENDED SYSTEMS		
		Dry Film Thickness / ct.
		Mils (Microns)
Steel:		
1 ct.	Kem Kromik Universal Metal Primer	3.0-4.0 (75-100)
2 cts.	Industrial Enamel	2.0-4.0 (50-100)
Aluminum:		
1 ct.	DTM Wash Primer	0.7-1.3 (18-32)
2 cts.	Industrial Enamel	2.0-4.0 (50-100)
Concrete Block:		
1 ct.	Heavy Duty Block Filler	10.0-18.0 (250-450)
2 cts.	Industrial Enamel	2.0-4.0 (50-100)
Concrete Floors:		
1 ct.	Concrete and Terrazzo Sealer (reduced as needed)	
2 cts.	Industrial Enamel	2.0-4.0 (50-100)
Galvanized Metal:		
1 ct.	Galvite HS	3.0-4.5 (75-112)
2 cts.	Industrial Enamel	2.0-4.0 (50-100)
Wood, including floors:		
2 cts.	Industrial Enamel	2.0-4.0 (50-100)
Interior Plaster and Poured Concrete Walls:		
1ct.	PrepRite Masonry Primer	3.0 (75)
2 cts.	Industrial Enamel	2.0-4.0 (50-100)

The systems listed above are representative of the product's use, other systems may be appropriate.

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SURFACE PREPARATION				
Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.				
Refer to product Application Bulletin for detailed surface preparation information.				
Minimum recommended surface preparation:				
* Iron & Steel:	SSPC-SP2			
* Aluminum:	SSPC-SP1			
* Galvanizing:	SSPC-SP1			
* Concrete & Masonry:	SSPC-SP13/NACE 6 or ICRi No. 310.2, CSP 1-3			
* Wood, interior:	Clean, smooth, dust free			
*Primer required				
Surface Preparation Standards				
Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 7	3
Brush-Off Blast	Sa 1	Sa 1	SP 2	4
Hand Tool Cleaning	Rusted C St 2	C St 2	SP 3	-
Pitted & Rusted	D St 2	D St 2	SP 3	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted D St 3	D St 3	SP 3	-

TINTING

Tint with Blend-A-Color Toner or Maxitoner Colorant at 75% strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

APPLICATION CONDITIONS	
Temperature:	40°F (4.5°C) minimum, 120°F (49°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum
Refer to product Application Bulletin for detailed application information.	

ORDERING INFORMATION	
Packaging:	1 gallon (3.78L) and 5 gallon (18.9L) containers
Weight:	8.82 ± 0.2 lb/gal, 1.06 Kg/L may vary with color

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.
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WARRANTY

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Protective & Marine Coatings

INDUSTRIAL ENAMEL

B54 SERIES

Revised 10/10

APPLICATION BULLETIN

2.15

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel within 8 hours or before flash rusting occurs.

Aluminum

Remove all oil, grease, dirt, oxide, and other foreign material by Solvent Cleaning per SSPC-SP1. Primer required.

Galvanized Steel

Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1 (recommended solvent is VM&P Naphtha). When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned. Primer required.

Masonry and Concrete

For surface preparation, refer to SSPC-SP13/NACE 6 or ICRI No. 310.2, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F. Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with a cement patching compound. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Laitance must be removed. Primer required.

Wood

Surface must be clean, dry, and sound. Paint as soon as possible. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed. All nail holes or small openings must be properly caulked. Sand to remove any loose or deteriorated surface wood and to obtain a proper surface profile. Self priming.

Previously Painted Surfaces

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 S7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 6	2
Commercial Blast	Sa 2	Sa 2	SP 7	3
Brush-Off Blast	Sa 1	Sa 1	SP 8	4
Hand Tool Cleaning	DC2	DC2	SP 9	4
Rusted	DC1	DC1	SP 10	5
Pitted & Rusted	DC1	DC1	SP 11	5
Rusted	DC2	DC2	SP 12	5
Power Tool Cleaning	DC3	DC3	SP 13	5
Pitted & Rusted	D St 3	D St 3	SP 14	5

APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 120°F (49°C) maximum (air, surface, and material)
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer Not recommended

Clean Up Mineral Spirits, R1K4

Airless Spray

Pressure.....2500 psi
Hose.....1/4" ID
Tip......015"
Filter......100 mesh

Conventional Spray

GunBinks 95
Fluid Nozzle66
Air Nozzle.....63PB
Atomization Pressure.....50 psi
Fluid Pressure.....20-25 psi

Brush

Brush..... Natural Bristle

Roller

Cover3/8" woven solvent resistant core

If specific application equipment is not listed above, equivalent equipment may be substituted.

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Protective & Marine Coatings

INDUSTRIAL ENAMEL

B54 SERIES

APPLICATION BULLETIN

2.15

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing Instructions: Mix paint thoroughly to a uniform consistency with low speed power agitation prior to use.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112)	9.0 (225)
Dry mils (microns)	2.0 (50)	4.0 (100)
-Coverage sq ft/gal (m ² /L)	175 (4.3)	350 (8.6)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	690 (16.9)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 4.6 mils wet (115 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 110°F/43°C
To touch:	3 hours	1-2 hours	30 minutes
Tack free:	8 hours	4-5 hours	4 hours
To recoat:	12 hours	8 hours	3 hours
To cure:	7 days	7 days	3 days

Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Mineral Spirits, R1K4. Clean tools immediately after use with Mineral Spirits, R1K4. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

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PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

No reduction of material is recommended as it can affect film build, appearance, and adhesion.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Mineral Spirits, R1K4.

Deep tinted colors may exhibit burnishing characteristics.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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WARRANTY

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