

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

| | | | |
|--|---|---------------|-----------------------------|
| NOTIFICATION DATE: | TITLE | NUMBER: | OPENING DATE & TIME: |
| 08/13/12 | PARKING STRUCTURE JOINT RE-SEALING | 061-12 | 09/07/12 2:00 PM |
| PRE-BID DATE, TIME AND LOCATION: Not Applicable | | | |

| | |
|---|--------------|
| NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: | |
| MAILING ADDRESS: | |
| CITY-STATE-ZIP: | |
| PH: | EMAIL: |
| FX: | WEB ADDRESS: |

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 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.

| | | |
|--|-----------------|--------------------|
| AUTHORIZED SIGNATURE | DATE | PRINTED NAME/TITLE |
| <small>Please initial by all that apply I acknowledge receipt of the following addendum</small> | | |
| ____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 bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

GENERAL CONDITIONS

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

- 1. SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
- 3. NO BID:** If not submitting a bid, respond by returning the Statement of No Bid 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 bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
- 4. BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
- 5. WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Section 2-668 of the City Code for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder 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:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. 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 bid shall be a new, current standard production model available at the time of this bid. 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 bid, 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 bid, 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 bid. 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 bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids 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 bid 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 bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.

10. **CONFLICT OF INTEREST:** All bid 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 bids or waive any minor irregularity or technicality in bids 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 bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders 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 bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid 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 bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. **BID PROTEST:** The city has formal bid 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 bidder 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 bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid 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 bidder shall not constitute a cognizable defense against the legal effect thereof.

20. PATENTS AND ROYALTIES: The bidder, 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 bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid 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 bid, bidder agrees not to use the results there from as a part of any commercial advertising.

22. ASSIGNMENT: Any Purchase Order issued pursuant to this bid 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and 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 bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

IF THIS BID 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 bid 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 bids 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 BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. **ALTERNATIVE BIDS:** Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids 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 bids 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. **BIDDER INVESTIGATIONS:** Before submitting a bid, each bidder 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 bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder 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 bid 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: Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, 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 BIDDERS: The bidder 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 bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder'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 bidder.
- > 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, Worker'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 Worker'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 Worker'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 Worker'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. "This coverage is primary to all other coverage 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 proposal number and title.

When using the "Accord" - 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 proposal on the above project for the following reason(s):

- ___ We are not able to respond to the Invitation to Bid or Request for Proposals 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 _____

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: _____

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project.

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. BID PERFORMANCE & PAYMENT BONDS

A Bid Security Bond shall be submitted with the final bid, if the total bid is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final bid, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the bid to the successful bidder, both bid performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. **Also proof of insurance from the successful bidder is required at the time of award as well.**

D. QUESTIONS

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

Direct all questions to:

[Greg Givens, Grants and Purchasing Coordinator](#)

City of Naples, Purchasing Division

735 8th Street South

Naples, Florida 34102

PH: (239) 213-7100 FX: (239) 213-7105

ggivens@naplesgov.com

PARKING STRUCTURE JOINT RE-SEALING

Interested Bidders shall follow the specifications as outlined in the Specifications below. The City estimates the cost to be in the range of \$25,000-\$40,000 for this project.

Bidders Checklist

| | |
|--------------|--------------------------|
| COVER SHEET | <input type="checkbox"/> |
| BID SCHEDULE | <input type="checkbox"/> |
| REFERENCES | <input type="checkbox"/> |

SPECIFICATIONS

SCOPE OF SERVICE: The City is seeking bids to removal and re-install new backerrod and sealant at structural joints for one of the City's parking structures. The parking structure is located at 400 8th Street South, City of Naples FL. 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:
 - Joints between double T sections: 135 joints at 61ft each = 8,235 ft
 - Total length along interior wall: 1030 ft
 - Misc joints at turns: 10 joints at 60 ft each = 600 ft
 - Total joint length = 9,865 feet.
- 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) Submit schedule of times / days when work will be performed and areas of work. Repairs can not interfere with usage remaining areas of the garage.
 NOTE: All work must be completed before November 15, 2012.

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.

BID SCHEDULE

| COST ELEMENT | PRICE |
|--|-------|
| Remove all existing sealant and backerod from expansion joints | |
| Inspect steel connecting plates and mechanically clean or sandblast, apply two coats of Sherwin Williams Epoxy Mastic to all exposed steel, top and bottom | |
| Prepare joints according to manufacturer specification for installation Tremco Dymetric 240 Multi-Component Polyurethane Sealant | |
| Install new backerod and sealant | |
| Debris disposed | |
| Total Cost | |

Exhibit A

Tremco Dymetric 240 Multi-Component Polyurethane Sealant

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)

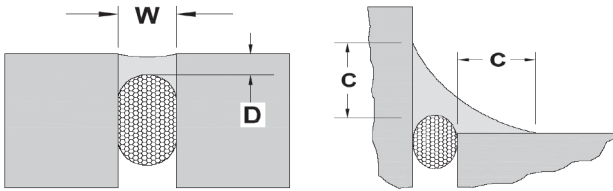
- 3.0-3.5 hours at 77°F (25°C)
- 1.5-2.0 hours at 95°F (35°C)
- 1.0-1.5 hours at 120°F (48.9°C)

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 FCVersion 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 802Supplier : Tremco Canada division
220 Wicksteed Avenue
Toronto, ON M4H 1G7Telephone : (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 EntryInhalation : 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

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| 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

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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) |
| Diocetyl 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 CURATIVEVersion 3.
REVISION DATE: 12/20/2011

Print Date 12/22/2011

SECTION 1 - PRODUCT IDENTIFICATION / PREPARATION INFORMATION**Product Information**Trade name : DYMERIC 240 FC CURATIVE
Product code : 862240 802Supplier : Tremco Canada division
220 Wicksteed Avenue
Toronto, ON M4H 1G7Telephone : (416) 421-3300
Emergency Phone: : (613) 996-6666

Product use : Sealant

Preparation InformationPrepared 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 EntryInhalation : 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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REVISION DATE: 12/20/2011

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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

DYMERIC 240 FC CURATIVEVersion 3.
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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.

DYMERIC 240 FC CURATIVE

Version 3.
REVISION DATE: 12/20/2011

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
- 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