

Request for Proposals

RFP #21-RFP-002-OECH Repair of Exterior Lime Plaster and Wall Repair and Painting Works at Cuartel de Ballajá



Date Initial RFP Issued: February 23, 2021

Proposals Due Date: March 18, 2021 at 9:00 a.m. AST

Contact: juntadesubastas@asg.pr.gov



Issued By:
Administración de Servicios Generales



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1.0 Introduction

1.1 Definitions/Acronyms

1. **ASG** – means the “Administración de Servicios Generales” or the Puerto Rico General Services Administration.
2. **Award Announcement** – refers to the act of evaluating offers or proposals in response to a Request for Proposal with the intention of granting a contract to the proposer that best meets the criteria, specifications, terms, and conditions established.



3. **Best Value** – refers to the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit to the Government in response to the requirements.
4. **Bid Board** – shall mean the Bid Board of the ASG.
5. **Bidder** or **Respondent** or **Proposer** – means a(n) (i) natural person, (ii) legal person, (iii) joint venture, (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred in any Federal, State and/or Local jurisdictions.
6. **Business Hours** – refers to non-Government holiday, non-weekend hours between 8:00 AM Atlantic Standard Time (AST) and 5:00 PM AST. Scheduled preventive maintenance, scheduled upgrades, time before initial installation, and unavailability due to power outages, lack of network availability, or Force Majeure events are excluded from Business Hours Available.
7. **Contractor** – Successful bidder doing business as, Corporations, Partnerships or Joint Ventures duly organized under the laws of the Government of Puerto Rico, or foreign business organizations authorized to do business in Puerto Rico and registered under the Puerto Rico General Services Administration Registro Único de Licitadores also known as RUL (Bidders Sole Register).
8. **Cuartel de Ballajá** – historic building built by Spanish militia during 19th-century, located in Old San Juan, and object of this proposal.
9. **DTPW** – Department of Transportation and Public Works.
10. **Electronic Signature** – refers to a digital image of a hand-written signature that serves as an official signature on binding legal documents.
11. **FEMA** – Federal Emergency Management Agency.
12. **Financial Oversight Management Board** or **FOMB** – refers to the Board created under the Puerto Rico Oversight, Management, and Economic Stability Act of 2016 (“PROMESA”).
13. **Government** – means the Government of Puerto Rico. It is inclusive of but not limited to other government branches, municipalities, and instrumentalities.
14. **Government Entity** – refers to any department, agency, board, commission, body, bureau, office, public corporation, or instrumentality of the Executive Branch, whether existing or to be created in the future.
15. **GSA** – General Services Administration
16. **Instrumentality** – means any entity, agency, or public corporation of the Government of Puerto Rico.
17. **Liquidated Damages** – an amount of money, agreed upon by the parties at the time of the contract signing, that establishes the damages that can be recovered in the event a party breaches the contract.



18. **Low pressure water** – surfaces at historic buildings need to be cleaned with low pressure, conducted within the range of 20-50 psi at a range of 3-12 inches.
19. **Past Performance Questionnaire (PPQ)** – GSA applicants shall demonstrate past performance by customer/client references.
20. **Performance Bond** – refers to the monetary guarantee that requires a proposer to ensure the compliance of an obligation. This bond should be delivered as stated in the Request for Proposal.
21. **PRASA** – Puerto Rico Aqueduct and Sewer Authority
22. **PREPA** – Puerto Rico Electric Power Authority
23. **RUL** – Registro Único de Licitadores
24. **RFP** – means this Request for Proposals and addenda issued by ASG.
25. **Saint-Astier Natural Hydraulic Lime NHL 3.5** – industry-standard used for historic restoration mortar, stucco, and Plaster with no harmful portland cement present.
26. **SHPO** – Puerto Rico State Historic Preservation Office (SHPO).
27. **Uniform General Conditions for Public Works Contracts in Puerto Rico** – the portion of the contract document in which the rights, responsibilities, and relationships of the parties involved are itemized. It defines each contracting party's duties and privileges, and the rules that will govern the relationship.
28. **Vendor Awarded or Awarded Bidder or Selected Bidder** – means a Bidder or Respondent awarded a contract resulting from this RFP.



1.2 Process

This RFP process will be administered through the Administración de Servicios Generales (ASG) on behalf of Puerto Rico State Historic Preservation Office (SHPO). All communication regarding this process must be directed to ASG using the communication protocols identified in Sections 1.6.1 (Requests for Clarification) and 1.6.3 (Pre-Bid Conference). Contact with the Government of Puerto Rico and any of its agencies, municipalities, and instrumentalities regarding this RFP (via e-mail, fax, phone, text messaging, or any other form of live or electronic communication) will not be permitted. Any contracts resulting from this process will be between Bidders and SHPO.

1.3 Background

ASG is issuing this Request for Proposals ("**RFP**") on behalf of SHPO to invite interested Contractors ("**Bidders**") to submit proposals for the repair of exterior lime plaster and wall repair and painting works at Cuartel Ballajá in Old San Juan.

The Cuartel de Ballajá was built from 1854 to 1864 by Spanish militia. Used until 1898, as an infantry barrack to accommodate around 1,000 Spanish soldiers and their families. Other than the housing facilities, the barracks had storage rooms, kitchens, mess halls, dungeons, and horse stables. Its vast interior patio is one of the best examples of 19th-century Spanish architecture in the New World.

The Government of Puerto Rico acquired the building in 1976, through a transfer from the Government of the United States with the commitment of restoring it and using for cultural, educative, and touristic purposes. It is currently managed by SHPO.

In 2017, due to hurricane María this historical building suffered severe damages. A portion of the Hurricane damage was classified by SHPO/FEMA in the project's scope of work as follows:

- Repair of Exterior Lime Plaster (FEMA Ref. No. 155258)
- Wall Repair and Painting Works (FEMA Ref. No. 155272)

The objective of this project is to repair and restore the historical structure's exterior, and walls to a condition consistent with their previous state while ensuring to better withstand similar storm events in the future.

1.4 The Puerto Rico General Services Administration

The General Services Administration (the Administration or ASG), by virtue of Act. No 73 of July 23, 2019, as amended, known as the "General Services Administration Act for the Centralization of Purchases of the Government of Puerto Rico" entity responsible for processing all purchases and bids of goods, works, and nonprofessional services of the Government of Puerto Rico.

ASG has the authority to act as the procuring and negotiating entity for all Government entities.

Additionally, Act 73-2019, as amended, establishes as public policy of the Government of Puerto Rico the centralization of purchase and acquisition process to generate greater savings for the benefit of Puerto Rico.



1.5 RFP Timeline

The timeline for this RFP is presented below in **Table 1.5-1**. All items must be received by the stated deadline.

Table 1.5-1. RFP General Timeline.

Target Date	Event
February 23, 2021	Release of RFP
March 3, 2021	Pre-Bid Conference – 3:00pm
March 5, 2021	Site Visit – 2:30pm
March 12, 2021	Last Day to Submit Questions (Request for Clarification) – 3:00 p.m. (Atlantic): rfpquestions@asg.pr.gov
March 15, 2021	Issuance of Answers to Questions by ASG
March 18, 2021	Proposal Submission Deadline – 9:30 am (Atlantic): at the Bid Board Office, Minillas Government Center, North Tower, 12 th Floor, San Juan, Puerto Rico and by email to juntadesubastas@asg.pr.gov
March 18, 2021	Opening of Proposals – 11:00am

Please note that the RFP timeline includes target dates that are subject to change. It is the responsibility of Bidders to periodically review their emails and the ASG website (www.asg.pr.gov/ReformaCompras/Pages/default.aspx) for all information and updates related to this RFP.

1.6 Request for Clarification (RFCs)

1.6.1 Request for Clarification

Request for Clarifications and Questions relating to this RFP must be submitted via email to rfpquestions@asg.pr.gov no later than 3:00 P.M. on March 12, 2021. Submitted questions should make reference to the RFP number and provide the point of contact for the prospective Bidder.

ASG will compile all questions and issue answers to all questions to prospective Bidders March 15, 2021 on its website (www.asg.pr.gov/ReformaCompras/Pages/default.aspx). Bidders are expected to download from the ASG website the document containing all the answers to the Request for Clarification. Bidders should acknowledge that they have read the answers to the questions by including the acknowledgment language in the Cover Letter as identified in Section 3.1.1.

From the time the RFP is issued until the time an award is made, vendors may not in any way contact ASG or SHPO directly. Questions regarding the RFP may only be asked through e-mail. Questions asked through e-mail will only be answered if they are sent to the e-mail address provided for asking questions and will only be answered if sent during the time allowed for asking clarifying questions. Proposers must not contact ASG or SHPO in any other way. This includes in-person visits, phone calls, text messages, e-mails or any other form of communication.



Please do not call with questions as they will not be answered by phone.

1.6.2 Site Visit

ASG will coordinate with SHPO a visit to the site to allow interested bidders to see the current conditions of the structure and all repairs required as stated in Section 2.2. This **site visit is mandatory** and will be held on March 5, 2021 from 2:30 pm to 3:30 pm.

1.6.3 Pre-Bid Conference

ASG will further clarify the answers posted on the ASG website during a pre-bid conference to be held on March 3, 2021 at 3:00 pm AST. Dial-in information for the conference call will be provided on the ASG website.

The primary purpose of the pre-bid conference is to provide instructions for completing the technical sections of the RFP and the pricing worksheet, as well as to provide further clarification to existing questions submitted via email.

Participation in the Pre-Bid Conference is **mandatory, and all interested bidders have to access the meeting before the conference start**. The registration process for the meeting will begin at least five (5) minutes before of the time schedule for the conference. Participants are encouraged to participate to maximize the opportunity to communicate directly with the government and have questions answered regarding the RFP.

1.7 Proposal Submission

Proposals are to be submitted on or before Thursday, March 18, 2021 at 9:30 a.m. AST, in the following two ways:

1. To the Office of the Bid Board at the Minillas Government Center, North Tower, 12th floor, San Juan, Puerto Rico; and
2. Electronically to the following email address: juntadesubastas@asg.pr.gov

All bidders shall submit their proposal in a sealed envelope to the Office of the Secretary of the Bid Board at the location described above. The envelope shall be identified with the name, address, and phone number of the bidder and the company it represents, as well as the auction number. Upon receipt of the envelope, the Secretary will proceed to mark it with the exact date and time they were received, which will constitute the original delivery date of the proposal. The submitted document will be considered as official proposal.

Any offer received without identifying as established herein will be processed as regular correspondence. Under this circumstance, the Bid Board will not be responsible if the sender loses his opportunity to present the proposal on time, nor will it be able to require that his offer be made known or impute that the offer has been disclosed or opened before time. Furthermore, the bidder may be disqualified for not attaching the required documents to his offer.

The email's subject line shall contain the following:



Attention: Proposal RFP 21-002-OECH from <Contractor name>

The email shall include the proposal as an attachment containing the corresponding items listed in Section 3.0 (Submittal of Final Proposal) and all attachments in Section 13.0 requiring submittal. The same should be a faithful and exact copy of the physically submitted documents and shall include a certification crediting such act. As an exception, attachments may be accepted in-person if the size of the content surpasses the space available via email.

All Bidders are required to submit a redacted copy of their proposal as outlined in Section 7.0 (Confidentiality of Responses & Proprietary Information). If no identifiable redacted copy of the proposal is included with the submission, ASG will consider the submitted copy as both the redacted and un-redacted copy of the proposal.

If the proposal is submitted multiple times, ASG will only accept the latest version submitted before the deadline.

There is no expressed or implied obligation for ASG or SHPO to reimburse firms for any expenses incurred in preparing proposals in response to this request. The Bid Board reserves the right to reject any or all proposals or to select the proposal that represents the best value and is in the best interest of the Government of Puerto Rico.

Proposals will not be evaluated until 11:00 am, March 18, 2021 (Opening date).

1.8 Registration on “Registro Único de Licitadores (RUL)”

Any Bidder interested in contracting with the Government must be registered in the “Registro Único de Licitadores” (RUL) in accordance with the specifications provided in the RUL registration requirements. Bidders can access the RUL through the following link: <https://rul.asg.pr.gov/>

Registration in the RUL with all up-to-date certifications of eligibility requirements is a mandatory requirement for any natural or legal person interested in participating in the procurement process of goods and services with the Government of Puerto Rico. At the time of any proposal response submission, all bidders must have the certification of eligibility in order to be in compliance with Article 43 of the Ley de la Administración de Servicios Generales (Ley 73-2019).

Registration in the RUL must be active, and all documents required for active registration to be up to date.

In the case of partnerships or joint ventures that have been formed by the constitution of a legal entity independent of its partners and registered in the Department of State of Puerto Rico, it will be said legal entity that will be obliged to comply with each of the requirements required by ASG to participate in the RFP or the alternative method of selection chosen. Bidders shall provide a “Contractor Certification” detailed in Attachment L per FOMB Policy: Review of Contracts.

New legal entities created within 18 months prior to the publication date of this RFP, will be evaluated on their individual members experience, references, and financials.



Proposals from Bidders not registered or inactive in the RUL will not be rejected for such reason. Nonetheless, the bidder shall have five (5) business days, computed from the Opening to submit all required documents to the RUL. In the event that the bidder does not provide the required documents, the bidder shall be disqualified.

1.9 Universal Identifier and System for Award Management

Prior to submitting a proposal, Bidders are required to register in the System for Award Management as stated on the 2 CFR, Subtitle A, Chapter 25. The following link can be used for the registration <https://www.sam.gov/SAM/pages/public/index.jsf>.

This registry information must be included in the contact information required on Section 1.10.

1.10 Bidder Point of Contact & Signatures

All submitted proposals shall provide a clear point of contact that includes:

- Name of point of contact
- Name of Business and/or Firm
- Name of other associated business, firms, and/or professionals
- Name of owner/s and/or principals
- Address
- Type of organization
- Organizational chart of the company and Organizational chart for the project
- Professional licenses and credentials of the Business
- Email address of point of contact
- Universal Identifier Code from SAM

Proposals that do not identify a point of contact and contact information can be rejected. This information will be provided in the Cover Letter (refer to Section 3.1.1). The cover letter of the proposals must be signed with indelible ink or blue pen by an authorized agent of the Bidder. The authorized agent must be the same point of contact registered in the RUL. Electronic signatures that comply with this requirement are accepted.

1.11 Addendum

ASG or SHPO may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Any addendum to these documents will be issued in writing and be posted on the ASG website (www.asg.pr.gov/ReformaCompras/Pages/default.aspx). Any Addendum or changes to the RFP document will be communicated to all vendors registered in the RUL. No oral statements, explanations, or commitments by anyone will be in effect unless incorporated in the written addendum. Receipt of Addendum must be acknowledged by the Bidder on Attachment A.

2.0 Scope of Work

2.1 General

This RFP seeks to receive responses from Bidders who want to be considered for the repair and



paint works of the exterior walls at Cuartel de Ballajá with SHPO. The Government has requirements in the following five areas: 1) Cost Proposal, 2) Time schedule and milestones, 3) Proposed Approach and Key Personnel, 4) Firm experience and Financial capacity and 5) Proposed Inclusion of Small, Minority, and Women-Owned Business.

The proposals shall be clear, concise, and include sufficient detail for an effective evaluation, and for substantiating the validity of stated claims. Proposals shall not simply rephrase or restate the Government's requirements, but rather shall provide a convincing rationale to address how the Bidder intends to meet the requirements. Bidders shall assume that the Government has no prior knowledge of their experience or best practices, and that qualifications and past performance reviews will be based only on the information presented in the Bidder's proposal. The Government reserves the right to request additional documentation that supports information presented by each proposer in the different sections.

The Contractor is accountable for the complete project requirements indicated in the proposal documents and shall build, furnish, install, and complete all project components. Contractor is responsible for filing all applicable permits and endorsements needed to start site work. Contractor is responsible for the payment of all applicable permits and endorsements fees, Department of Transportation of Public Works (DTPW) bonds, agencies contributions (PREPA, PRASA, etc.) and taxes. Refer to the Uniform General Conditions for Public Works Contracts in Attachment K.

Contractors will be solely responsible for any damages that may occur to people or property in the performance of work, be they accidental or due to negligence, and must fully repair and take all other necessary corrective actions required to resolve all damages or claims prior to submitting costs to SHPO for reimbursement. Unless adjudicated by a court of law, SHPO will be solely responsible for determining corrective actions and certifying that such actions are sufficient and appropriate. A certification from SHPO and/or the injured party is required to document and demonstrate that appropriate corrective actions were taken, and that the situation was resolved prior to payment.

2.2 Scope of Work - Bid Items

Under this contract, work must consist of all labor, equipment, fuel, traffic control costs, and other associated incidental costs necessary to complete the Bid Items. As provided herein, debris disposal fees, recycling fees and permitting fees will be borne by the Contractors and reimbursed at cost, without markup, by SHPO. The structures to be repaired and painted are free from lead and asbestos. Additional scope and bid notes have been provided at the end of this section. The work to be undertaken includes, but may not be limited to:

- Approximately 174,500 square feet of exterior walls will be painted on the three story Cuartel de Ballajá. Additionally, approximately 20,000 square feet of plaster at the exterior walls need to be restored. Due to the historical nature of the building, these tasks need to be accomplished with specific materials and techniques to maintain and preserve the historical aspect.
- Approximately 50,500 square feet of exterior walls will be painted on the one- and two- story building at the Plaza del Soportal. This is a concrete and block non historic building.



The work including both, the Cuartel de Ballajá and the Plaza del Soportal building, must be completed in a period of time equal to or less than 320 calendar days.

The materials to be used in the project scope must comply with the specifications outlined below in **Table 2.2.-1** or a similar product to be approved by SHPO. Refer to Attachment E for specific requirements of the proposed materials.

Table 2.2-1. Material specifications

Item #	Bid Item	Material	Specification	Manufacturer
2.1	Exterior walls: Restoration	Lime plaster	Saint-Astier Natural Hydraulic Lime NHL 3.5	LimeWorks.us
2.2	Exterior walls: Lime Plaster	Lime plaster	Saint-Astier Natural Hydraulic Lime NHL 3.5	LimeWorks.us
2.3	Exterior walls: Paint Restoration	Conditioner	Ready Wall Surface Conditioner	Master Paints
2.3	Exterior walls: Paint Restoration	Paint	Restaura Special lime paint	Master Paints
3.1	Exterior walls: Wall Paint at Plaza El Soportal	Primer	Best Guard Primer & Sealer	Master Paints
3.1	Exterior walls: Wall Paint at Plaza El Soportal	Paint	Ultimate Flat	Master Paints
4.1	Woodwork: Restauration and Paint	Paint remover	Paint remover semi-paste strip PR-111	LANCO
4.1	Woodwork: Restauration and Paint	Paint	KLIMA WHITE THIXOTROPIC TOPCOAT PN6B	KLIMA
4.1	Woodwork: Restauration and Paint	Stain	TDS500	KLIMA
4.1	Woodwork: Restauration and Paint	Sealer	WHITE IMPREGNATOR PN410	KLIMA
4.1	Woodwork: Restauration and Paint	Primer	AQUATEC PIGMENTED THIXOTROPIC SEALER – WHITE PN4B	KLIMA
4.1	Woodwork: Restauration and Paint	Adhesive Epoxy Paste	WoodEpoxy A	ABATRON
4.1	Woodwork: Restauration and Paint	Epoxy Curing Agent Paste	WoodEpoxy B	ABATRON
4.1	Woodwork: Restauration and Paint	Adhesive	Titebond III Ultimate Wood Glue	Titebond

Bid Item #2.1 - Exterior walls: Restoration

The Bidder must consider all visible reports to the exterior walls of Cuartel Ballajá, some photos are attached for reference of the most common repairs. Each proponent is responsible for considering all areas to be repaired.

In certain areas, it is necessary to repair the wall before applying the lime plaster finishing. The Bidder shall use Spanish sun-dried bricks of the appropriate sizes to fill the void and glue it with



lime and brick dust mortar. Before applying the lime plaster finish, repaired areas need to be curing for at least seven (7) days; moisture needs to be kept during the curing process. The surface needs to be clean before starting any work, please refer to Exterior walls: Lime Plaster section to obtain cleaning instructions. The lime plaster that shall be used is Saint-Astier Natural Hydraulic Lime NHL 3.5, or similar product to be approved by SHPO.

Bid Item #2.2 - Exterior walls: Lime Plaster

An approximately 20,000 square feet of lime plaster will be replaced on exterior walls, inner courtyard walls, hallways, and staircase at Cuartel de Ballajá. Currently, some of these areas are exposed, however, it is expected to identify other areas that are about to come off and also need to be restored. During the cleaning of the areas, SHPO's Project Manager (PM) will be identifying the areas that need restoration.

The surface must be clean, moist, and free of dust, dirt, grease, fungus, and any other type of contaminant. Remove the mildew by scrubbing with a solution of laundry detergent and ¼ of hypochlorite type household bleach and ¾ of water. After scrubbing, rinse with low pressure water of a maximum of 50 psi (do not use water with high pressure).

The lime plaster to be used is Saint-Astier Natural Hydraulic Lime NHL 3.5 (www.Limeworks.us) or a similar product to be approved by SHPO. The lime plaster will be applied over the moist surface per layer, each layer cannot exceed 3/8 inches of depth; between the application of each layer, there needs to be a curing process for at least seven (7) days. During the curing process, moisture needs to be kept. After applying the last layer of lime plaster, there shall be a curing process for a minimum of twenty-eight (28) days before commencing the painting process. Moisture needs to be kept during the first seven (7) days of the curing process. After the 28 days of curing period, a PH test will be performed by the project inspector before paint is applied.

Bid Item #2.3 - Exterior walls: Paint Restoration

An approximately 174,500 square feet of exterior walls, including walls of the inner courtyard, hallways, and staircase, will be painted at Cuartel de Ballajá. To prepare the surface, additional cleaning of the walls will be necessary. Given the conditions of the site, exposure to salt residue and other atmospheric conditions, cleaning will be performed in sections and with no more than two (2) days in advance to begin painting tasks.

The surface must be clean, dry and free of dust, dirt, grease, fungus, and any other type of contaminant. Remove the mildew by scrubbing with a solution of laundry detergent and ¼ of hypochlorite type household bleach and ¾ of water. After scrubbing, rinse with low pressure water (do not use water with high pressure). Before starting the painting process, it is necessary to confirm that the walls are completely clean, free of chalk, salt, or any other impurities that could impair the adhesion of the new paint. If necessary, washing the walls should be repeated until it is ensured that the surface is completely clean and free of particles.

After the surface is dry, the painting process begins with the application of one coat of Ready Wall Surface Conditioner Master Paints, or similar product to be approved by SHPO. The first coat of paint should be applied within 1 to 3 days of applying the conditioner. Two (2) coats of Restaura



Special lime paint from Master Paint will be applied, or a similar product to be approved by SHPO; between each coat a drying time of approximately 24 hours should be given.

A different approach will be carried out on the repaired sections of walls; two coats of Best Guard Primer & Sealer (including a 5 % of color) from Master Paint, or similar product to be approved by SHPO, will be applied. Each coating needs approximately 24 hours of drying time. Two (2) coats of Restaura Special lime paint from Master Paint, or similar product to be approved by SHPO, will be applied; between each coating, a drying time of approximately 24 hours shall be enforced.

All photos are included for reference in Attachment G, the color codes will be delivered to the successful bidder.

Bid Item #3.1 - Exterior walls: Wall Paint at Plaza El Soportal

Approximately 50,500 square feet of exterior walls, including walls of the staircase, will be painted at Plaza El Soportal. The surface must be clean, dry, and free of dust, dirt, grease, fungus, and any other type of contaminant. Remove the mildew by scrubbing with a solution of laundry detergent and 1/4 of hypochlorite type household bleach and 3/4 of water. After scrubbing, rinse with high pressure water (between 2,000-3000 psi). Before starting the painting process, it is necessary to confirm that the walls are completely clean, free of chalk, salt, or any other impurities that could impair the adhesion of the new paint. If necessary, washing the walls should be repeated until it is ensured that the surface is completely clean and free of particles.

After the surface is dry the painting process begins with application of one coat of Best Guard Primer & Sealer from Master Paint, or similar product to be approved by SHPO. The first coat of paint should be applied within 24 hours of applying the primer. Two coats of Ultimate Flat from Master Paint, or similar product to be approved by SHPO, will be applied; between each coating, a drying time of approximately 24 hours shall be enforced.

An elevations drawing is attached specifying the colors that shall be used. (refer to Attachment F).

Bid Item #4 - Other details and specifications

For both locations, the proponent should include in their bid, the restoration, as needed, and painting of the wood and steel elements that are part of each area, such as wood/metal railing around the hallways, exterior balconies, windowsills, among others. Refer to Attachment E for specifications on wood repair and paint jobs. In addition, the Contractor needs to provide new transit signs, as needed; for sign installation the Contractor should consider using stumps, to provide space between the wall and the sign. The commemorative plaques at Cuartel de Ballajá (refer to Attachment G) will be removed with care so as not to damage them and will be delivered to SHPO. Once all repair and painting work on the walls are completed, the Contractor will re-install the commemorative plaques on their original locations.

In the northeast and northwest corners of the Cuartel Ballajá, there are four wall -mounted supports with a banner. These wall-attachments need to be removed. They shall be replaced by a new stainless-steel grade 316 frame based on the attached drawing on this RFP (refer to Attachment G); the proponent shall consider this as part of their proposal.



The contract period is 365 calendar days. The Contractor will have 320 calendar days after the Notice to Proceed to achieve the Substantial Completion; for Final Completion, the Contractor will have 15 calendar days after Substantial Completion. For administrative closing, the agency has 30 calendar days after Final Completion.

The failure to complete the work within the Substantial Completion will be subject to the application of Liquidated Damages as per Section 9.5 Liquidated Damages of the Uniform General Conditions for Public Works Contracts in PR.

Special Notes to Bid Items:

***Permitting:** Fees for regulatory permitting must be incurred by the Contractors and charged back to SHPO at cost, without markup. Contractors must provide sufficient documentation for proof of payment for permitting costs to satisfy claim with SHPO.

Obtaining appropriate permits and adhering to associated requirements is the responsibility of the Contractors performing the work. All required permits must be issued by the Regulatory Agency prior to initiating any site activity. Contractors who do not obtain the proper permits and or do not follow permit requirements will be solely responsible for any costs associated with work deemed ineligible for reimbursement (with Federal or State funds), or for any fines, penalties, legal actions, or remediation requirements that may result. In entering a contract with SHPO, Contractors must indemnify SHPO, the Government of Puerto Rico, and their other agents, contractors and assigns from any such costs or responsibilities.

2.3 Scope of Work - Technical Specifications

Notice to Proceed Orders: SHPO or its representative must issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall stipulate the provision of services. Contractors are not authorized for the performance of any service outside written NTP orders provided by SHPO or its representative.

Standard of Performance: All debris identified by SHPO must be removed. Partial removal of debris piles is prohibited. No single piece of debris larger than twelve (12) inches in any dimension must be left on site, and each property must be left in generally clean and safe condition.

Documentation and Recovery Process: In addition to repair and painting activities the Contractors will provide the following:

- a. Documentation of work as directed/requested by SHPO.
- b. Provide written and oral status reports as directed/requested by SHPO.
- c. Review documentation to be provided to SHPO for accuracy and quantity and to verify all work was completed as described.

Safety: The Contractors will be solely responsible for maintaining safety at all work sites. The Contractors must take all reasonable steps to ensure safety for both workers and visitors to repair and paint site. Safety at the site includes traffic control such as traffic cones and flag personnel. The Contractors will also be solely responsible for ensuring that all OSHA requirements are met and that a safety officer is assigned to the project for the duration of this Contract. Contractors who do not



follow required and other reasonable safety requirements will be solely responsible for any costs associated with work deemed ineligible for reimbursement (with Federal or State funds), or for any fines, penalties, legal actions, awards, or corrective actions that may result. In entering a contract with SHPO, Contractors must indemnify SHPO, the Government of Puerto Rico, and their other agents, suppliers and assigns from any such costs or responsibilities.

On-Site Project Manager: The Contractors must provide an on-site project manager to SHPO. The project manager must provide a telephone number to SHPO with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with SHPO or its authorized representatives. Daily meeting topics will include, but not limited to, project completion progress, and SHPO/Contractor coordination for areas to be painted/repainted. Frequency of meetings may be adjusted by SHPO. The Contractors' project manager must be available twenty-four (24) hours a day, or as required by SHPO.

Traffic Control: The Contractors must mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractors are responsible for establishing and maintaining appropriate traffic controls in all work areas. The Contractors must provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work must be done in conformity with all applicable Local, State and Federal laws, regulations, and ordinances governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items must be immediately corrected by the Contractors. No further work must take place until the deficiency is corrected. Neither SHPO nor its agents/representatives must sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractors for traffic control is an incidental expense contemplated as part of the Contractors' compensation under the terms and conditions of scope of services.

Private Work: Neither the Contractors nor any subcontractors of Contractors may solicit work from private citizens nor others to be performed in the designated work areas during the term of this agreement. SHPO reserves the right to require the Contractors to dismiss or remove from the project any workers or subcontractors as SHPO sees necessary.

Documentation and Inspections: All repairs and paint works must be subject to inspection by SHPO and its authorized representatives. Inspections will be to ensure compliance with the Contract and applicable Local, State and Federal laws. The Contractors must grant SHPO access to all work sites. The Contractors will work closely with SHPO, state authorities, FEMA and other agencies to ensure repair and paint works and documentation is complete and accurate.

Proposed Fee/Incidental Work: Quoted prices include all insurance, bonds, overhead, labor, materials, equipment, subcontractors' costs, personnel lodging and meals, and profit. Any and all costs for scope of services must be included in Contractors' prices as provided in the pricing included in Attachment C.

Permits, Applicable Laws and Regulations: Any and all permits required will be the Contractors' responsibility. Contractors must adhere to all Federal, State and Municipal applicable laws, as well as FEMA and other Federal policies in place at the time of contract activation. Contracts funded with Federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 CFR Part 200).



As a Federally-funded activity, all repair and paint actions must comply with applicable environmental and historical preservation laws and regulations; noncompliance with this requirement may jeopardize the receipt of federal funds.

Contractors who do not obtain the proper permits and or do not follow permit requirements, applicable laws, and or regulations will be solely responsible for any costs associated with work deemed ineligible for reimbursement (with Federal or State funds), or for any fines, penalties, legal actions, or remediation requirements that may result. In entering into a contract with SHPO, Contractors must indemnify SHPO, the Government of Puerto Rico, and their other agents, suppliers and assigns from any such costs or responsibilities.

3.0 Submittal of Final Proposal

The proposal submissions must contain the sections below and respect page limits stated for each section. Pages submitted in excess of the stated page limitations will not be taken into consideration and will not be evaluated. Pages shall be single-spaced on 8½ by 11-inch paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively and use a 12-point font of *Times New Roman*.

Respondent's proposal shall be formatted as follows:

3.1 Response document to RFP (original and redacted)

3.1.1 Cover Letter (One (1) page)

Bidders must submit a one (1) page cover letter that shall include the following:

- Full Name of the Bidder's Organization
- Name of Contact Person
- Contact Information (phone, e-mail, and postal address) for technical and cost issues or questions
- RFP Number
- RFP Release Date and Time
- Signature of Contact Person

Please include the following language in the Cover Letter:

"I hereby acknowledge that I have received and read the responses to the Proposer questions summarize in the Acknowledgement to Request for Clarification Response Document."

3.1.2 Transmittal Letter (Maximum of two (2) pages)

This transmittal letter must provide a brief overview of the key elements of the Bidder's proposal and why the Bidder should be selected. The transmittal letter must include the Bidder's certification that they have read and understand the requirements of the RFP (and any addenda that may be released) and agree to comply. This letter must be signed by an official with the legal authority to bind the Proposer and must include a statement that the proposal and terms within are to be valid for a minimum of one-hundred and twenty (120) days.



3.1.3 Firm Experience and Financial Capacity (Maximum of forty (40) pages)

Bidders must provide contact information (name, title, company, address, phone number, and email address) for at least four (4) references (public sector clients preferred) where Bidder has executed work that is similar to the one requested in this RFP. References shall be dated within the past five (5) years of the RFP closing date.

Describe the past history and experience of the firm as it relates to the proposed scope of work, specifically focusing on works performed in historic buildings. and other areas the Bidder believes demonstrates their relevant qualifications and experience. Any subcontractors must be named, along with a description of those firms' experience and what role they will play on the Bidder's team. Bidder must describe their demonstrated capability to provide the staffing with the qualifications required in this RFP through the term of the expected contract.

The bidder must present two (2) similar projects completed within the past 10 years using the attached Project Fact Sheet (refer to Attachment B). For each project, the contractor must undergo the due diligences to complete and submit the attached Past Performance Questionnaire (PPQ) form (refer to Attachment D). The Bid Board may contact these references to verify this information.

The Bidder must also include a copy of their most recent audited financial statement, along with a summary as to why the Bidder believes that and any other relevant information provided demonstrates the firm's financial capacity to pay employees and subcontractors even when awaiting payment of invoices under this engagement. This section must also include a statement making a firm commitment that the Contractor will pay its employees and sub-contractors without regard to the timing of payment by SHPO and the Government of Puerto Rico.

3.1.4 Proposed Approach and Key Personnel

The bidders should include as part of their proposal a Management Approach Narrative (Maximum of two (2) pages) that indicates the work plan to perform the activities.

Answer the following:

- Which project management approach(es) will be implemented?
- Which is your preliminary feasibility analysis and methodology for the constructability of the project?
- What is the proposed method of construction?
- What are the specific stages of your management process for this project?
- Which activities and/or techniques will be used to constitute a work team?
- How will you solve a work team conflict related to the required deliverables?
- How will you maintain a timely submittal of deliverables?
- How will you manage the current COVID-19 pandemic alongside on-site employees and other personnel?

Bidders must provide an organizational structure and proposed staffing pattern (including number of personnel) that they would anticipate utilizing to deliver the required services contemplated under this RFP and provide a detailed explanation as to how they would approach and manage the



engagement to ensure efficiency, transparency, and positive outcomes. Bidders are encouraged to include information about any unique or specialized approaches and capabilities they will bring to the engagement, with emphasis on historic building restorations.

This need not be an exhaustive list of personnel to be assigned, however it must demonstrate the availability and qualifications of personnel to manage and lead each element of your proposed organizational structure. This section must include a statement that clearly confirms that the personnel named and offered in this section are available and are committed to participate on-site in Puerto Rico in support of this project on a full-time basis. Resumes highlighting relevant experience of each proposed team member of no more than 2 page each must be provided for all personnel the Bidder wishes to be evaluated for scoring purposes. Key management and leadership personnel must not be removed from the project without prior written consent from SHPO, and without a suitable replacement with appropriate skills and experience (as determined by SHPO). SHPO reserves the right to disallow or remove personnel proposed or provided by the Bidder at its sole discretion.

The bidders must include on their proposal the following key personnel resumes:

- Historical Conservation Expert
- Project Manager
- Superintendent
- Quality Control Officer
- Health and Safety Officer

The key personnel must demonstrate no less than 5 years of experience in the indicated position, preferably in construction projects. The Historic Conservation Expert is expected to be available as needed; the Superintendent, Quality Control Officer & Health and Safety Officer must be at the project site while the work is carried out. The proposed Health and Safety Officer should be included with his/her OSHA 30hrs certificate and/or card. If an individual is assigned to more than one position, it must be clearly indicated on the bidder's response.

3.1.5 Proposed Inclusion of Small, Minority and Woman-Owned Businesses (2 pages):

The Contractor must include in this proposal a preliminary plan that explains necessary and reasonable steps to ensure that Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract.

Consistent with the provisions of 2 CFR 200.321 SHPO and ASG desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

- Promote affirmatively (where feasible) in accordance with all applicable Puerto Rico Laws, together with all other applicable laws, statutes and constitutional provisions the procurement of goods or services in connection with recovery projects for minority owned business enterprises;
- Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises;



- Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for PPDR and demolition projects and subcontracts;
- Promulgate and enforce contractual requirements that the general contractor or all construction projects must exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

In addition, SHPO and ASG will also adhere to and require the Contractors to follow 2 CFR 200.321 requirements which include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total tasks, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, to encourage participation by small and minority businesses and women's business enterprises;
- 5) Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as appropriate;
- 6) Requiring the prime contractor, if subcontracts are to be awarded, to take the five previous affirmative steps.

3.1.6 Time Schedule and Milestones

The bidders will include a time schedule as part of the proposal, must consider materials lead times, drying/curing times, any other additional activities that are necessary and impact the time to complete the work. It must be presented by floors with their respective activities. Bidders must provide specificity of milestones and project deliverables.

3.1.7 Cost Proposal (No page limit. The Bidder must submit the Cost Breakdown)

Bidders shall provide a Lump Sum for all the services to be provided on this project using the attached cost breakdown template (refer to Attachment C). It is understood that the price shall include all labor, equipment, materials, bailing, incidental work, overhead, profit, insurance, mobilization, demobilization, materials laboratory testing, etc. to cover the desired scope of work. The bidders' Lump Sum price shall include the cost of municipal taxes and patents ("arbitrios de



construcción y patentes municipales").

3.1.8 Bonds

In accordance with to 2 CFR 200.325, bonding requirements are as follows:

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirement must be as follows:

- (A) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

The bond must be in original. If the bond is presented through an insurance company, it will be in favor of the General Services Administration and if it is presented by certified check or money order, it will be in favor of the Secretary of the Treasury. The bid bond will be presented at the same time the offer is submitted or annually by means of a lump sum. Bid Bond Forms are included in Attachment I.

Bonds for amounts less than required will not be accepted. Failure to comply with this requirement leads to the rejection of the offer or proposal or the cancellation of the award. All bonds will be guarded by the Administration's Finance Division.

Failure of the successful Bidder to perform a contract and provide evidence of adequate insurance coverage, as provided herein, within ten (10) days of written notification of the award, will be just cause for annulment of the award and the loss of the guarantee of the offer to ASG, the confiscation of which will be considered not as a sanction, but as a liquidation of the damages suffered.

When the Administration or the Bid Board decides to cancel the auction, all bid bonds will be returned within a term of three (3) business days after the corresponding notification.

- (B) A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

Whoever is awarded an auction or proposal must submit a performance bond to the Auxiliary Administration of Acquisitions or the Bid Board, no later than ten (10) business days following the notification of the award. Said bond will guarantee the execution of the contract. The bond must be in original. If it is presented through an insurance company, it will be in favor of the General Services Administration and if it is presented by certified check or money order, it will be in favor of the Secretary of the Treasury



- (C) A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

The Performance Bond and the Payment Bond must be executed by one or more surety companies legally authorized to do business in Puerto Rico, and must become effective upon activation of contract and issuance of a Notice to Proceed by SHPO. The surety bonds must be in the form set forth in SHPO Regulations without any variations therefrom or in any other form authorized by SHPO. The Bidder will be solely responsible for any costs associated with obtaining bonds.

In addition, the successful Bidder will be required to submit a verification letter annually from the surety confirming that the Bidder is able to provide a payment and performance bond.

Payment and Performance Bonds notes are included in Attachment J.

Credit Line: The Contractor must present a line of credit from his banking institution for a minimum of 25% of bid cost proposal expressly available for this program.

Withdrawal of Submitted Proposal:

1. The withdrawal of a proposal may be carried out through written request addressed to the Auxiliary Administration of Acquisitions and/or the Bid Board, presented at any time prior to the opening.
2. The proponent may not present a substitute proposal once their proposal for a certain purchase is withdrawn.
3. No proponent may withdraw their offer after the opening.

Proprietary Information: Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction will not be subject to public disclosure. The firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be labeled “Confidential” in the top right corner. Pricing schedules may not be proprietary. Bidders may not make their entire bid package or pricing confidential under this provision, and SHPO reserves the right to evaluate and determine whether confidential designation is both appropriate and permissible.

Right to Reject all Bids: All proposals submitted in response to this request will become the property of SHPO and as such, may be subject to public review on the ASG website after awards have been made.

SHPO has the right to reject any or all proposals, to engage in further negotiations with any firm submitting a proposal, and/or to request additional information or clarification.



Taxes, Patents, Liability, and Worker's Compensation: All municipal, payroll, and other taxes, patents, liability, and worker's compensation are the sole responsibility of the Bidder. The Bidder understands that an employer/employee relationship does not exist under this contract.

Sub-Contractor/ Partner Disclosure: A single firm may propose the entire solution. If the proposal by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal must remain solely responsible for the performance of all work, including work that is done by sub-contractors. No additional sub-contractors or partners must be added to the Contractor's team after bid submittal except under rare circumstances, and only then only when fully justified to and expressly approved by SHPO. Bidders shall provide a "Contractor Certification" detailed in Attachment L per FOMB Policy: Review of Contracts.

Modification of Proposal: Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received prior to the closing time for receiving proposals will be accepted. The proposal must be corrected in accordance with such written requests, provided that any such written request is plainly marked "Modification of Proposal #21-002-OECH. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

Insurance Requirements: The Bidder agrees that if selected, upon Contract Award and at Bidder's sole expense, Bidder must procure and maintain the insurances with insurers authorized to do business in Puerto Rico and provide insurance required by SHPO or the regulatory agency that granted the funds.

- **-Additional Insurance Requirements:** The Bidder agrees that if selected, upon Contract Award:
 - A. All insurance policy must be endorsed, specifically or generally, to include the following as Additional Insured:
SHPO, COMMONWEALTH OF PUERTO RICO, OFFICE OF THE GOVERNOR, NATIONAL PARK SERVICES, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.
 - B. Before commencement of any work or event, Bidder must provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
 - C. Bidder must have no right of recovery or subrogation against SHPO (including its officers, agents, and employees), it being the intention of the parties that the insurance policies so affected must protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
 - D. SHPO must have no liability with respect to Bidder's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Bidder.
 - E. Notwithstanding the notification requirements of the Insurer, Bidder hereby agrees to notify



SHPO's Insurance Manager two (2) days of the cancellation or substantive change of any insurance policy set out herein. SHPO, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance must note in the Description of Operations the following:

Agency: _____

Contract #: _____

G. Insurance procured by Bidder must not reduce nor limit Bidder's contractual obligation to indemnify, save harmless and defend SHPO for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder must be listed as follows:

SHPO

Attention: SHPO Director

Cuartel de Ballajá

San Juan, PR

I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor must ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Indemnification: The Bidder agrees that, if selected, upon Contract Award, agrees to protect, defend, indemnify and hold SHPO, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Bidder, its officers, employees, subcontractors or agents. Bidder further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Assumption of Ineligible or Unauthorized Costs: The Bidder must, if selected and upon contract award, be solely responsible for any and all costs incurred under this engagement that are the result of Contractor negligence, lack of adherence to the approved scope of work, purposeful or inadvertent damages to people or property (and any necessary or awarded costs to rectify same), or any other action or inaction that may result in costs being deemed in violation of law, regulation, or policy and/or being found ineligible for reimbursement by Federal, State, or other sources. Said costs must not be billed to nor reimbursed by SHPO.

Licenses: The selected Bidder must have and maintain a valid and appropriate business license (if applicable), meet all Local, State, and Federal codes, and have current all required Local, State, and Federal licenses.



4.0 Evaluation, Selection, and Award

ASG will review all qualified responses to this RFP and the ASG Bid Board will select the proposals that it determines to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for completeness and adherence to the requirements of this RFP. ASG will not consider substantively incomplete or non-responsive proposals. A non-responsive proposal is a proposal that was not submitted in a timely manner, or that fails to meet the material terms and conditions of this RFP as determined by the Government of Puerto Rico.

ASG reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. The decision of ASG in this regard will be final.

The proposals received in response to this RFP will be evaluated and ranked by a Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below.

After thoroughly reading and reviewing this RFP, each Evaluation Committee member will score the responses to the scope of work as outlined in Section 3.0 (Submittal of Final Proposal).

Point assignments for each evaluation criterion will be based on the following guidelines:

Outstanding (100% of Maximum Score for a Performance Area)	Response indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Good (75% of Maximum Score for a Performance Area)	Response indicates a thorough approach and understanding of the requirements and contains at least one strength.
Acceptable (50% of Maximum Score for a Performance Area)	Response indicates an adequate approach and understanding of the requirements.
Unacceptable (0% of Maximum Score for a Performance Area)	Response does not meet requirements of the RFP, and thus, contains one or more deficiencies and is un-awardable.

Total point assignments from each Committee member will be added together for a total overall score. This total score for each Bidder will determine the order of the Bidder's ranking.

The Bid Board reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality, performance of the services proposed, and cost.

4.1 Criteria

An Evaluation Committee will score proposals based on criteria listed below **Table 4.1-1**. Evaluation factors will include, but are not limited to, the following:



Table 4.1-1 Evaluation Criteria

CRITERIA	WEIGHT
Cost Proposal	35
Time schedule and milestones	25
Proposed Approach and Key Personnel	20
Firm experience and Financial Capacity	10
Proposed Inclusion of Small, Minority, and Women-Owned Business	10
TOTAL	100

Upon completion of scoring, the Evaluation Committee will prepare a recommendation document with the signature of all Committee members. This Notice will be submitted to the ASG Bid Board. The Bid Board will make the final decision. All Bidders will receive a copy of the final determination.

4.2 Award Procedures

The award will be made to the proposal that represents the best value to the Government of Puerto Rico and that is also in the best interest of the Government of Puerto Rico. The awards will be made by the ASG Bid Board. The Bid Board reserves the right to accept other than the most financially advantageous proposal. The Bid Board reserves the right to accept or reject all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Bidder, to accept any items in any proposal. The Bid Board may, at its discretion, require one or more Bidders to appear before an Evaluation Committee for an interview or to make a presentation to clarify the contents of their RFP. During such interview, the Bidder may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Bidders will be notified in advance of the time and format of such meetings. Since the Bid Board may choose to award a contract without engaging in discussions or negotiations, the proposal submitted must define each Bidder's best offer for performing the services described in this RFP.

The commencement of such discussions, however, does not signify a commitment by SHPO or ASG to execute a contract or to continue discussions. ASG or the Bid Board may terminate discussions at any time and for any reason. A proposal may be rejected if it is incomplete. The Bid Board may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. As the Bid Board may award a contract based on the initial offer, a Bidder must make its initial offer on the most favorable terms available. The Bid Board reserves the right, however, to have discussions with those Bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter. The Bid Board may select and enter negotiations with the next most advantageous Bidder if negotiations with the initially-chosen Bidders are not successful.

Once the Bid Board makes the corresponding award, they shall provide notice of their final determination by way of ruling or Award Notice. The Ruling or Award Notice shall be properly notified, by federal certified mail with acknowledgement of receipt or e-mail to all the parties that are entitled to challenge such determination, namely, all the proponents participating in the process. The award notice must include: (i) the names of the bidders that participated in the Request for Proposals



or Request for Sealed Proposals and a summary of their proposals; (ii) the factors or criteria that were taken into account for the awarding of the proposal; (iii) the defects, if any, that the losing bidders' proposals had, and (iv) the availability and the term for requesting the administrative review and judicial review. The Bid Board must file the final determination on the award and a record of the notice.

If awarded, Contract signage procedure allows 15 working days after the award notification to selected Bidders to submit all required documentation for the contract execution.

All processes are going to be governed under the Puerto Rico Procurement Law 73 dated July 23, 2019 and all applicable Federal rules and procedures.

It is the intent of SHPO to enter a contract. The contract must be for a base period of one (1) year. Quoted prices must remain firm for the base period and first option year.

Contents of the proposal must become contractual obligations if a contract ensues. Failure of the Bidder to honor these obligations may result in cancellation of the award.

5.0 Other Terms & Conditions

5.1 Administrative Review

The party adversely affected by a decision of the Bid Board may, within a term of twenty (20) days from the deposit in the federal mail or email notifying the auction award, submit a request for review before the Management Review Board. General Services. Once the administrative review has been submitted, the corresponding Bid Board will submit a certified copy of the case file to the Review Board, within three (3) calendar days following the filing of the appeal.

The appellant shall provide notice with a copy of the request for administrative review to the adversely affected Administration and Bid Board; they shall simultaneously also provide notice to the provider that was awarded the bid. This requirement is of a jurisdictional nature. In the review document itself, the appellant shall certify to the Review Board its compliance with this requirement. The notice must be provided through certified mail with acknowledgement of receipt and e-mail. The appellant must provide notice, furthermore, to all the bidders that participated in the bidding process. In the case of an Informal Bid or Request for Proposals, they must notify the Auxiliary Administration of Acquisitions.

If so requested by the adversely affected party, the Bid Board adversely affected shall provide them with both the mailing addresses and e-mail addresses that the participating providers have reported during the challenged bidding process.

5.2 Rejection of Proposals; Cancellation of RFP

Issuance of this RFP does not constitute a commitment to award a contract. ASG reserves the right to accept or reject, in whole or part, and without further explanation, any or all proposals submitted, and/or cancel this RFP and reissue it or another version of it, if ASG deems that doing so is in the best interest of the Government.



Additionally, the Government reserves the right to make investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any and all Bidders submitting proposals in response to this RFP. Any appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a proposal(s). In the event that any or all proposals are rejected, the Government reserves the right to re-solicit proposals.

5.3 Waiver Informalities

The Bid Board and ASG reserves the right to waive any minor format non-compliance and/or informalities of submitted proposals if doing so is in the best interest of the Government.

5.4 Errors and Omissions in Proposal

The Bid Board reserves the right to reject a proposal that contains a substantial error or omission. The Bid Board also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Bidder, without opening up clarifications for all Bidders.

5.5 Cost of Preparing Proposal

All costs associated with the response to this proposal are the sole responsibility of the Bidder.

5.6 Prohibited Communications

Communications with other representatives of the Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions may result in rejection of the proposal. Bidders should rely only on representations, statements, or explanations contained in this RFP, in documents that ASG provides to Bidders and in any formal written addenda as may be issued by ASG or the Bid Board at any time during this RFP process.

5.7 Public Announcements

Any information or public announcement related to this RFP will be made by ASG through its website (www.asg.pr.gov/ReformaCompras/Pages/default.aspx). Any information or other public announcements related to this RFP shall not be made by any party, including Bidders, without the prior written approval of ASG.

6.0 Bidder's Certifications

Through the act of submitting a proposal, the person signing on behalf of the Bidder certifies, under penalty of perjury, that, to the best of the Bidder's and such person's knowledge and understanding, that:

1. The Proposed Methodology and Pricing Approach in the proposal has been prepared independently without collusion, consultation, communication or agreement, with the



purpose of restricting competition regarding any matter related to such Pricing, Methodology Approach, and Past Performance with any other Bidder or with any other competitor who is not a Bidder.

2. Unless otherwise required by law, the Proposed Methodology and Pricing Approach has not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to the proposal submission deadline, directly or indirectly, to any other Bidder or to any other competitor who is not a Bidder.
3. The Bidder has not attempted or will make any attempt to induce any other person, partnership, corporation, or government entity to submit or not submit a proposal in order to affect competition.
4. The Bidder is not in default or in default with the Government for any debt or contract, that it has not breached any obligation with the Government and that it has not been declared "not responsible" nor has it been disqualified from doing business by the Government, no other State of the Union or with the federal government, nor is there any pending procedure related to the responsibility or qualification of the Bidder to receive public contracts.
5. The Bidder knows and agrees to comply with all the terms and conditions of this RFP.

7.0 Confidentiality of Responses & Proprietary Information

Upon completion of this RFP process and after the award has been announced, ASG will make public its report regarding the selection process, which shall contain specific information included in the proposal and related to the process. ASG will not divulge information designated by the Bidder in the proposal as confidential, proprietary, or privileged because it is related to trade secrets, pricing, and proprietary or privileged information. All information considered by the Bidder as confidential, proprietary, and privileged needs to be designated as such in the proposal.

The Bid Board may reject proposals containing substantial contents marked as confidential, proprietary, or privileged. Provision of any information marked as confidential or proprietary shall not prevent ASG or the Bid Board from disclosing such information if required by law. The ultimately awarded contract(s) and all lease prices set forth therein shall not be considered confidential or proprietary, and such information may be made publicly available.

7.1 Redacted Copy

All Bidders are required to submit a redacted copy of their proposal that excludes all confidential information not to be public. ASG reserves the right to make public the redacted copies of the proposals at the conclusion of the RFP process. If a Bidder does not submit a redacted copy, ASG will assume that the original copy of the proposal can be made public.

Hence, the un-redacted copy of the proposal should identify all confidential information and the redacted copy of the proposal should exclude all confidential information not to be public as outlined in Section 7.0 (Confidentiality of Responses & Proprietary Information) of this document. Any information not identified as confidential in the un-redacted proposal will be deemed as not confidential.

7.2 Ownership of Submitted Proposal



All materials submitted in response to this RFP shall become the property of ASG. Selection or rejection of a proposal does not affect this provision.

8.0 General Conditions and Requirements

8.1 General

Type of Organization: The Contractors may be individuals doing business as, Corporations, Partnerships or Joint Ventures duly organized under the laws of the Government of Puerto Rico, or foreign business organizations authorized to do business in Puerto Rico and registered under the Puerto Rico General Services Administration *Registro Unico de Licitadores* (Bidders Sole Register). Also, refer to Section 1.8 (Registration on RUL) above.

In order to participate in this RFP, it is mandatory for Individual entities, Partnerships or Joint Venture duly organized by the laws and regulations of Puerto Rico, (partnership LLP, LLC or Joint Venture) to be registered as such in the “Registro Único de Licitadores (RUL) de la Administración de Servicios Generales de Puerto Rico,” except as provided by rules and regulations of ASG.

In the case of partnerships or joint ventures that have been formed by the constitution of a legal entity independent of its partners and registered in the Department of State of Puerto Rico, it will be said legal entity that will be obliged to comply with each of the requirements required by SHPO to participate in the RFP or the alternative method of selection chosen. New legal entities created within 18 months prior to publication date of this RFP, will be evaluated on their individual members’ experience, references and financial capacity.

All Contractors, if incorporated, must show they are in good standing with the Puerto Rico State Department (“State Department”). All Contractors that are foreign corporations (out-of-state) must file the necessary documents with the Division of Corporations of the State Department requesting authorization to do business in Puerto Rico, which must have been requested prior to the date of submission of the proposal. Failure to demonstrate compliance with this requirement may result in rejection of the Proposal without further consideration.

Structures, and Conflicts will result in the rejection of the proposal. SHPO will corroborate this information.

Each Contractor’s principals, officers, directors and partners must be in good standing with SHPO and the Government of Puerto Rico, and with any Federal or Local agency that has or had a contractual relationship with the Contractor or any of its principals, officers, directors and partners. Therefore, if a State, Federal or Local agency has terminated any contract with a Contractor for default, the Contractor will not be eligible to submit a proposal in response to this RFP.

In addition, each Contractor must certify that none of its principals, directors, officers or partners has been convicted or is under any investigation by any State, Federal forum, or in any other country, of the crimes identified under Law Number 2 of January 4th, 2018 (Anti-corruption code for the New Puerto Rico). Certifications must encompass the prior experience of any and all principals, officers, directors and partners of the Contractor, including prior corporate entities.

Further, the Contractor certifies, to the best of his or her knowledge and belief, that: No Federal



appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. See Attachment H.

In addition, the Contractor must disclose the following information as part of their proposal:

- Actual, apparent and potential conflicts;
- Ownership interests in businesses associated in any way with the program;
- Identification of Officers, Directors, and Partners of bidding entities; and
- Overlapping ownership interests or Directorships in other companies.

Conflicts: All Contractors must certify that neither the Contractor nor any employee thereof has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State law and regulations.

8.2 Contracting Requirements

All Contractors are advised that the selected Contractor must comply with all public contracting requirements set forth in the Treasury Department's Circular Letter No. 1300-25-14, dated March 10, 2014, in connection with payment of income, and personal and real property taxes. The selected Contractors, upon Notice of Award, must submit all certifications required under the cited circular letter.

Also, the selected Contractors must be prepared to submit all certifications in compliance with Puerto Rico Treasury Department's requirements for contracting with the government regarding income and property (CRIM) taxes. These requirements are in accordance with Circular Letter No. 1300-13-97, dated April 11, 1997 stating instructions for the implementation of Administrative Bulletin No. OE-1991-24 from the Governor's Office dated August 18, 1991 amended by Administrative Bulletin No. OE-1992-52 from the Governor's Office dated August 28, 1992.

Required Certifications from the Selected Contractor: The selected Bidders must immediately submit upon Notice of Award receipt:

- a) Last Five Years Income Tax Form Filing, Puerto Rico Internal Revenue Department (Hacienda) certification
- b) No Debt certification, Puerto Rico Internal Revenue Department (Hacienda)
- c) Sales Tax Form Filing, Puerto Rico Internal Revenue Department (Hacienda)
- d) Sales Tax No Debt certification, Puerto Rico Internal Revenue Department (Hacienda)
- e) No Debt, Puerto Rico Municipal Taxes Collection Center (CRIM)
- f) Property Tax Form Filing, CRIM
- g) Employer Unemployment Filing, Puerto Rico Labor Department certification
- h) Driver (Chauffer) Insurance Filing, Puerto Rico Labor Department certification
- i) Minors Support Filing, ASUME certification



- j) Good Standing Certificate (corporations only), Puerto Rico Department of State
- k) Corporate Resolution authorizing officer to sign the contract
- l) Sworn Statement, PR Law 2, January 4th, 2018 as amended
- m) Any and all other documents required by the Puerto Rico General Services Administration.

By submitting a Proposal, Bidders agree that if their proposal is accepted, they will negotiate in good faith and enter a contract with SHPO, for the term set forth in this RFP (as defined in the RFP), including all exhibits and attachments hereto. Each Bidder also accepts all terms and conditions of this RFP and any amendment thereof. The proposal and any additional information submitted by the Bidders or negotiated between Bidders and SHPO prior to selection, together with this RFP and any addenda hereto, will serve as confirmations of Bidders' acceptance of all terms and conditions therein.

Other Contractor Requirements. Once a Contract has been signed, the Contractors must adhere to the following laws and regulations:

Puerto Rico Municipality Construction Tax and Patent Requirements. The Contractors must comply and must make their subcontractors comply with all requirements, as applicable, of the Municipality Construction Tax and Patents laws and regulations.

Adherence to PR Law 173: This RFP is for repair and paint services. However, if at any time Contractors require services related to the use of engineers, architects and surveyors, Contractors must comply with contracting requirements in accordance with PR Law 173, August 12, 1988, as amended.

Environmental and Historical Preservation: As a Federally funded activity, the Contractors must comply with all applicable environmental laws and regulations. Noncompliance with this requirement may jeopardize the receipt of Federal funds. Obtaining appropriate permits is the responsibility of the Contractors performing the work. All required permits must be issued by the State or Federal regulatory agencies, as applicable, prior to initiating any site activity. Work performed without the corresponding permits will not be paid to the recipient or Contractors who performed the work.

Equal Opportunity Employment and Use of Small, Minority, and Woman-Owned Businesses: SHPO is an equal-opportunity employer and strongly encourages vendors to include and involve small, minority, and woman-owned businesses as part of their proposals. Contractors must comply with all applicable labor laws and regulations including, without limitation, Fair Labor Laws, Equal Employment Opportunity Program requirements, unemployment tax, temporarily disabled tax, worker's compensation, and social security taxes.

9.0 Invoicing, partial payments certifications

9.1 Procedures

Contractors must submit invoices monthly to SHPO for services provided unless a different timeline is directed by SHPO. Invoices must be complete and correct and must be documented in a manner that meets SHPO requirements as well as current federal requirements for



reimbursement. Only costs (and associated documentation) associated with completed work may be submitted as part of invoices for review and approval, as evidenced by a certificate of completion for each property. Payment will be based on the approved cost breakdown. All invoices must be submitted within thirty (30) days from the end of the invoice period in which the work was performed. Invoices must be provided in an acceptable format to SHPO, in both an electronic and hard copy format, with detailed supporting documentation. The invoices must be submitted in accordance with Federal, State, and Local rules, regulations, and laws.

9.2 Payment Schedule

Invoices will be processed for payment only after approval by SHPO's Program Manager or his designee. Approval for payment must not be granted until appropriate and quality deliverables are received, and documentation is provided and determined to be correct, accurate, and consistent with SHPO, Government of Puerto Rico, and federal reimbursement requirements. SHPO will endeavor to pay Contractors as soon as practicable; however, Contractors should expect that they may have to carry costs for 90-120 days after invoice acceptance prior to being paid. For these reasons, Contractors must demonstrate in their proposals that they have enough financial capacity to continue to pay all staff and subcontractors in a timely manner (at least monthly) and continue to perform under any eventual contract with SHPO without interruption or delay for at least that period.

10.0 Local Preference

In any purchase process, ASG will fully comply with the following preference policies, enshrined in the following legal provisions:

- a. **Act 14-2004**, as amended, known as the "Law for the Investment of the Puerto Rican Industry";
- b. **Act 129-2005**, as amended, known as the "Procurement Reserves Law of the Government of the Commonwealth of Puerto Rico";
- c. **Act 253-2006**, known as the "Law of Multiple Selection Contracts in Procurement Processes";
- d. **Act 42-2018**, as amended, known as the "Preference Law for Contractors and Local Construction Suppliers".

ASG will fully comply with certain measures that ensure compliance with the aforementioned public policy and with any other public policy provision that encourages and encourages local capital companies to increase their business opportunities, with the purpose of creating more and better jobs for the citizens.

- a. **USE OF PERCENT OF PREFERENCE:** The bidder who wishes that their preference percentage be acknowledged shall present the resolution granted by the Board of Investment in the Puerto Rican Industry, by the Puerto Rico Trade and Export Company or any other governing body, along with your offer in order to validate your preference. The resolution must provide the line or lines to which the preference has been granted.
- b. **ASSIGNMENT OF THE PERCENT OF PREFERENCE:** The bidder who has obtained the percentage of preference for manufacturing any of its products, may assign it to its agents established in Puerto Rico by means of a notarized letter in which it expressly indicates that it



is assigning to each agent the percentage of preference granted for said product by the Board of Investment in the Puerto Rican Industry or any other governing body. Said letter must be approved and stamped with the official seal of the governmental entity that issues it.

- c. **APPLICATION OF THE PERCENT OF PREFERENCE:** If after applying the percent of preference, the items remain on equal terms, the award will be made in the following order: (1) products from Puerto Rico; (2) products from USA; and (3) foreign products.
- d. **UPDATED ISSUED RESOLUTION:** In every purchase made under a contract or purchase order as a result of this bidding document, the bidder who has obtained a preferential percent for their products, must present at the time of each purchase, the resolution current issued by the Board of Investment in the Puerto Rican Industry, by the Puerto Rico Trade and Export Company, or any other governing body. If the current resolution is not presented, the bidder will not be able to enjoy the benefits of said laws.

Contractors acknowledge the following Failure to Provide Services Procedures.

11.0 Termination Clauses

1. Failure to Provide Service

If the Contractor fails to provide any services described in the contract, or fails to meet any obligations contained therein, SHPO and ASG reserves the right to terminate the contract by providing written notices to the Contractor.

The Contractor will have a First Notice to Cure, including the submittal of a To Cure Plan within 3 days after notice, followed by 7 days cure the default period.

If said default cannot be cured within the First Notice to Cure period, a second 7 days' written Notice to Cure will be issued to the Contractor.

If default is not cured following the second To Cure period, SHPO or ASG may demand its own timetable or terminate the contract.

2. Authority to Terminate

SHPO Executive Director is authorized to terminate this contract on behalf of SHPO. ASG Administrator is authorized to cancel the contract resulting from this RFP on behalf of ASG.

3. Termination for Convenience

SHPO must have the right to terminate the contract without cause and at its convenience, with immediate written notice to the Contractor.

4. Force Majeure

It is mutually understood and agreed that the contract holder must be waived of its obligations under the contract during any period or periods of time when acts of God, war or public



enemy render impossible its performance under the contract. In such case, the contract holder must give SHPO prompt oral notification followed by written notice of the and estimated duration of said Force Majeure.

5. Law to Govern

The parties acknowledge that the contract is made and entered in Puerto Rico and will be performed in Puerto Rico. The parties further acknowledge and agree that Puerto Rico law must govern all the rights, obligations, duties and liabilities of the parties under contract and that Puerto Rico law must govern the interpretation and enforcement of the contract and all legal matters relating to the contract. The parties further agree that all legal actions proceeding relating to the contract must be brought in a court of competent jurisdiction in San Juan, Puerto Rico. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive all objections that they may have with respect to venue in any court sitting in San Juan, Puerto Rico.

12.0 FOMB Contract Review

All contracts resulting from this RFP are subject to review by the FOMB in accordance with FOMB contract review policy and related amendments. Please refer to the FOMB Contract Review Policies available at <https://juntasupervision.pr.gov/documents/>.



13.0 ATTACHMENTS

Attachment A: Addenda Acknowledgement

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The Bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT (Initial)

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION
WITH THIS BID/PROPOSAL/CONTRACT.**

ACKNOWLEDGEMENT:

Contractor's Authorized Officer Signature

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL CONTRACTORS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

ASG RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM



Attachment B: Project Fact Sheet

Instructions:

Complete all blocks. Limit the length to a maximum of three (3) pages per project, any information beyond the first three (3) pages will not be considered.

1. Name of the Company that Perform this Work (this should be the name of your company, the Offeror) and Role (Prime General Contractor, Subcontractor, Joint-Venture Partner, etc.)
2. Project Name
3. Project Location
4. Project Owner Information
 - a. Agency or Company Name
 - b. Point of Contact (Name, Phone, and email)
5. Date Started
6. Date Completed
7. Contract Amount (\$ USD)
8. Description of Project and Work Actually Performed by your Company
 - a. Size of the Project (gross s.f.)
 - b. Narrative description of the work including the major disciplines and trades involved. Make sure you identify the work you performed, the work the you subcontracted, and whether any work was performed by others.
 - c. Project photos (provide at least 2)



Attachment C: Cost Breakdown Template

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1 GENERAL CONDITIONS					
1.1	Insurances and Bonds (P&P, etc)	1 LS		\$ -	\$ -
1.2	Project Sign	1 EA		\$ -	\$ -
1.3	CFSE	1 LS		\$ -	\$ -
1.4	Municipal Patent and Tax	1 LS		\$ -	\$ -
1.5	Mobilization	1 LS		\$ -	\$ -
1. Sub-total:					\$ -
2 CUARTEL DE BALLAJÁ					
2.1	Exterior and Inner Courtyard Restorations	1 LS		\$ -	\$ -
2.2	Exterior and Inner Courtyard Lime Plaster	20,000	SF	\$ -	\$ -
2.3	Exterior and Inner Courtyard Paint Restoration	174,500	SF	\$ -	\$ -
2. Sub-total:					\$ -
3 PLAZA EL SOPORTAL					
3.1	Exterior walls paint	50,500	SF	\$ -	\$ -
3. Sub-total:					\$ -
4 Other Details and Specifications					
4.1	Woodwork: Restoration and Paint	1 LS		\$ -	\$ -
4.2	Railings and Metals	1 LS		\$ -	\$ -
4. Sub-total:					\$ -
1- 4 TOTAL					\$ -



Attachment D: Past Performance Questionnaire (PPQ)



PBS PAST PERFORMANCE QUESTIONNAIRE	
CONTRACT INFORMATION <i>(Contractor/Offeror to complete Blocks 1-4)</i>	
1. CONTRACTOR/OFFEROR INFORMATION	
Firm Name:	
Address:	
Phone Number:	DUNS Number:
Contact Name	
Email Address:	Contact Phone Number:
2. GENERAL WORK INFORMATION	
Work performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Please explain):	
Percent (%) of project work performed:	
If a subcontractor, who was the prime (Name/Phone #):	
3. CONTRACT INFORMATION	
Contract Number:	
Delivery/Task Order Number (if applicable):	
Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please explain)	
Contract Title:	
Contract Location:	
Award Date (mm/dd/yy):	
Contract Completion Date (mm/dd/yy):	
Actual Completion Date (mm/dd/yy):	
Explain Differences:	
Original Contract Price (Award Amount):	
Final Contract Price (to include all modifications, if applicable):	
Explain Differences:	
4. PROJECT DESCRIPTION	
Complexity of Work: <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine	
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)	

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their [proposal](#), and may duplicate this questionnaire for future submission on PBS solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS. Please contact the offeror for PBS POC information. The government reserves the right to verify any and all information on this form.



Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.		
RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.



TO BE COMPLETED BY CLIENT

CLIENT INFORMATION						
Client Point of Contact Information						
Name:						
Title:						
Phone Number:						
Email Address:						
Project Information						
Contract Type:						
Contract Title:						
Contract Location:						
Describe your role in the project:						
Date Questionnaire was completed (mm/dd/yyyy):						
Client's Signature:						
Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.						
1. QUALITY:	E	VG	S	M	U	N
(a) Quality of technical data/report preparation efforts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to meet quality standards specified for technical performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	E	VG	S	M	U	N
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. CUSTOMER SATISFACTION:	E	VG	S	M	U	N
(a) To what extent were the end users satisfied with the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Overall customer satisfaction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MANAGEMENT/ PERSONNEL/LABOR	E	VG	S	M	U	N
(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to hire, apply, and retain a qualified workforce to this effort.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PBS Past Performance Questionnaire
July 2014



4. MANAGEMENT/ PERSONNEL/LABOR - <i>Continued</i>	E	VG	S	M	U	N
(c) Government Property Control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Knowledge/expertise demonstrated by contractor personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Utilization of Small Business concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Ability to simultaneously manage multiple projects with multiple disciplines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. COST/FINANCIAL MANAGEMENT	E	VG	S	M	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is the Contractor's accounting system adequate for management and tracking of costs? (If no, please explain in comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? (Indicate if show cause or cure notices were issued, or any default action in comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
(f) Have there been any indications that the contractor has had any financial problems? (If yes, please explain in the comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
6. SAFETY/SECURITY	E	VG	S	M	U	N
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the <u>users</u> rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor complied with all security requirements for the project and personnel security requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. GENERAL	E	VG	S	M	U	N
(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Compliance with contractual terms/provisions (If there were specific issues, please explain in the comments sections below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) In summary, provide an overall rating for the work performed by this contractor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems .) (If yes, please explain in the comments section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. SUMMARY	
Would you hire or work with this firm again? (If no, please explain in the comments section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

COMMENTS SECTION

Please provide additional information below and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):



Attachment E: Material Specifications

Products Technical Data



Last Modified: May 6, 2020

Saint-Astier **Natural Hydraulic Lime 3.5 (NHL 3.5)**

Saint-Astier Natural Hydraulic Lime 3.5 (NHL 3.5) is an industry standard for historic restoration. It is used as the sole lime binder for recreating durable mortar, stucco and plaster formulas wherever NO Portland cement was originally used. Its properties also make it effective for building new sustainable structures where lower embodied energy materials are desired. Saint-Astier NHL is pure and natural, free of additives and has been in use throughout the world for over 165 years.

NHL 3.5 is a medium strength or "moderate" hydraulic lime. It is used where a respectable amount of free lime, (that which is responsible for self-healing), is desired along with an excellent modulus of elasticity and high vapor exchange is maintained for the NHL range. All Saint-Astier Natural Hydraulic Limes set with air and water. NHL 3.5 reaches its initial cure in about three days. This lime is used for making soft yet durable pointing mortars which when mixed together with aggregates and water can be used to repair the joints around softer historic bricks and stone or to make base coats of interior lime plaster and all exterior coats of lime render (stucco) which will withstand extreme freeze/thaw cycles.

Benefits

The same unique deposit of limestone located at Saint-Astier quarry in France was used by the Romans for structures that still stand today. Saint-Astier is environmentally friendly because the production of Saint-Astier NHL emits 80% less carbon into the atmosphere during its production than the CO2 emissions from the production of Portland cement. During curing, Saint-Astier NHL continues to absorb and sequester carbon dioxide starting at the beginning of its life cycle. This further reduces the overall carbon footprint of a project.

Maintaining good vapor permeability in the exterior envelope of an historic building will allow the historic masonry units themselves to have an even longer service life thus keeping them in a better state of conservation. Vapor permeability is also key to the longevity of new sustainable construction projects. Saint-Astier NHL has low capillarity and high vapor permeability. Independent studies have shown Saint-Astier NHL to have a higher level

of vapor permeability than all mortar mixes containing any amount of Portland cement. This remains true while achieving comparable strengths for many applications without the need to add Portland cement or a Pozzolan to achieve proper and effective mix designs.

Saint-Astier NHL is completely immune to sulfates and salts. Alkali-silica reactions, common with Portland cement mortars do not take place with Saint-Astier Natural Hydraulic Limes. This is due to the absence of tri-calcium aluminates only created in high temperature fired kilns which are required for the production of Portland Cement. Saint-Astier NHL has an excellent modulus of elasticity. Unlike Portland cement-based mortars, Saint-Astier NHL mortars limit the requirements for strategically placed control joints in walls. The breathability of mortars made with Saint-Astier NHL also reduce, if not eliminate, the requirement for weep vents in curtain or veneer walls.

Eco-friendly Characteristics:

- High vapor exchange qualities
- 80% less carbon emissions than the Portland cement alternative
- Re-absorption of CO₂ in curing
- Will not deteriorate timber

Mixing to make Mortars and Plasters

Saint-Astier NHL 3.5 must be mixed with natural or manufactured sharp sand with at least 4 grades forming a substantial part of the sand and no more than 3% of particles smaller than grade #200 (0.075 mm). Sand must be clean and free of clay and silts. Clean, potable water is recommended. Sea water can be substituted. Add more water only until the mix contains the minimum amount of mixing water to become workable. Keep water ratios consistent between batches to ensure consistency in material performance and appearance. Mix for a minimum of ten minutes, let rest for five minutes (for hydration) then continue mixing for another five minutes. Judge workability only after continuous mixing.

DO NOT ADD PORTLAND CEMENT, LIME, FLY ASH, POZZOLANS, ACCELERATORS, RETARDERS TO THE MIX.



General Application

Mist the substrate and any previous lime mortar application with water immediately before a new application but only as a slight dampening to control absorption. No standing water should remain during a new application. If any substrate is retaining inordinate amounts of moisture due to rising damp, bad flashing or moisture from a chimney cavity, this must be corrected before new work begins. ASTM has reports on normal absorption rates for most building materials not explicitly covered by individual manufacturers.

Wait a minimum of 10 days between coats of stucco (render). Within 24 hours of an installation rub closed any cracks that form before the next coat is installed. Saint-Astier NHL mortar can be reworked within 24 hours depending on weather conditions. Protect the new work for 72 hours from wind, direct sun, freezing temperatures, excessive heat and rain.

Do not apply at temperatures below 40°F (4°C) or above 85°F (29°C).

Aiding the curing of the installed material:

Protect the work outside by using spring clamps to hold burlap or jute a few inches away from the work and not in contact to avoid staining the work. Wet the work and the covers a few times a day for a three day curing period. Breathable fabric covers allow moisture to slowly escape and encourage a slow cure. Tarps could be used on the outside of the scaffold to protect from hot sun, driving rain and drying winds.

Disposal: Sweep bulk material into containers and dispose of in a landfill in accordance with all local, state and federal regulations. The cured product is non-hazardous.

Technical Data

Strength factor	3.5 (moderately hydraulic)
Compressive strengths	870 psi @ 24 months w/ <u>Lime</u> ; Sand mix ratio of 1:2.5
Residue	@ 0.09mm: 6.5%
Available (free) Lime <u>Ca(OH)₂</u> after slaking	25%+
Packing	<u>55 pound</u> bags
Whiteness index	72
Surface Cover	274 sq. ft./oz

Density	Typical 40.6 <u>lbs/cu.ft</u>

Average coverage using a Lime; Sand mix ratio of 1:2.5

- Repoint about 300 sq. ft. of standard brick joints @ ¼" wide and ¼" deep, per bag
- Repoint about 50 sq. ft. of rubble stone wall @ 1" wide and 1 ¼" deep, per bag
- Lay about 160 standard brick per bag
- Stucco/Plaster 150 sq ft @ ¾"

Safety:

Wear adequate protective clothing to avoid prolonged contact with the mortar. To avoid dust contact with eyes and possible inhalation wear glasses and the appropriate dusk mask especially in areas not properly ventilated.

All LimeWorks.us publications are offered on a complementary basis and as a general guide for our customers without guarantee to the accuracy or completeness of any information contained in them. The purchaser is solely responsible to determine the suitability of any LimeWorks.us product for any intended use and purpose.

Contact

LimeWorks.us
3145 State Road, Telford, PA 18969
www.LimeWorks.us
Technical help phone: 215-536-6706
Fax number: 215-453-1310
E-mail: info@LimeWorks.us



DATASHEET

NHL 3.5

(Chaux LC**** Pure)

Main data and application recommendations

Product specification: Pure and Natural Hydraulic Lime (NHL). Contains no additives.

Conforms to European Norms (EN 459) and French Norm NFP 15.311

Strength factor: 3.5 (Moderately hydraulic)

Residue @ 0.09 mm: 6.5%

Density (volumetric weight): typical 40.6lbs/ft³

Available (free) lime after slaking Ca(OH)₂: 25% +

Packing: 55lb. Bags

Whiteness index: 72

Surface cover 274 sq. ft./oz

Expansion: < 3/64"

Residue of quick lime after slaking: < 1%

Shelf life: 8-12 months kept sealed and dry

MORTARS	Compressive strength PSI				Elasticity Moduli (Mpa)		
MIX RATIO	EN459*	1 : 2	1 : 2.5	1 : 3	1 : 2	1 : 2.5	1 : 3
7 DAYS		109	83	77			
28 DAYS	3.5*	273	213	194	9010	9000	8070
6 MONTHS		1029	774	571	15260	13501	12450
12 MONTHS		1087	855	565	15280	13620	13150
24 MONTHS		1251	870	576	17480	13785	13670
Consumption for 1cu. yd of mortar lbs. +/- 10%		514	411	364			
* Incoming European Norm EN 459 (mortar ratio 1:1.3 with ISO 679 Sand)							

* Incoming European Norm EN 459 (mortar ratio 1:1.3 with ISO 679 Sand)

Mixing: can be mixed in regular mortar mixers.

Application by spray gun: possible. Please consult us.

Working temperatures: not below 40°F or above 85°F. Make sure that high suction materials are thoroughly dampened before application. Avoid rapid drying due to high temperatures or strong winds by curing with a light water mist several times a day if necessary. Protect from frost, rain, direct sun and strong wind for a minimum of 72 hours.

SUITABLE FOR LATH WORK / LIME CONCRETE/INJECTION/GROUTING see relevant sheets.

Reworking: possible within 12 hours.



DATASHEET

NHL 3.5

(Chaux LC**** Pure)

Main data and application recommendations

Mortar composition: ~~MASONRY/POINTING/~~ CAPPING/ BEDDING/ ASHLAR

Binder: sand ratio: from 1:1.5 to 1:3 depending on the support/background conditions, the size of the joint and the fineness of the sand. Always use well graded sands (#6 down to #200).

See also "General Guidelines – [Sands for NHL mortars](#)".

RENDERING

A. Pricking up coat (if required) (1/8"-3/16") 1 VOLUME NHL [3.5](#) : 1.5 VOLUMES of SAND Cast on.

B. Undercoat (5/8"-3/4") 1 VOLUME NHL [3.5](#) : 2 VOLUMES of SAND*

C. Finishing (3/16"-3/8") 1 VOLUME NHL [3.5](#) : 2.5 VOLUMES of SAND

With very fine sands possibly containing clays the binder content may have to be reduced.

*At this [dosage](#) the consumption is approx. 2.05lbs of NHL 3.5 per sq. yd. for each 1/8" thickness.

Please also refer to General Guidelines: [NHL Renders](#).

The above details are given for information purposes only. Final dosages and application should be checked with our technicians. The Factory reserves the right to alter specifications.



MASTER

PROTECH

BEST GUARD PRIMER & SEALER WATER BASED PRIMER & SEALER * INTERIOR / EXTERIOR

Master Paints Institute MPI #50 & MPI #3

Section 1 – Product Description

Best Guard Primer & Sealer is a water based 100% acrylic primer and sealer of excellent performance, designed for new or previously painted masonry, concrete, gypsum, plycem, or wood surfaces.

Section 2 – Typical Use

It seals porous surfaces creating uniformity on it and extending the durability of the paint system. Due to its excellent adhesion and hiding power, it improves the appearance of the surface before applying bright, vivid colors, intense tones or drastic changes of colors. Its low odor and quick drying formula allows it to be repainted the same day.

Section 3 – Product Advantage

- Improved long adhesion & performance
- For new & painted surfaces
- Assures uniform topcoat
- Fast dry
- Maximum adhesion
- Excellent for hiding and blocking stains
- Excellent alkaline and efflorescence resistance
- Block filler
- Tintable color primer & sealer

Section 4 – Color

Available in a white color and tintable as requested.

Tinting with Master Paints colorants, which have zero volatile organic compounds (VOC's).

Section 5 – Composition

100% acrylic resins, titanium dioxide and pigment extenders. Free of lead, chromates and mercury

Section 6 – Physical and Chemical Properties

Weight/Gallon: 10.90 +/- 0.10 lb/gal
VOC (without color) *: 50 g/L
Volume Solids *: 36.0 +/- 2 %
Weight Solids *: 52.0 +/- 2 %
Viscosity: 100.0 +/- 5.0 KU (Stormer)
Finish: None
Gloss: 1 – 5 @ 85°
Flash Point: None
*Calculated

Section 7 – Surface – Preparation

Surface Preparation-General: All substrates must be internally dry and surface free of contaminants such as dirt, grease, chalk, mildew, form oils, loose or badly cracked paint. Remove mildew on paint film by scrubbing with a solution of one quart of hypochlorite-type household bleach to three quarts of water. After scrubbing, rinse thoroughly with water. Wear protective glasses and rubber gloves to avoid eye and skin irritation.

New Concrete and Masonry: All new surfaces should be cured at least thirty (30) days for proper adhesion and durability of the paint. Apply two coats of this product.

Concrete and Masonry (Previously Coated Surfaces):

Scrape and wire brush or power tool clean to remove any loose or unsound concrete, masonry or deteriorated coatings and to remove any laitance (white powder) or efflorescence from the surface. Any shiny area should be sanded to create proper adhesion. For better paint durability and warranty coverage, apply one (1) coat of **Master Ready Wall Surface Conditioner** and two (2) coats of this product.

Wood: For unpainted surfaces, sand rough areas and then apply one coat of wood primer before applying two coats of this product. For previously painted wood surfaces, clean entirely using a scrape and wire brush or pressure wash in order to remove any loose or unsound concrete, masonry or deteriorated coating. Apply one coat of **Master Ready Wall Surface Conditioner** and then two coats of this product.

Material Preparation: Mix thoroughly before using by stirring with a letting motion. Should be applied without thinning.

Section 8 – Application

Mix thoroughly before use. This product can be applied using a brush, roller or atomizer (conventional or airless). Apply when air and surface temperatures are between (50-90) °F / (10-32) °C. Do not paint in direct sun or on a hot surface. Do not apply if rain is expected within 48 hours. Stir occasionally. Apply one coat of **Pro Tech Universal All-Purpose Primer & Sealer**, allowing at least four hours before applying the finish coat. When spray applying, use respiratory protection (NIOSH/MSHA TC23C or equivalent), eye protection, and protective clothing.
Brush: Use a high-quality nylon / polyester brush.

Roller: For best final appearance when rolling, finish off in one direction, especially for dark colors.
Use a high-quality polyester roller cover (3/8" – 1/2").



MASTER

PROTECH

BEST GUARD PRIMER & SEALER WATER BASED PRIMER & SEALER * INTERIOR / EXTERIOR

Spray – Airless

Pressure: 2000 psi

Tip 0.015" - 0.019"

Theoretical Coverage: 577 ft²/gal (53.6 m²/gal) @ 1mil / 25 microns

Coverage: One gallon covers up to 400 ft² (37 m²) applied @ 4 mils wet (1.4 mils dry). As stain blocking uses must be applied two coats (2.8 mils dry). Allow first coat to dry 4 hours and apply a second coat. Coverage may vary with the application method and surface porosity.

Drying Time, @ 77°F (25°C), 50% RH:

To touch: 30 minutes

To recoat: 2 hours

Hard: 24 hours

Drying and recoat times are temperature, humidity, color, and film thickness dependent.

Thinning: Not recommended, but if it is necessary, add maximum ½ pint of water per gallon.

Clean Up:

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. See the manufacturer safety recommendations when using solvents.

Section 9 – Warning

Before use, ask and read the Safety Data Sheet (SDS) of the product. Close container after each use. **KEEP OUT OF REACH OF CHILDREN.**

WARNING: If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead and exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Section 10 – Caution

HARMFUL IF SWALLOWED. MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. USE ONLY WITH ADEQUATE VENTILATION.

When applying spray, use respiratory protection (NIOSH/MSHA TC23C or equivalent), eye protection and protective clothing.

Before use, ask and read the Safety Data Sheet (SDS) of the product. Close container after each use.

KEEP OUT OF REACH OF CHILDREN.

Section 11 – First Aid

In case of skin contact, remove product from skin with soap and water. When eye contact with products occurs, rinse affected area with large amounts of water at least 15 minutes and get immediate medical attention. If swallowed, medical attention is needed immediately.

Section 12 – Storage

Store the air tight sealed product in a dry and well ventilated environment.

Section 13 – Disposal

For proper disposal of excess material, please contact your local city waste management agency.

PLEASE DO NOT DISPOSE OF REMNANTS IN SEWERS.

Section 14 – Storage

One gallon / five gallons pail.

Section 15 – Warranty

The warranty of this product is limited only to the replacement of the product if it should fail to comply with quality standards or specifications. Master Paints & Chemical Corp. does not guarantee and shall not be liable for damages arising out of purchaser's failure to apply the product in accordance with our instructions. This warranty excludes labor and costs of labor for the application or removal of any product, and any incidental or consequential damages. If not satisfied as warranted, contact ~~Master Paints & Chemical Corp. with sales receipt(s).~~

The information and recommendations set forth in this Product Data Sheet are based upon test conducted by Master Paints and Chemical Corp. Since application variables are a major factor in product performance, this information should serve only as a general guide. Improvements in coating technology may cause future technical data to vary from what is in this bulletin. Consult your Master Paints and Chemical Corp. representative or call 787 835 4000 to obtain the most recent Product Data Sheet.

Revision Date: March 28, 2017
Previous Revision Date: July 5, 2017
Revision #1



SPEC DATA SHEET

Restaura Special Lime Paint

SECTION 1 - PRODUCT DESCRIPTION

Restaura is a specialized protecting and decorative coating for the restoration of buildings and historical structures. This products combine science and art being development in two kinds of concentrations; lime wash 1 and 5, with different depth levels that create its antique color and appearance. Restaura possesses high water vapors and carbon dioxide permeability, characteristics absent on regular conventional latex paints, thus avoiding erosion in delicate substrates such as bricks, antique masonry and gypsum, because of its versatility Restaura can be used as decorative finish and concrete surfaces protector.

SECTION 2 - TYPICAL USE

Restaura is designed for give a protective and decorative coating on interior and exterior concrete surfaces. It has been created for the restoration of historic structures and buildings. Excellent for new buildings and structures. Use over Concrete, Masonry, Limestone, Clay Bricks, Natural & Artificial Stones.

SECTION 3 - PRODUCT ADVANTAGE

- Ready to use
- High adhesion
- High permeability to water vapors
- High permeability to carbon dioxide
- High protecting and decorative coating for the restoration of buildings and historical structures
- Low odor
- Low VOC 13 grams/liter
- Excellent freeze / Thaw resistance

SECTION 4 - COLOR

Available in more than 4,000 colors from our "Master Color Selector."

SECTION 5 - GLOSS

Flat finish

SECTION 6 - COMPOSITION

Mature Lime Putty, Natural Pigments and proprietary products Free of lead, chromates and mercury.

SECTION 7 - PHYSICAL AND CHEMICAL PROPERTIES

Viscosity: 90 – 100 Ku (Stormer)

Flash Point: None

Weight per gallon 12.05 lbs. +/- 0.15 lbs.

Solids per Volume: 30%

MASTER PAINTS & CHEMICALS RD 127 KM. 12.7 BO. MAGAS GUAYANILLA PR 00656
Tel: 787-835-4000 Fax: 787-835-2223



SECTION 8 – SURFACE PREPARATION

Surface cleaning is generally the first step in restoration. It is fundamental to know the materials with which the structure was originally built and those used in posterior reparations. The most common method is the use of water, but it ~~shouldn't~~ be used with high pressure, since it can penetrate more and create erosion problems on the substrates. All the substrates must be free of contaminants such as dust, grease, chalk residue, mold, oil corrosion, lose paint or paint in bad conditions. Remove any existing mildew growth by scraping with a steel brush and solution of ¼ gallon of household bleach to three quarts of water. Apply clean water after scraping and let it dry completely before proceeding to paint. Use safety glasses and rubber gloves to avoid skin and eyes contact.

New Concrete & Masonry: All new surfaces should be cured for 60 days for a proper adhesion and paint durability. It is recommended to use ~~Restaura~~ Primer over new surfaces prior to applying final coating.

Previously Painted Concrete & Masonry: Previously painted surfaces that are in good condition only need to be cleaned. Sand any shiny areas and clean resulting dust. Worn out, lose, chalky, or badly cracked painted surfaces should be totally cleaned by using a steel brush or spatula. Apply one coat of ~~Restaura~~ Primer prior to final coating.

SECTION 9 - APPLICATION

~~Restaura~~ Lime Paint can be applied with a brush, roller or atomizer. Wait at least twelve (12) hours of drying time between each application.

Recommended Film Thickness: 2 mils dry / 5 mils wet

Coverage: 235 square feet per gallon

Thinning: Water

Dry time: 1 hour to touch

12 hours to recoat

Hard dry: 24 hours

SECTION 10 – APPLICATION TOOLS

Apply using brush, roller or atomizer (conventional or airless).

SECTION 11 – CAUTION

Do not apply during rainy days. Do not take internally. Close container after each use, use safety glasses and rubber gloves to avoid skin and eye contact. Keep out of reach of children

SECTION 12 – FIRST AID

In case of skin contact, remove product from skin with soap and water. If eye contact occurs, flush eyes thoroughly with water for 15 minutes and get medical attention. If the product is ingested get immediate medical help. For more information, ask for the products Material Safety Data Sheet (MSDS) available at Master Paints & Chemical Corp.

SECTION 13 – PACKAGING

1 gallon and 5 gallon pails



MASTER

PROTECH

BEST GUARD PRIMER & SEALER WATER BASED PRIMER & SEALER * INTERIOR / EXTERIOR

Master Paints Institute MPI #50 & MPI #3

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Best Guard Primer & Sealer is a water based 100% acrylic primer and sealer of excellent performance, designed for new or previously painted masonry, concrete, gypsum, ~~plycem~~ or wood surfaces.

Section 2 – Typical Use

It seals porous surfaces creating uniformity on it and extending the durability of the paint system. Due to its excellent adhesion and hiding power, it improves the appearance of the surface before applying bright, vivid colors, intense tones or drastic changes of colors. Its low odor and quick drying formula allows it to be repainted the same day.

Section 3 – Product Advantage

- Improved long adhesion & performance
- For new & painted surfaces
- Assures uniform topcoat
- Fast dry
- Maximum adhesion
- Excellent for hiding and blocking stains
- Excellent alkaline and efflorescence resistance
- Block filler
- ~~Unstable~~ color primer & sealer

Section 4 – Color

Available in a white color and ~~unstable~~ as requested. Tinting with Master Paints colorants, which have zero volatile organic compounds (VOC's).

Section 5 – Composition

100% acrylic resins, titanium dioxide and pigment extenders. Free of lead, chromates and mercury

Section 6 – Physical and Chemical Properties

Weight/Gallon: 10.90 +/- 0.10 lb/gal
VOC (without color) *: 50 g/L
Volume Solids *: 36.0 +/- 2 %
Weight Solids *: 52.0 +/- 2 %
Viscosity: 100.0 +/- 5.0 KU (Stormer)
Finish: None
Gloss: 1 – 5 @ 85°
Flash Point: None
*Calculated

Section 7 – Surface – Preparation

Surface Preparation-General: All substrates must be internally dry and surface free of contaminants such as dirt, grease, chalk, mildew, form oils, loose or badly cracked paint. Remove mildew on paint film by scrubbing with a solution of one quart of hypochlorite-type household bleach to three quarts of water. After scrubbing, rinse thoroughly with water. Wear protective glasses and rubber gloves to avoid eye and skin irritation.

New Concrete and Masonry: All new surfaces should be cured at least thirty (30) days for proper adhesion and durability of the paint. Apply two coats of this product.

Concrete and Masonry (Previously Coated Surfaces):

Scrape and wire brush or power tool clean to remove any loose or unsound concrete, masonry or deteriorated coatings and to remove any laitance (white powder) or efflorescence from the surface. Any shiny area should be sanded to create proper adhesion. For better paint durability and warranty coverage, apply one (1) coat of **Master Ready Wall Surface Conditioner** and two (2) coats of this product.

Wood: For unpainted surfaces, sand rough areas and then apply one coat of wood primer before applying two coats of this product. For previously painted wood surfaces, clean entirely using a scrape and wire brush or pressure wash in order to remove any loose or unsound concrete, masonry or deteriorated coating. Apply one coat of **Master Ready Wall Surface Conditioner** and then two coats of this product.

Material Preparation: Mix thoroughly before using by stirring with a letting motion. Should be applied without thinning.

Section 8 – Application

Mix thoroughly before use. This product can be applied using a brush, roller or atomizer (conventional or airless). Apply when air and surface temperatures are between (50-90) °F / (10-32) °C. Do not paint in direct sun or on a hot surface. Do not apply if rain is expected within 48 hours. Stir occasionally. Apply one coat of **Pro Tech Universal All-Purpose Primer & Sealer**, allowing at least four hours before applying the finish coat. When spray applying, use respiratory protection (NIOSH/MSHA TC23C or equivalent), eye protection, and protective clothing.

Brush: Use a high-quality nylon / polyester brush.

Roller: For best final appearance when rolling, finish off in one direction, especially for dark colors. Use a high-quality polyester roller cover (3/8" – 1/2").



MASTER

PROTECH

BEST GUARD PRIMER & SEALER WATER BASED PRIMER & SEALER * INTERIOR / EXTERIOR

Spray – Airless

Pressure: 2000 psi

Tip 0.015" - 0.019"

Theoretical Coverage: 577 ft²/gal (53.6 m²/gal) @ 1mil / 25 microns

Coverage: One gallon covers up to 400 ft² (37 m²) applied @ 4 mils wet (1.4 Mils dry). As stain blocking uses must be applied two coats (2.8 mils dry). Allow first coat to dry 4 hours and apply a second coat. Coverage may vary with the application method and surface porosity.

Drying Time, @ 77°F (25°C), 50% RH:

To touch: 30 minutes

To recoat: 2 hours

Hard: 24 hours

Drying and recoat times are temperature, humidity, color, and film thickness dependent.

Thinning: Not recommended, but if it is necessary, add maximum 1/2 pint of water per gallon.

Clean Up:

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. See the manufacturer safety recommendations when using solvents.

Section 9 – Warning

Before use, ask and read the Safety Data Sheet (SDS) of the product. Close container after each use. **KEEP OUT OF REACH OF CHILDREN.**

WARNING: If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead and exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Section 10 – Caution

HARMFUL IF SWALLOWED. MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. USE ONLY WITH ADEQUATE VENTILATION.

When applying spray, use respiratory protection (NIOSH/MSHA TC23C or equivalent), eye protection and protective clothing.

Before use, ask and read the Safety Data Sheet (SDS) of the product. Close container after each use.

KEEP OUT OF REACH OF CHILDREN.

Section 11 – First Aid

In case of skin contact, remove product from skin with soap and water. When eye contact with products occurs, rinse affected area with large amounts of water at least 15 minutes and get immediate medical attention. If swallowed, medical attention is needed immediately.

Section 12 – Storage

Store the air tight sealed product in a dry and well ventilated environment.

Section 13 – Disposal

For proper disposal of excess material, please contact your local city waste management agency.

PLEASE DO NOT DISPOSE OF REMNANTS IN SEWERS.

Section 14 – Storage

One gallon / five gallons pail.

Section 15 – Warranty

The warranty of this product is limited only to the replacement of the product if it should fail to comply with quality standards or specifications. Master Paints & Chemical Corp. does not guarantee and shall not be liable for damages arising out of purchaser's failure to apply the product in accordance with our instructions. This warranty excludes labor and costs of labor for the application or removal of any product, and any incidental or consequential damages. If not satisfied as warranted, contact ~~Master Paints & Chemical Corp.~~ with sales receipt(s).

The information and recommendations set forth in this Product Data Sheet are based upon test conducted by Master Paints and Chemical Corp. Since application variables are a major factor in product performance, this information should serve only as a general guide. Improvements in coating technology may cause future technical data to vary from what is in this bulletin. Consult your Master Paints and Chemical Corp. representative or call 787 835 4000 to obtain the most recent Product Data Sheet.

Revision Date: March 28, 2017
Previous Revision Date: July 5, 2017
Revision #1



MASTER

PROTECH

ULTIMATE FLAT

PREMIUM 100% ACRYLIC PAINT & PRIMER * EXTERIOR

Section 1 – Product Description

Section 6 – Physical and Chemical Properties

ProTech Ultimate Flat is a high quality 2-in-1, 100% acrylic paint & primer with a flat finish, specially formulated for surface protection and decoration of concrete, brick, ~~plaster~~, gypsum board, and wood previously sealed. **ProTech Ultimate Flat** is low odor paint, dries in 2 hour and creates an extremely durable film that resists peeling, yellowing, chalking and cracking.

Section 2 – Typical Use

It is ideal for exterior uses, professional application and painting of new and remodeling projects. Thanks to its durability, high coverage and endurance, it is highly recommended for contractors and professional painters. It is easy to apply and has excellent adhesion in new and previously painted surfaces.

Section 3 – Product Advantage

- Low Odor and low VOC
- 100% acrylic
- 2-in-1: paint & primer
- Enhanced adhesion & peeling resistance
- Excellent coverage
- Maximum UV resistance & color retention
- Excellent coverage
- Excellent abrasion resistance
- Excellent fade resistance
- Maximum peeling, cracking & blistering resistance
- With **BioPro™** Technology that provides protection to the paint coating by preventing the growth of microorganisms such as bacteria, algae, mold and mildew.

Section 4 – Color

Available in more than 4,000 colors from our "Master Color Selector."
Tinting with Master Paints colorants, which have zero volatile organic compounds (VOC's).
To optimize hide color development, some colors need to use the recommended gray color primer.

Section 5 – Composition

100% acrylic resins, titanium dioxide and pigment extenders. Free of lead, chromates and mercury.

Weight/Gallon (average): 11.60 +/- 0.15 lb/gal
VOC (base without color) *: Maximum 10 g/L
Volume Solids (average) *: 38.0 %
Weight Solids (average) *: 55.0 %
Viscosity: 100- 105 KU (Stormer)

Finish: Flat

Gloss: 1 -5 @ 85°

Flash Point: None

*Calculated

Section 7 – Surface Preparation

Surface Preparation-General: All substrates must be internally dry and surface free of contaminants such as dirt, grease, chalk, algae, mildew, form oils, loose or badly cracked paint. Remove mildew and algae on paint film by scrubbing with a solution of one quart of hypochlorite-type household bleach to three quarts of water. After scrubbing, rinse thoroughly with water. Wear protective glasses and rubber gloves to avoid eye and skin irritation.

Material Preparation: Mix thoroughly before using by stirring with a lifting motion. It should be applied without thinning.

New Concrete and Masonry: Wait at least thirty (30) days after plastering before applying paint. On new surfaces, we recommend using **ProTech Best Guard Primer & Sealer** that is formulated for alkaline surfaces. For better paint durability apply one (1) coat of primer and two (2) coats of this paint.

Concrete and Masonry (Previously Coated Surfaces): Scrape and wire brush or power tool clean to remove any loose or unsound concrete, masonry or deteriorated coatings and to remove any laitance (white powder) or efflorescence from the surface. Any shiny area should be sanded to create proper adhesion. For better paint durability and warranty coverage, apply one (1) coat of **Master Ready Wall Surface Conditioner** and two (2) coats of this product.

Wood: For unpainted surfaces, sand rough areas and then apply one coat of **ProTech Best Guard Primer & Sealer** before applying two coats of this product. For previously painted wood surfaces, clean entirely using a scrape and wire brush or pressure wash in order to remove any loose or unsound concrete, masonry or deteriorated coating. Apply one coat of **Master Ready Wall Surface Conditioner** and then two coats of this product.

Section 8 – Application

Mix thoroughly before use. This product can be applied using a brush, roller or atomizer (conventional or airless). Do not paint in direct sun or on a hot surface. Wait at least four hours between coats. Do not apply if rain is expected within 48 hours.



MASTER

PROTECH

Brush: Use a high quality nylon / polyester brush.

Roller: For best final appearance when rolling, finish off in one direction, especially for dark colors.

Use a high quality polyester roller cover.

Spray – Airless

Pressure: 2000 psi

Tip: 0.17" - 0.21"

Theoretical Coverage: 609 ft²/gal (56.6 m²/gal) @ 1mil/25 microns

Coverage:

This product covers up 400 sq. ft/gal (37 m²/gal), applied @ 4 mils wet; 1.2 mils dry, depending on the surface color, texture, porosity, and application method.

Recommended Film Thickness: 2.4 mils dry, 7.5 mils wet.

Drying Time, @ 77°F (25°C), 50% RH:

To touch: 1 hour

To recoat: 4 hours

Hard: 24 hours

Drying and recoat times are temperature, humidity, color, and film thickness dependent.

Thinning: Not recommended, but if it is necessary, add maximum ½ pint of water per gallon.

Clean Up:

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. See the manufacturer safety recommendations when using solvents.

Section 9 – Warning

Before use, ask and read the Safety Data Sheet (SDS) of the product. Close container after each use. **KEEP OUT OF REACH OF CHILDREN.**

WARNING: If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead and exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Section 10 – Caution

HARMFUL IF SWALLOWED. MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. USE ONLY WITH ADEQUATE VENTILATION.

When applying spray, use respiratory protection (NIOSH/MSHA TC23C or equivalent), eye protection and

protective clothing. Before use, ask and read the Safety Data Sheet (SDS) of the product. Close container after each use.

KEEP OUT OF REACH OF CHILDREN.

Section 11 – First Aid

In case of skin contact, remove product from skin with soap and water. When eye contact with products occurs, rinse affected area with large amounts of water at least 15 minutes and get immediate medical attention. If swallowed, medical attention is needed immediately.

Section 12 – Storage

Store the air tight sealed product in a dry and well ventilated environment.

Section 13 – Disposal

For proper disposal of excess material, please contact your local city waste management agency.

PLEASE DO NOT DISPOSE OF REMNANTS IN SEWERS.

Section 14 – Storage

One gallon / five gallons pail.

Section 15 – Warranty

The warranty of this product is limited only to the replacement of the product if it should fail to comply with quality standards or specifications. Master Paints & Chemical Corp. does not guarantee and shall not be liable for damages arising out of purchaser's failure to apply the product in accordance with our instructions. This warranty excludes labor and costs of labor for the application or removal of any product and any incidental or consequential damages. If not satisfied as warranted, contact Master Paints & Chemical Corp. with sales receipt(s).

The information and recommendations set forth in this Product Data Sheet are based upon test conducted by Master Paints and Chemical Corp. Since application variables are a major factor in product performance, this information should serve only as a general guide. Improvements in coating technology may cause future technical data to vary from what is in this bulletin. Consult your Master Paints and Chemical Corp. representative or call 787 835 4000 to obtain the most recent Product Data Sheet.

Rev. Date July 05.2017



Attachment E – 1: Lanco Gel Strip Paint Remover



TECHNICAL DATA SHEET

Gel Strip Paint Remover PR-111

Non-Running Gel Paint Remover

Description: <p>Gel Strip is a super powerful, non-running type gel stripper formulated with a strong chlorinated solvent and deep acting and wetting agents that effectively removes coatings from metal, wood, concrete and other surfaces. Aircraft, automotive, industrial and marine grade.</p>	Surface Preparation: <p>All surfaces must be clean, dry prior to apply this product.</p>	Application Method: <p>For best results, follow these steps:</p> <ol style="list-style-type: none">Brushing: Using a soft natural nylon bristle brush, apply a thick coat of Lanco® Gel Strip in one direction only. Let it stand for 15 to 30 minutes. Do not rebrush.Spraying: Using a pressure spray gun designed for spraying heavy mastic type material, spray at 20 to 22 P.S.I., apply wet heavy coat. Let it stand for 15 to 30 minutes. Note: always use respiratory protection.Dipping: Dip the entire piece into the Lanco® Gel Strip for 15 to 30 minutes. Allow Lanco® Gel Strip to penetrate into the old finish and do the work for you. <p>When action is completed, scrap off with a flexible putty knife or squeegee. Then rinse thoroughly either with water from a hose, water dipped rags or steel wool, or solvent dipped rags. Allow stripped and cleaned surface to dry before applying new finish. On metal surfaces and aluminum apply to prevent rust or oxidation. Prime immediately after surface is dry. Lanco® Gel Strip is not recommended for use on fiberglass or plastic. Before using on unlisted surfaces, first test for suitability. User accepts all responsibility for such use. Do not use on plastics.</p>								
Product Advantages: <ul style="list-style-type: none">• Non-running• Non-caustic• Easy water cleanup• Fast-acting• Non-staining	Product Data: <table><tr><td>Weight/Gallon:</td><td>10.03 ± 0.05 lb. (4.55 ± 0.02 kg.)</td></tr><tr><td>Sizes:</td><td>55 gallons 5 gallons 1 gallon 1 quart</td></tr><tr><td>Viscosity:</td><td>3,500-4,000 cps.</td></tr><tr><td>Flash Point:</td><td>< 100°F Setflash</td></tr></table> <p>Notice: The technical data contained herein are true and accurate to the best of our knowledge. Published technical data and instructions are subject to change without prior notice. S.D.S.: Available upon request.</p> <p>Storage: Protect from freezing; store in a cool, dry place at room temperature. Product must be used within one year of purchase.</p>	Weight/Gallon:	10.03 ± 0.05 lb. (4.55 ± 0.02 kg.)	Sizes:	55 gallons 5 gallons 1 gallon 1 quart	Viscosity:	3,500-4,000 cps.	Flash Point:	< 100°F Setflash	
Weight/Gallon:	10.03 ± 0.05 lb. (4.55 ± 0.02 kg.)									
Sizes:	55 gallons 5 gallons 1 gallon 1 quart									
Viscosity:	3,500-4,000 cps.									
Flash Point:	< 100°F Setflash									
Uses: <p>Designed for a fast-acting and quick removal of polyurethanes, enamels, lacquers, primers, and clear coats over base coat systems from wood, metal, concrete and other surfaces. Not for use on plastics.</p>										



DangerWarning:

Use only with adequate ventilation. Ventilation must be sufficient to limit exposure below S.D.S. limits. Maintain close container when not in use.

Caution: flammable vapors may cause flash fire. Before applying, extinguish pilot lights, shut off electrically operated appliances and eliminate other sources of flame or sparks and leave off until area is clear of vapors. Do not smoke. Close container tightly after each use. Provide adequate ventilation during application and drying cycle.

First aid: avoid prolonged or repeated breathing of vapor. High vapor concentrations may cause unconsciousness or even asphyxiation. Do not take internally. Swallowing may cause injury, illness or death. If swallowed do not induce vomiting; consult a physician immediately. Avoid prolonged or repeated contact with skin. Contact may cause skin irritation and dermatitis. Do not get in eyes. Keep outreach of children.

Notice: Reports have associated repeated and prolonged occupational over exposure to solvents with permanent brain and nervous system damage, peripheral nervous tissue damage and liver abnormalities. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal.

Warning! Keep out of reach of children. Do not take internally.

Important: Use only with adequate ventilation. Ventilation must be sufficient to limit exposure below MSDS limits. Read Safety Data prior to use. Protect from freezing. Go to www.lanocpaints.com.

For chemical emergency call ChemTrec 1-800-424-9300 (USA) or 1-703-527-3887 (International).



• **NORTH AMERICA** • 600 N.W. Florida Drive Airport Industrial Park of Orlando, Florida 32824 • Tel. (407) 240-4000 Fax (407) 240-4046
• **CARIBBEAN & SOUTH AMERICA** • Urb. Aponte #5, San Lorenzo, Puerto Rico USA 00754 • Tel. (787) 736-4231 Fax (787) 736-5313
• **CENTRAL AMERICA** • Zona Industrial Bos. Iote #4, El Ceyol de Alajuela, Costa Rica • Tel. (506) 2438-2257 Fax (506) 2438-2162



SAFETY DATA SHEET



DATE PRINTED	2/1/2016
SDS REF. No :	PR-111

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: PAINT REMOVER SEMI-PASTE STRIP
Product Code: PR-111

Manufacturer
LANCO MFG.CORP.
URB. APONTE # 5

24 HR. Emergency Telephone Number
CHEMTREC (US Transportation): 1 (800)424-9300
CHEMTREC (International : 1(703)527-3887
Transportation)

SAN LORENZO, PUERTO RICO, 00754
787-736-4221

2. HAZARDS IDENTIFICATION

Classification (substance or mixture):

Category 2 (Flammable liquid)
Category 3 Acute Toxicity, Inhalation
Category 2 Skin Corrosion / Irritation
Category 2A Serious damage/eyes irritation
Category 2 carcinogenicity
Category 2 Toxic to Reproduction
Category 3 Target organ Systemic Toxicity (single exposure)
Category 2 Target organ Systemic Toxicity (Repeated exposure)
Category 1 Aspiration Hazard

GHS Label Elements:



Signal Word: Danger

Hazard Statements:

H370 Causes damage to organs.
H361 Suspected of damaging fertility or the unborn child.
H302 Harmful if swallowed.
H319 Causes serious eye irritation.
H315 Causes skin irritation.
H304 May be fatal if swallowed and enters airways.
H225 Highly flammable liquid and vapor.



H302 Harmful if swallowed.
H335 May cause respiratory irritation.
H351 Suspected of causing cancer.

Precautionary Statement:

P281 Use personal protective equipment as required.
P271 Use only outdoors or in a well-ventilated area.
P270 Do not eat, drink or smoke when using this product.
P264 Wash hands thoroughly after handling.
P260 Do not breathe dust/fume/gas/mist/vapors/spray.
P243 Take precautionary measures against static discharge.
P242 Use only non-sparking tools.
P241 Use explosion-proof electrical/ventilating/lighting equipment.
P240 Ground/bond container and receiving equipment.
P202 Do not handle until all safety precautions have been read and understood.
P201 Obtain special instructions before use.
P233 Keep container tightly closed.
P210 Keep away from heat/sparks/open flames/hot surfaces. No smoking.
P370 + P378 In case of fire: Use dry sand, dry chemical or alcohol-resistant foam to extinguish.
P501 Dispose of contents/container to and approved waste disposal plant.
P405 Store locked up.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	Weight %	CAS Number
*Dichloromethane	70% to 80%	75-09-2
*Methyl Alcohol	0.05% to 10%	67-56-1
Nonylphenol Polyoxydate Polyoxydate	0.05% to 10%	9014-93-1
*Methylbenzene	0.05% to 10%	108-88-3
Hydroxypropyl methyl cellulose	0.05% to 10%	9004-63-3

* Toxic chemical subject to the reporting requirements of section 313 of Title III and of 40 CFR 372.

4. FIRST AID MEASURES

Eyes: In case of eye contact, flush with large amount of water for at least 15 minutes. Get medical assistant.

Skin: Immediately wash skin with soap and plenty of water.



Get medical attention if irritation develops or persists.

Ingestion: Do not induce vomiting. Call a physician or poison control center immediately. Never give anything by mouth to an unconscious person.

Inhalation: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

Notes To Physician: Treat symptomatically.

5. FIREFIGHTING MEASURES

Suitable Extinguishing Media: Carbon Dioxide, Dry Chemical, Foam, Water Fog.

Unsuitable Extinguishing Media: None

Specific Hazard In Case Of Fire: Closed containers may explode when exposed to extreme heat. Vapor may form explosive mixture with air. No unusual fire or explosion hazard noted. keep containers closed when not in use.

Special Protective Equipment And Precaution For Fire Fighters: Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up an possible auto-ignition or explosion when exposed to extreme heat.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Avoid contact with skin, eyes and clothing. Ensure adequate ventilation.

Environmental Precautions: Do not allow spill to enter drains or waterways. Use good personal hygiene practices. Wash hands before eating, drinking, or smoking. Promptly remove soiled clothing and wash thoroughly before reuse.

Method And Materials For Containment And Cleaning Up: Eliminate ignition source, provide good ventilation, dike spill area and add absorbent earth or sawdust to spilled liquid. Thoroughly wet with water and mix.

Collect absorbent/absorbent water/spilled liquid mixture into metal containers and add enough water to cover. Consult local state and federal hazardous regulation before disposing into approved hazardous waste landfills. Obey relevant law.

7. HANDLING AND STORAGE

Precaution For Safe Handling: Avoid contact with skin, eyes and clothing. Avoid breathing



vapors, spray mist or sanding dust. In case of insufficient ventilation, wear suitable respiratory equipment.

Conditions For Safe Storage, Including Incompatibilities: Handle containers carefully to prevent damage and spillage. Incompatible materials: Alkaline materials, strong acid and oxidizing materials.

Store in original containers at temperatures between 5 °C and 25 °C. Keep away from heat, sparks and open flame. Protect from freezing and direct sunlight. Keep containers tightly closed. Ensure that waste and contaminated materials are collected and removed from the work area as soon as possible in a suitably labeled container.

8. EXPOSURE CONTROLS\PERSONAL PROTECTION

Exposure Limits

Components	CAS	Limits
Dichloromethane	75-09-2	ACGIH TWA 50ppm, OSHA TWA 25ppm, OSHA STEL 125ppm, OSHA Action Level 12.5ppm
Methyl Alcohol	67-56-1	ACGIH TLV 200ppm, OSHA TWA 200 ppm, OSHA STEL 250 ppm, ACGIH STEL 250 ppm ACGIH TLV 200ppm TWA
Methylbenzene	108-88-3	ACGIH TWA 20 ppm, OSHA TWA 200 ppm OSHA Z1 TWA 100 ppm, STEAL 150ppm NIOSH TWA 100ppm, STEAL 150ppm

Engineering Controls: Use appropriate engineering control such as process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Good general ventilation should be sufficient to control airborne levels. Where such system are not effective wear suitable personal protective equipment, which performs satisfactorily and meet OSHA or other recognized standards. Consult with local procedures for selection, training, inspection and maintenance of the personal protective equipment.

Personal Protective Equipment:

Respiratory Protection: In case of insufficient ventilation wear suitable respiratory equipment.

Eyes Protection: Safety glasses with side-shields.



Skin Protection: Chemical -resistance gloves and chemical goggles, face-shield and synthetic apron or coveralls should be used to prevent contact with eyes, skin or clothing.

Work Hygienic Practices: Ensure shower and eyewash station are available. Use good personal hygiene practices. Wash hand before eating, drinking. Promptly remove soiled clothing and wash thoroughly before reuse.

Other Use Precautions: None

Comments: No information available.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Liquid

Color: Blue

Flash Point And Method: 105 °F Set-a-flash

Auto-Ignition Temperature: Not available

Boiling Point/Range: 133 - 233 °F

Melting Point: Not available

Vapor Pressure: Not available

Vapor Density: Heavier than Air

Solubility in Water: Insoluble

Odor: Solvent odor

Upper /Lower Flammable Limits: 1.1 % TO 36 %

Relative Density (g/cm³): 1.2026

Evaporation Rate: Slower than Ether

Flammability (Solids, Gas): Not available

Partition Coefficient: Not available

pH: Not applicable

Decomposition Temperature: Not available

Coating VOC (gm/l): 1,096



Material VOC (gm/l): 1,079

10. STABILITY AND REACTIVITY

Chemical Stability: Stable

Possibility Of Hazardous Reactions: None under normal condition of use.

Conditions To Avoid: Poor ventilation.

Materials To Avoid: Keep away from the following materials to prevent strong exothermic reaction: oxidizing agents, strong alkalis, strong acids.

Hazardous Decomposition Products: Decomposition products may include the following materials: carbon monoxide, carbon dioxide, smoke, oxides of nitrogen.

11. TOXICOLOGICAL INFORMATION

Signs And Symptoms Of Overexposure: No information available.

Acute Effects:

Eye Contact: Cause serious eyes irritation.

Skin Contact: Substance may cause slight skin irritation. Prolonged or repeated contact may cause skin irritation. Allergic reactions are possible.

Inhalation: Harmful if inhaled. High vapor concentration is irritating to the eyes, nose, throat and lungs. Prolonged or excessive inhalation may cause respiratory tract irritation.

Ingestion: Aspiration hazard if swallowed; can enter lungs and cause damage. Harmful if swallowed.

Target Organ: No information available.

Chronic Effects: No information available.

Toxicity Values: The acute effects of this product have not been tested. Data on individual components are tabulated below.

TOXICOLOGICAL INFORMATION

Dichloromethane(75-09-2)



LD50 Rat Oral	>2000 mg/kg
LC50 Rat inhalation	52000 mg/m3
LD50 Rat Dermal	>2000 mg/kg
Methyl Alcohol(67-56-1)	
LD50 Rat Oral	100 mg/kg
LC50 Rat inhalation	5 mg/l
LD50 Rabbit Dermal	300 mg/kg
Methylbenzene(108-88-3)	
LD50 Rat. Oral	>5580 mg/kg
LD50 Rat Inhalation	12500-28800 mg/m3, 4 hrs.
LD50 Rabbit. Dermal	12196 mg/kg

CARCINOGENICITY: The information below indicates whether each agency has listed any ingredient as a carcinogen:

Components	CAS	Carcinogen (IARC)
Dichloromethane	75-09-2	2B Possible carcinogenic humans
Methylbenzene	108-88-3	3

12. ECOLOGICAL INFORMATION

Persistence And Degradability: No information available.

Bio-Accumulative Potential: No information available.

Mobility In Soil: No information available.

Other Adverse Effects: No information available.

Eco-toxicological Other Information: No information available.

ECOLOGICAL INFORMATION

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13. DISPOSAL CONSIDERATIONS

Disposal Method: Consult with the US EPA Guidelines listed in 40 CFR Part 261.3 for the classifications of hazardous waste prior to disposal. Furthermore, consult with your state and local waste requirements or guidelines, if applicable, to ensure compliance. Arrange disposal in accordance to the EPA and /or state and local guidelines.

14. TRANSPORT INFORMATION

	DOT	IMDG	AIR (IATA)
UN Number	UN1263	UN1263	UN1263
UN Proper Shipping Name	Paint related material including dilution, drying, removal and reduction of compound.	Paint related material including dilution, drying, removal and reduction of compound.	Paint related material including dilution, drying, removal and reduction of compound.
Hazard Class	3	3	3
Packing Group	III	III	III
Environmental Hazard	No	No	No
Marine Pollutant (Y/N)	No	No	No

15. REGULATORY INFORMATION

U.S. Regulations:

U.S. SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT)

311/312 Hazard Categories: Hazardous Information

Fire: Yes

Pressure Generating: No

Reactivity: No **Acute:** Yes **Chronic:** Yes

313 Reportable Ingredients: This product contains a chemical or chemicals which are subject to the reporting requirements of section 313 of title 40 CFR 372.

313 REPORTABLE INGREDIENTS

Chemical Name	Weight %	CAS
*Dichloromethane	78.1289	75-09-2
*Methyl Alcohol	9.3663	67-56-1
*Methylbenzene	2.3271	108-88-3



302/304 Emergency Planning
Emergency Plan: No

State Regulations: No

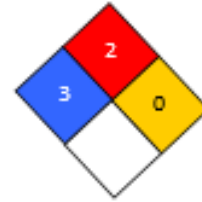
Other Govt. Regulations: No



16. OTHER INFORMATION

HMIS RATING	
Health	3
Flammability	2
Reactivity	0
Personal Protection	H

NFPA CODES



DATE CREATED	12-17-15
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Revision Indicator: None

Manufacturer Disclaimer: The information contained herein is based on data believed by this company to be accurate, but we do not assume any liability for its accuracy. We neither suggest nor guaranteed that any hazards mentioned are the only ones which exist. The manner in which it is used and whether there is any infringement of patents is the sole responsibility of the user.



Attachment E – 2: Klima Ilva Polimeri

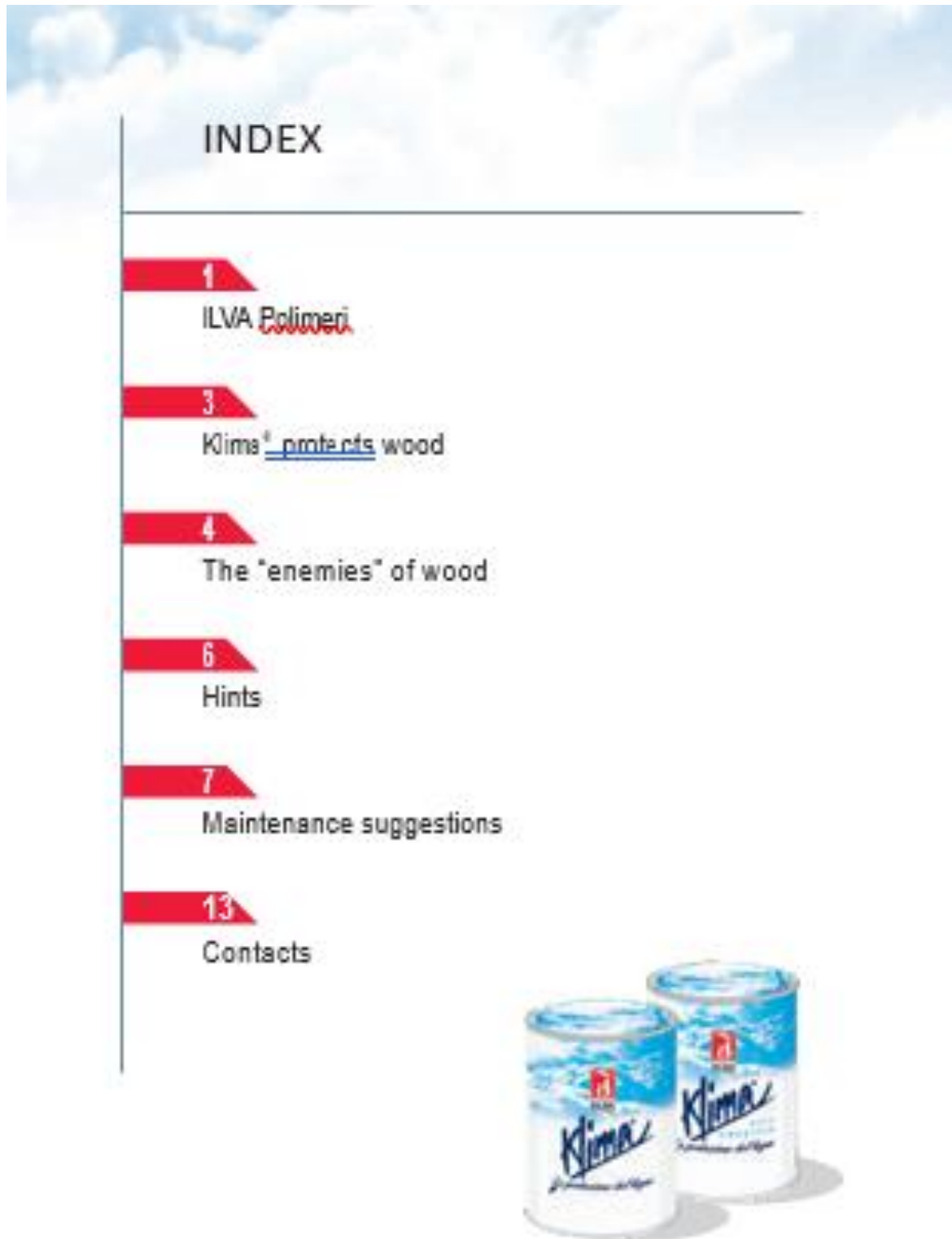


Klima

MAINTENANCE OF OUTDOOR WOOD



ivm Chemicals
A FIBS CHEMICALS BRAND





ILVA products were born in 1947 in Italy, from one of the main Italian companies specialized in the production of wood coatings.

Nowadays, **ILVA Polimeri**, already a part of IVM Group, is a commercial division of **IVM Chemicals**, which originated in 2007 from the merger between **ILVA Polimeri** and the other Italian Companies of the Group.

IVM Group is the most important Multinational Group in Europe, and among the first groups in the world in this sector. It has Subsidiaries in Italy, France, Spain, Germany, Greece, Poland and distributing in over 70 Countries thanks to a highly specialized Dealers Network.

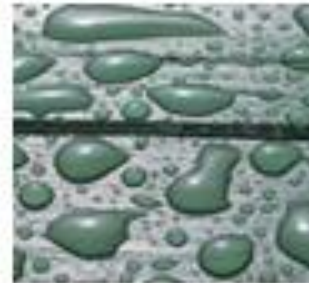
ILVA products are manufactured in **the largest and most modern manufacturing establishment in the world**, specialized in the production of wood coatings.

They are formulated by **more than 200 researchers who, in the European Research and Development labs of the Group**, work every day in constant telematic contact for the future of wood coatings, with the most technologically advanced instruments.

From the smallest to the largest production lots, everything is organized, managed and controlled by a central processing system, in order to constantly guarantee product quality and client satisfaction.

ILVA products are distributed all over the world by the **International Development Division**.

1





Klima[®] is WOOD PROTECTION

When wood is exposed to external conditions it needs special attention to allow the maintenance of its qualities and aesthetic characteristics overtime.

Wood coating, further to enhancing the beauty of wood, represents an effective protection from the main causes of deterioration.

KLIMA[®] UVA ~~Polimer's~~ coating product line for external handmade items, originates from the need to ensure the best protection against the damaging action of biological and atmospheric agents. It also gives handmade items an excellent finishing touch.

THE “ENEMIES” OF WOOD

The main factors affecting the life of external wooden items are:



SUN AND AIR

Ultraviolet rays trigger off a chemical reaction with the lignin contained in the wood fibres, causing the molecular disaggregation of the superficial layer on which the protective film is anchored.

Smog causes the formation of acid rains and a high concentration of chemicals, facilitating coating deterioration and the film decomposition over time. As the item deteriorates, the coating peels off, showing a colour alteration on the wooden surface, called “greying”. KLIMA® thanks to its special formulation, protects coating and wood from the aggression of sunlight and air.

WATER

Wood, by its nature, absorbs water in form of humidity. The dimension of wood varies according to its humidity content. Over time the applied coating has difficulty in adapting to the surface variations and peels off.

Moreover, humidity is the natural environment for moulds and fungi which, feeding themselves on wood substances, cause its decomposition and discolouring over time.

Klima is a coat with plasticity characteristics, and it can fit the dimensional variation of wood.

Because of its particular composition, it prevents the aggressive action of biological agents (moulds, fungi, etc.).



HINTS

To maintain the constant quality of wood it is very important that the coating film remains undamaged over time.

A periodical maintenance of the item is therefore necessary, remembering that:

1 shutters and frames facing south are generally more exposed to sunbeams, and therefore they are subject to more deterioration.

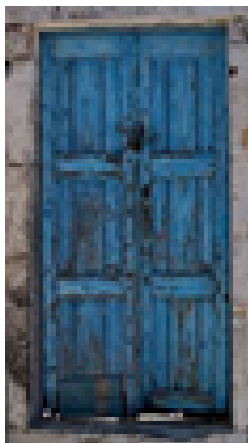
2 humidity more easily stagnates on the wooden ends, in the joints or along the draught excluders, where it can seep more easily through.

3 the life of wood also depends on the colour of the item: the covering paints, as they contain pigments, create a stronger protection from sunbeams. Dark colours absorb sunrays, while light colours reflect them. When absorbing the sunbeams, the item warms up: high temperatures contribute to wood deterioration.

MAINTENANCE SUGGESTIONS

These factors lower the protection power of the coating film.

To guarantee this protection, an annual check of the item condition is necessary: this makes the carrying out of the needed maintenance operations easier.



The maintenance operations are:

- **cleaning**
- **partial restoration**
- **renewal**
- **complete restoration**

CLEANING



In order to remove dust and rain spots, it is necessary to clean the item with water and neutral detergents.

Cleaning products containing acids or ammonia must be absolutely avoided, as they would attack the coating film and damage it.

MAINTENANCE SUGGESTIONS



RENEWAL

If after the cleaning operations the coating film appears in good conditions (no ~~crackings~~), we suggest to proceed with the application of **TN 030 Klima⁺ Aquatech retuning**, passing a cloth soaked in this specific product on the entire item surface.



PARTIAL RESTORATION

It should be done in case there are some points in which, for any external cause, the coating film shows some ~~crackings~~.

The utmost attention should be paid to:

- windows: their lower part is subject to higher humidity absorption;
- external shutters: on their entire surface, in particular on joints and ends.

To avoid that water, seeping through the coating film ~~crackings~~, causes alterations to the underlying wood, it is necessary to restore the integrity of the coating film.



Execution modalities:

- clean the item as previously described
- slightly sand down the part to be restored, using "grit 320" sand paper.
- apply the maintenance product **TN 090 Klima[®] Aquatech Top** using a brush, only on the damaged areas.

If the items are pigmented, use water-based products of **PN6/colore Klima[®] Unilack** series.

We would suggest the above described maintenance operation if you notice that the coating film is thinning and tarnishing; in this case it would be better to slightly sand down the whole item and re-coat it.

COMPLETE RESTORATION

This operation should be done when, in absence of the above mentioned maintenance operation, the coating film and the item are remarkably deteriorated (when the wooden surface is greying and the coating film is visibly peeling off).



MAINTENANCE SUGGESTIONS

In this case, a correct restoration should be carried out by totally removing the damaged coating film. If a paint remover is used, the surface must be washed with water and it is necessary to wait for some days before re-coating it.

Execution modalities:

- remove the damaged coating film using "grit 150-180" sand paper.
- accurately prepare the wooden surface further sanding it down with "grit 240" sanding paper.
- using a brush, apply the protective primer **TN 30 Klima[®] Aquatech** clear or **PN3/pigmented Klima[®] Aquatech** until obtaining the desired colour gradation. Leave the primer to dry for at least 4 hours.

- apply 2 layers of water-based top coat **TN 090 Klima⁺ Aquatex Top** for spray gun or brush application.

If the item is pigmented, apply two layers of pigmented top coat series **PN6/pigmented Klima⁺ Unilack** on the clear primer.

N.B.:

the above cited maintenance systems contemplate the use of **water-based** products for their absence of emissions, easiness of use and tool cleaning.



MAINTENANCE SUGGESTIONS

Regardless of the type of coating, the item could show some problems:



RESIN

Resinous woods, generally used in the manufacturing of window frames, can shed resin drops from their knots over time. Resin is easily removable using a nitro thinner as the use of metal tools (i.e. blades, spatulas, etc.) can damage the item. We suggest applying a renewal product using a soaked cloth.



WHITE OPAQUE SPOTS

Water-based coats are products allowing wood transpiration. If the coating film is not yet completely dry or in conditions of strong humidity, such as in case of rain, the wet surfaces might show whitish spots, caused by water absorption. In this case it is not necessary to intervene as soon as the humidity evaporates the spot will disappear.



For information
about the authorized dealers,
call the following number:
+39 02 90 27 93.1



MAINTENANCE OF OUTDOOR WOOD



IVM Chemicals srl - International Development Division

Viale della Stazione, 3 - 27020 Piacenza (PV) Italia

www.ilvapolimeri.com - idd@ilvapolimeri.com

Tel. +39 02 90 27 931 Fax. +39 02 90 36 40 27



Attachment E – 3: Klima Water Based Coatings For Exteriors



KLIMA HIGH PERFORMANCE WATER-BASED COATINGS FOR EXTERIORS-ULTRA LOW VOC'S

**IC&S
P.O. BOX 10845
LANCASTER, PA 17605
800-220-4035**

**ILVA
IVM CHEMICALS, ~~srl~~
INTERNATIONAL WOOD COATINGS DIV.
PARONA, ITALY**



MAINTENANCE PROCEDURES WITH TN030 & TN090 : KLIMA AQUATECH

1) Simple "maintenance" is needed, when the film quality is still good and no cracks appear on the film substrate. It is necessary to carry out a cleaning operation before starting the maintenance cycle

SUBSTRATE:	Windows, chairs, railing, decks, fencing, and doors for outdoor in various wood species			
Definition of cycle	Maintenance: Transparent or pigmented - closed grain - matte finish - Aquatech cycle			
Operation	Products	Description	Mixing ratio	Application
Cleaning				Wipe with cloth using neutral detergent, to remove dust and residual humidity, then rinse
Topcoat	TN030/water	Aquatech "topificante"	100/0-5%	Brush or cloth

2) "Partial recoating" is needed when the film overall quality is still good but not perfect and some cracks appear on the film substrate. In this case a cleaning operation is necessary before starting the coating cycle, followed by a light sanding.

SUBSTRATE	Windows, chairs, railings, decks, fencing, and doors for outdoor in various wood species			
Definition of cycle	Partial recoating: Transparent - closed grain - matte finish - Aquatech cycle			
Operation	Products	Description	Mixing Ratio	Application
Cleaning				Wipe with cloth using neutral detergent, to remove dust and residual humidity, then rinse
Sanding				Paper 320 grit
Topcoat	TN090/water	Aquatech top	100/0-5%	Brush
SUBSTRATE	Windows, chairs, railings, decks, fencing, and doors for outdoor in various wood species			
Definition of cycle	Partial recoating: <u>Pigmented White</u> - closed grain - matte finish - Aquatech cycle			
Operation	Products	Description	Mixing Ratio	Application
Cleaning				Wipe with cloth using neutral detergent, to remove dust and residual humidity, then rinse
Sanding				Paper 320 grit
Topcoat	PN6 color/water	Aquatech Unilack	100/0-5%	Brush



ILVA TECHNICAL DATA SHEET

PRODUCTS SERIES: KLIMA SERIES

PRODUCT CODE: PN6B

DESCRIPTION: KLIMA WHITE THIXOTROPIC TOPCOAT

This product is a thixotropic topcoat based on acrylic resins in water dispersion for wood protection. Allows application of high film build without risk of running or sagging.

USES: For outdoor use, pre-coated with Klima Aquatech series impregnating stains and sealers.

PRODUCT PREPARATION: PN6B KLIMA W/B White Matte Finish 100 parts by weight or volume
Water Thinner 5 parts by weight or 6 parts by volume

APPLICATION SYSTEM: For best results use Kremlin 30:1 pump with Airmix 800 fluid lbs. 35-40 static atomizing air 06134/06154 tips or use conventional, pressure pot, cup gun or apply by roller or brush

FILM THICKNESS: 8-10 mils wet

COATS: One or two depending upon desired build; can be used as a self-sealer

GENERAL PROPERTIES: Specific Gravity, gr/cc 1.30 +/- .02
Viscosity (Brookfield spn 4 vel.2) 30,000-32000 cps
Solids, % by weight: 45 +/- 2
Gloss: 30 +/- 2

DRYING TIME: Air drying
Dry to touch 40 minutes
Dry to sand: 1 hour
Full dried: 6-8 hours
(Drying times will vary according to temperature, ventilation, and relative humidity)

COATING CYCLES: Cycle 1 - Pigmented Coating Cycle with Thixotropic Topcoat - White

Substrate: Non-bleeding soft and hardwoods
Wood Preservative: 1 coat of PN410
Sealer 1 coat of PN4B or PN6B - drying time 4 hours
Topcoat 1 coat of PN6B

The cycle above is certified CATA 8, with CATA 8 certification Quality Award 03/02 compliant with ENV 927-2/2000 Performance specification and with all the other requirements included in technical specification of "Cata Quality Awards - coating system for exterior wood"

PRODUCT PROPERTIES: PN 6B sealer is characterized by very good hiding and filling. Improves protection against weathering and UV deterioration. Soft to the touch, highly flexible, will follow dimensional movement of wood without cracking or flaking off, so as to allow easy maintenance.

MAINTENANCE: Previously finished items should be lightly sanded w/280 or 320 grit and recoated.

WARNING: KEEP FROM FREEZING!

SHELF LIFE: 12 Months

STORAGE: Store in a tightly closed container at room temperatures (18 -25 °C/64 -75 °F) and protect from moisture and foreign material. Do not store at temperatures below 7°C (45°F).

DATE OF ISSUANCE: 03-13, Revised 7-16, 2-18

IC & S, P.O. BOX 10846, LANCASTER, PA 17606 (800)
220-4036

EVERY REASONABLE PRECAUTION IS TAKEN IN THE MANUFACTURE OF OUR PRODUCTS TO INSURE THAT THEY COMPLY WITH OUR STANDARDS. INFORMATION GIVEN IS CORRECT TO THE BEST OF OUR KNOWLEDGE. ANY SUGGESTIONS MADE BY US COVERING THE USE OF OUR PRODUCTS ARE BASED ON EXPERIENCE AND/OR TESTS BELIEVED TO BE RELIABLE. HOWEVER, BECAUSE THE USE OF ANY PRODUCT OF OUR MANUFACTURE IS COMPLETELY BEYOND OUR CONTROL, INCLUDING FOR EXAMPLE, THE METHOD AND CONDITIONS OF APPLICATION, NO GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE. MANUFACTURERS MAXIMUM LIABILITY SHALL BE TO REPLACE SUCH QUANTITY OF PRODUCT DETERMINED BY OUR LABORATORY TO BE DEFECTIVE. USER SHALL DETERMINE THE SUITABILITY OF THE PRODUCT FOR HIS INTENDED USE AND ASSUME ALL RISK AND LIABILITY IN CONNECTION THEREWITH.



ILVA TECHNICAL DATA SHEET

PRODUCT SERIES: KLIMA SERIES

PRODUCT CODE: TDS500

DESCRIPTION: Stain blocking isolator for exterior use with Klima Technology

PRODUCT

PREPARATION:	TDS500 Stain Blocking Isolator	100 parts by weight
	TX90 Hardener	40 parts by weight
	TZ33 Thinner for Spray	10-20 parts by weight
	TZ13 Thinner for Brush	10-20 parts by weight

USES: Solvent Based clear isolator for substrates rich in tannins and resins. Use with ILVA Klima water based cycles clear and pigmented. For use with outdoor applications to stop bleeding

APPLICATION SYSTEM: Spray, Airless., ~~airmix~~, brush

FILM THICKNESS: 5-6 mils wet

COATS: One

GENERAL

PROPERTIES:	Specific Gravity, gr/cc	.970+/- .020 g/ml
	Viscosity at application (Zahn #2)	25+/-2
	Pot Life	3 hours max with hardener added

DRYING TIME:	At room temperature:	20 mins dust free
(at 20°C/65°F)	Dry to touch	2 hours
	Hard dry at room temperature	24 hours
	Sandable to recoat (minimum after)	3 hours

NOTES: Apply PN tinted stain series or TN clear impregnator to the wood surface, selecting soft or hardwood series. When Impregnator is completely dry (min 2h), apply 1 coat of TDS500 stain blocker. Sand with 220 grit. Then apply 2/3 heavy coats of Klima topcoat TN931 series, or Klima PN6B or Klima pigmented coating. Klima top coats must have a total of 20 mils wet applied for maximum protection.

SHELF LIFE: 12 Months

STORAGE: Store in a tightly closed container at room temperatures (18 -25 °C/64 -75 °F) and protect from moisture and foreign material. Do not store at temperatures below 7°C (45°F).

DATE OF ISSUANCE: 11-13, Revised 11-15, 2-18

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ILVA TECHNICAL DATA SHEET

PRODUCT SERIES: KLIMA SERIES

PRODUCT CODE: PN410 for hard and soft woods

DESCRIPTION: KLIMA WHITE IMPREGNATOR WITH HIGH SOLID CONTENT

USES: Expressly developed as initial coat for white or pastel external use. May use on hard or soft woods. TDS500 ~~isolate~~ recommended under the PN410 for white or pastel colors.

APPLICATION SYSTEM: Brush or spray

FILM THICKNESS: 2.4-3.2 mils wet

COATS: One

GENERAL PROPERTIES: Specific Gravity, gr/cc 1.100 +/- .02
Viscosity (Zahn #2) 12 +/- 2
Solids, by weight: 38 +/- 2

DRYING TIME: Dry to touch: 1 hour
(at 20°C/68°F) Hard Dry: 1-2 hours

(Drying times vary according to temperature, ~~ventilation~~ and relative humidity)

COATING CYCLE: Cycle 1 - High Quality with Thixotropic Topcoat

Wood	Soft woods	
Impregnator	1 coat of PN410	drying 1-2 hours
Topcoat	1 coat of PN6B - 8 mils	drying 2-4 hours
Sanding		
Topcoat	1 coat of PN6B - 10 mils	

The cycle above is certified CATA S, with CATA S certification Quality Award 03/02 compliant with ENV 927-2/2000 Performance specification and with all the other requirements included in technical specification of "Catas Quality Awards - coating system for ~~exterior~~ wood"

SHELF LIFE: 12 Months

STORAGE: Store in a tightly closed container at room temperatures (18 -25 °C/64 -75 °F) and protect from moisture and foreign material. Do not store at temperatures below 7°C (45°F).

DATE OF ISSUANCE: 03-13, Revised 2-18

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ILVA TECHNICAL DATA SHEET

PRODUCT SERIES: KLIMA SERIES

PRODUCT CODE: PN4B

DESCRIPTION: KLIMA AQUATECH PIGMENTED THIXOTROPIC SEALER - WHITE
This product is a thixotropic filling sealer based on water-based one-component acrylic resins in water dispersion for wood protection. Allows application of high product thickness in only one-coat, without risk of sagging.

PRODUCT PREPARATION: PN4B WB Exterior Primer 100 parts by weight or volume
Water Thinner 30 parts by weight or volume

USE: For outdoor use. Suitable for hardwoods and softwoods.

APPLICATION SYSTEM: Brush, spray (air, ~~airless~~, airless). If airless ~~spray~~ we recommend diluting 3-5% to help air release during film-forming. For best results use Kremlin 30:1 pump with ~~airless~~ 600 ~~psi~~ 35-40 static atomizing air 06134/06154

QUANTITY (0.000 qt): 8-10 mils wet film

COATS: One or two depending on desired build

GENERAL PROPERTIES: Specific Gravity, g/cc 1.20 +/- .02
~~Viscosity~~ Brookfield ~~ssnd~~ 4 vel.2) 25,000 cps
Solids, % by weight: 51 +/-2

DRYING TIME: (at 20°C/68°F) Air drying (at room temperature with good ~~ventilation~~)
Dry to touch 20 minutes
Dry to sand: 2 hours
Dry to handle: 12-16 hours
Tunnel (35-40°C, 95-104°F) 90 minutes
(Drying times will vary according to temperature, ventilation and relative humidity)

COATING CYCLE: Cycle 1 - Pigmented Coating Cycle with Thixotropic Topcoat - White
Substrate: Non-bleeding softwoods and hardwoods
Wood Preservative: 1 coat of PN410, TN340 or TN30
Sealer 1 coat of PN4B reduced with water -4 hours ~~before~~ sanding
Sanding Sand using 320 grit ~~sanded~~ paper. Avoid high pressure or reduce speed on powered sanding equipment to avoid overheating the ~~waterbase~~ product and loading up sandpaper.
Topcoat 1 coat of PN6B reduced with water -4 hours drying

PRODUCT PROPERTIES: PN 4B sealer is characterized by very good hiding and filling capacity. Highly ~~flexible~~ following ~~displacement~~ moves of the wood without flaking off. Easy maintenance.

MAINTENANCE: Finished items should be lightly sanded with 240 or 320 grit and recoated or ~~recoated~~ with 1 or 2 coats of PN6B.

WARNING: KEEP FROM FREEZING!

SHELF LIFE: Six months from delivery date

STORAGE: Store at temperatures between 5°C (41°F) and 30° C (86°F)

DATE OF ISSUANCE: 03-13

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Revised: 4/02/2010

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09 / 039791

To :
I. C. & S. DISTRIBUTING CO

1833 WILLIAM PENN WAY
LANCASTER, PA. 17601
Stati Uniti D' America

SAFE TY D ATA S H E E T

1 . Identification of the preparation and company

1.1 Identification of products

Product name PN48
product description KLIMA FONDO ACQUA BIANCO

2 Identification of the preparation

Paint, varnishes and coatings for wood and wood finishing

1.3 Company identification

Name of company IVM Chemicals S.r.l.
International Development Division
VIALE DELLA STAZIONE, 3
27020 PARONA
PAVIA ITALIA

Name and emergency telephone number for more information
CARLO PORTA - 0039 2 902793.1
e-mail res_cpsvirgilio.it

1.4 Emergency telephone

The body responsible for receiving information relating to health
is : " Istituto superiore della sanità" (ISS) in Rome.

2 . Hazards identification



PN 4B

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3 . Composition and information on ingredients

Contain	Nº CE	Conc.
N. 67/548 - N° CAS	Symb , CE	- R- phrases
(2-METHOXYMETHYLETHOXY)PROP 34590-94-8	252-104-2	<u>2.5</u> - 4.99 %

4 . First aid measures

General:

In all cases of doubt, or when symptoms persist, seek medical attention
Never give anything by mouth to an unconscious person.

Inhalation:

Remove to fresh air, keep the patient warm and at rest. If breathing
is irregular or stopped, administer artificial respiration. Give no-
thing by mouth. If unconscious, place in the recovery position and
seek medical advise.

Eye contact:

Contact lenses should be removed. Irrigate copiously with clean, fresh
water for at least 10 minutes, holding the eyelids apart, and seek me
~~dical~~ advice.

skin contact:

Remove contaminated clothing. Wash skin thoroughly with soap and water or use
appropriate skin cleaner. Do NOT use solvents or thinners.

Ingestion:

If accidentally swallowed obtain immediate medical attention. Keep at
rest. Do NOT induce vomiting.

5 . Fire fighting measures

Extinguishing media

Recommended : alcohol resistant foam, CO, powder, water spray/ mist.
Not to be used : water jet



PN 4B

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Recommendations:

Appropriate self contained breathing apparatus may be required.
Cool closed containers exposed to fire with water spray. Do not allow
run- off from fire fighting to enter drains or water courses.

6 . Accidental release measures

Exclude sources of ignition and ventilate the area. Exclude not essen-
tial personnel. Avoid breathing vapours. Refer to protective measures
listed in section 7 and 8. Contain and collect spillages with non- com-
bustible absorbent materials, e. g. sand, earth, vermiculite, diatoma-
ceous earth and place in a suitable container for disposal in accor-
dance with the waste regulations (see section 13) . Do not allow to
enter drains or water courses. Clean preferably with a detergent; avoid
the use of solvents.

If the products enter drains or sewers the local water company should
be contacted immediately; in the case of contamination of streams ,
rivers or lakes, the national rivers authority.

7 . Handling and storage

Handling

Keep the container tightly closed. Exclude sources of heat, sparks and open
flamer. Non sparking tools should be used.
Avoid skin and eye contact. Avoid inhalation of vapour and spray mist.
Smoking, eating and drinking should be prohibited in areas of storage
and use. For personal protection, see, section 8.
Use earthing leads when transferring from one containers to another.

Storage

Observe the label precautions. Store between 5 and 25 ° C in a dry, wells
ventilated place away from sources of heat, ignition and direct sun-
light. No smoking. Container which are opened should be properly reseal-
ed and kept upright to prevent leakage. Store separately from oxidi-
sing agents and strongly alkaline and strongly acidic materials.
Where is not printed the expire date, on the label, the product must
be used before 8 months from the delivery date.

8 . Exposure controls/ personal protection

Engineering Measures

Provide adequate protection. Where reasonably practicable this should



PN 4B

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be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and/ or solvent ~~vapours~~ below the relevant occupational exposure limits, suitable respiratory protective equipment should be worn.

Respiratory protection

Air- fed respiratory protective equipment should be worn when this product is sprayed if the exposure of the sprayer or other people nearby cannot be controlled to below the occupational exposure limit and engineering controls and methods cannot reasonably be improved.

~~Vapours~~ may cause drowsiness and ~~dizziness~~. Hand protection

When skin exposure may occur, advice should be sought from glove suppliers on appropriate types. Barrier creams may help to protect exposed areas of the skin but are not substitutes for full physical protection. They should not be applied once exposure has occurred.

Eye protection

Eye protection designed to protect against liquid splashes should be worn.

Skin protection

Cotton or cotton/ synthetic overalls or coveralls are normally suitable. Grossly contaminated clothing should be removed and skin washed with soap and water or a proprietary skin cleaner.

(2-METHOXYMETHYLETHOXY) PROP

T L V. / O. E. L.

50 000 ppm

9 . Physical and chemical properties

Physical State	Liquid
Color	Specify of Product
Odor	Specify of Product
PH	//
Boiling point	<u>100</u> 00 °C
Flash point	N. A.
Lower flammability limit	<u>1</u> 10 in % vol /vol
Higher flammability limit	<u>12</u> 60 in % vol /vol
Vapor <u>pressure</u> (kPa)....	<u>10</u> 00
Distillation range	//
Solubility	With solvent and/ or water
Specific gravity +/- <u>0</u> 02	20° <u>1</u> 200 Kg/l.
Not Volatile <u>Matter</u> % +/- 2	<u>50</u> 825
Reactive Not vol. mat% +/- 2	
% Carbonium Org. Volatile	<u>2</u> 20
% React. Carb Org. Vol.	
COV	<u>4</u> 31
VX.....	PI>=23°C e Vx iso6 > 59 "



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0 . Stability and reactivity

Stable under the recommended storage and handling conditions (see section 7). In a fire hazardous decomposition products such a smoke, carbon monoxide, carbon dioxide, oxides of nitrogen; (only for LNB hydrogen cyanide, amines and alcohols may be produced). Keep away from oxidising agents and strongly alkaline and strongly acidic materials. Uncontrolled exothermic reactions occur with amines and alcohols. The product reacts slowly with water resulting in evolution of carbon dioxide. In closed containers, pressure build up could result in distortion, blowing and in extreme cases bursting of the container.

1 . Toxicological information

LD 50 (oral / rat) > 2000 mg/ Kg (all materials are greater than this limit)
Contact with skin : May cause irritation
Contact with eyes : May cause irritation
Ingestion : May cause irritation

2 . Ecological information

There is not data available on the product itself. The product should no be allowed to enter drains or water courses or be deposited where it can affect ground or surface waters.

3 . Disposal considerations

Do not allow into drains or water courses or dispose of where ground or surface waters may be affected. Wastes, including emptied containers are controlled wastes and should be disposed of in accordance with regulations made under Control of pollution Act and the Environmental Protection Act.



PN4B

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14. Transport information

Classification:

ADR N.C.

MMM NC

Imo Code:

UN n°: n.c

EMS: Non pericolosi

IATA

UN n°: n.c

15. Regulatory information

Dangerous symbol :

R-Phrases

S-Phrases

Keep out of the reach of children

Do not empty into drains

CONTAIN :

Dir 2004/42/CE

UE limit value for this product (Cat. A/d): 130 g/l

This product contain max 51 g/l of VOC

16 - Other information

The information contained in this safety data sheet does not constitute the user's own assessment of workplace risks as required by other health and safety legislation. The information contained in this safety data sheet is provided in accordance with the requirements of the Chemicals Regulatory.

The information contained in this safety data sheet is based on the present state of knowledge and current national legislation.

This safety data sheet is written in compliance with CE Regulation 1907/2006 (REACH).

List of phrases that could reported to point 3

R2 - Risk of explosion by shock, friction, fire
or other sources of ignition

R7 - May cause fire.

R8 - CONTACT WITH COMBUSTIBLE MATERIAL MAY CAUSE FIRE.



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- R10 - FLAMMABLE
- R11 - Highly flammable.
- R14 - Reacts violently with water
- R20/21 - Harmful by inhalation and in contact with skin
- R20/22 - Harmful by inhalation and if swallowed
- R20/21/22 - Harmful by inhalation, in contact with skin and if swallowed
- R21 - Harmful in contact with skin
- R22 - Harmful if swallowed
- R21/22 - Harmful in contact with skin and if swallowed
- R23 - Toxic by inhalation
- R23/24 - Toxic by inhalation and in contact with skin
- R23/25 - Toxic by inhalation and if swallowed
- R23/24/25 - Toxic by inhalation, in contact with skin and if swallowed
- R24 - Toxic in contact with skin.
- R25 - Toxic if swallowed
- R26 - Very toxic by inhalation
- R31 - Contact with acids liberates toxic gas
- R34 - Causes burns
- R35 - Causes severe burns
- R36 - Irritating to eyes
- R36/37 - Irritating to eyes and respiratory system
- R36/37/38 - Irritating to eyes, respiratory system and skin
- R37 - Irritating to respiratory system
- R37/38 - Irritating to respiratory system
- R38 - Irritating to skin
- R39/23/24/25 - Toxic: danger of very serious irreversible effects through inhalation, in contact with skin and if swallowed
- R40 - Limited evidence of a carcinogenic effect.
- R41 - Risk of serious damage to eyes.
- R42 - May cause sensitization by inhalation.
- R42/43 - May cause sensitization by inhalation and skin contact
- R43 - May cause sensitization by skin contact.
- R44 - Risk of explosion if heated under confinement.
- R48 - DANGER OF SERIOUS DAMAGE TO HEALTH BY PROLONGED EXPOSURE
- R48/20 - Harmful: danger of serious damage to health by prolonged exposure through inhalation
- Harmful: danger of serious damage to health by prolonged exposure if swallowed
- R48/23 - Toxic: danger of serious damage to health by prolonged exposure through inhalation
- R48/23/25 - Toxic: danger of serious damage to health by prolonged exposure through inhalation and if swallowed
- R50 - Very toxic to aquatic organisms
- R51 - Toxic to aquatic organisms
- R53 - May cause long-term adverse effects in the aquatic environment
- R50/53 - Very toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.
- R51/53 - Toxic to aquatic organisms, may cause long-term adverse



PN4B

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- effects in the aquatic environment
- R52/53 - Harmful to aquatic organisms, may cause long-term adverse effects in the aquatic environment
- R61 - May cause harm to the unborn child
- R62 - Possible risk of impaired fertility
- R63 - Possible risk of harm to the unborn child
- R65 - Harmful: may cause lung damage if swallowed.
- R66 - Repeated exposure may cause skin dryness or cracking
- R67 - Vapours may cause drowsiness and dizziness.
- R68 - Possible risk of irreversible effects

Printed 28/05/2010



Attachment E – 4: Abatron Wood Epoxy

 ABATRON, INC. <small>5501 – 95th Ave., Kenosha, WI 53144 U.S.A. (262) 653-2000 Fax (262) 653-2019 www.abatron.com e-mail: info@abatron.com 24 Hour Emergency No: (800) 424-9300</small>	Safety Data Sheet
---	--------------------------

SECTION 1: Product Identification

Product Name: WoodEpoxy A

Product Code: WE-A

Product Class: Filled Epoxy Compounds

Product Type: Adhesive Epoxy Paste

Manufacturer/Supplier: Abatron Incorporated
5501 95th Ave., Kenosha WI, 53144
Phone: 262-653-2000

Telephone: For 24 Hour Emergency Assistance
Call CHEMTREC (800) 424-9300

SECTION 2: Hazard Identification

Emergency Overview: Warning! Irritant. Light, white paste/putty with almost no odor. Material may cause skin irritation and prolonged contact may lead to skin sensitization and allergic skin reaction. Material may cause eye irritation. Vapors from heated material may cause upper respiratory tract irritation. Material may be harmful if ingested in large amounts.



Primary Routes of Entry: Eye and skin contact, breathing vapors.

Symptoms of Exposure

Eye Contact: Contact may cause eye irritation, redness and tearing. Elevated temperatures may generate sufficient vapor levels to cause eye irritation.

Skin Contact: Material is slightly irritating to skin and can lead to redness, dryness and increased skin sensitization. Exposure is not likely to result in absorption in harmful amounts.

Inhalation: Large amounts of vapor from heated material may cause upper respiratory tract irritation. Vapor irritation not likely a problem at room temperature.

Ingestion: Not harmful under normal conditions of use. Ingestion in large amounts may cause injury.

Effect of Over-exposure: Respiratory tract irritation and coughing. Pre-existing skin disorders may be aggravated by over-exposure.

Chronic and Other Health Effects: None known.

SECTION 3: Composition/Ingredient Information

Composition: Trade secret. Proprietary resin and filler mixture.

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SECTION 4: First-Aid Measures

Eye Contact: Immediately flush eyes with water for at least 15 minutes and check for and remove contacts. Hold eyelids apart to rinse entire eye surface. Seek medical attention if irritation persists. Continue washing if medical attention is not immediately available.

Skin Contact: Wipe off excess immediately and wash affected area with soap and water. Remove contaminated clothing or shoes and seek medical attention if irritation persists. Continue washing if irritation persists.

Inhalation: If inhaled, remove victim to fresh air and consult medical personnel immediately. If person is not breathing or breathing is irregular, provide oxygen with the aid of trained personnel only. If unconscious, place in recovery position and seek medical attention immediately.

Ingestion: Wash out mouth with small amounts of water and remove person to fresh air. Do not induce vomiting unless directed to do so by medical personnel. Seek medical attention immediately. If unconscious, place in recovery position. Never give anything by mouth to an unconscious person.

SECTION 5: Fire-Fighting Measures

Flash Point: >450 °F (>232 °C)
Method Used: ASTM D3278-96

Flammable Limits (STP In Air)
LFL: Not Deter. **UFL:** Not Deter.

Extinguishing Media: Alcohol-resistant foam, CO₂, and dry chemicals.

Specific Hazards and Procedures: Remove all persons from the vicinity. Burning material may generate large amounts of vapor and produce noxious and toxic fumes and gases.

Specific Fire Fighting Equipment: Firefighters should wear a Self-Contained Breathing Apparatus and personal protective clothing.

SECTION 6: Accidental Release Measures

Personal Protective Measures: Provide adequate ventilation and avoid all personnel contact. Wear adequate protective clothing. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Wear an appropriate respirator when ventilation is inadequate. Use appropriate safety equipment before taking any action.

Clean Up/Disposal Method: Remove container from spill area and scrape up material and place in appropriate waste disposal container. Remove residual resin with non-flammable solvent and flush contaminated area with hot water. Do not dump waste into any sewers, on the ground or into any body of water. Avoid dispersal of spilled material and runoff. All disposal methods must be compliant with all Federal, State, and local laws and regulations.

SECTION 7: Handling and Storage

Precautions: Do not get in eyes, on skin or on clothing. Avoid any forms of ingestion. Do not breathe vapor, mist or spray. Use only with good ventilation or use suitable respiratory protection. Wear suitable



protective clothing. Remove contaminated clothing and wash before reuse. Destroy contaminated leather. Wash thoroughly after handling. Do not eat or drink in areas where material is stored or in use. Wash hands and face before eating or drinking after using this product.

Storage Information: Store in tightly sealed, original container in a cool, dry place. Keep container sealed until use.

SECTION 8: Exposure Controls/Personal Protection

Occupational Exposure Limits:

OSHA	PEL/TWA	<u>None Available</u>
ACGIH	TLV/TWA	<u>None Available</u>

Engineering Controls: Good general mechanical ventilation and local exhaust are recommended. If user operations generate vapor, process enclosures or local exhaust may be necessary.

Personal Protective Equipment

Respiratory: If local exhaust ventilation is inadequate, use a properly fitted, air-purifying mask suitable to the level of anticipated exposure.

Skin Protection: Wear protective clothing suitable to the conditions of use. Clean, body-covering clothing and protective gloves should be worn at all times when handling the product.

Eye Protection: Use properly fitted safety glasses. If vapor exposure causes eye or respiratory tract discomfort, a full-face respirator may be necessary.

Other: Handle in accordance with good industrial hygiene and safety practice. Wash hands, forearms, and face thoroughly after using the material.

SECTION 9: Physical and Chemical Properties

Appearance: White, thixotropic paste

Odor Threshold: NA

Melting Point/Freezing Point: NA

Flash Point: >450 °F (>232 °C)

Flammability: NA

Vapor Pressure: NA

Specific Gravity: 0.45-0.49

% Volatile by Vol: <0.1

Decomposition Temperature: NA

Odor: Almost no odor

pH: NA

Boiling Point: NA

Evaporation Rate: NA

Explosive Limits: NA

Vapor Density (Air = 1): NA

Solubility In Water: None

Auto-Ignition Temp.: NA

Viscosity: NA

SECTION 10: Stability and Reactivity

Stability: Stable under normal conditions. Prolonged excessive heat may cause partial degradation.

Incompatibility: Avoid contact with strong oxidizing materials, strong acids and strong bases.

Hazardous Decomposition Products: Carbon oxides.

Hazardous Polymerization: Will not occur by itself, but masses of more than 3-5 lbs. of product plus an amine may cause an irreversible reaction with considerable heat buildup.



SECTION 11: Toxicological Information

Routes of Exposure: Skin contact, eye contact, vapor inhalation.

Primary Symptoms: Product is a mild eye and skin irritant and contact may lead to skin sensitization. Prolonged exposure can cause dryness and cracking of the skin. Heated material vapor can be irritating to the respiratory tract, and material may be harmful if swallowed or inhaled in large amounts.

Effects of Overexposure: Overexposure to vapors can cause dizziness, headaches and other central nervous system effects.

Acute Toxicity

Oral LD50 (Rat): > 2,000 mg/kg

Dermal LD50 (Rabbit): > 2,000 mg/kg

Carcinogenicity: This material is not listed or classified by the National Toxicology Program (NTP) Report on Carcinogens or the International Agency for Research on Cancer (IARC).

SECTION 12: Ecological Information

Ecotoxicity: No data is available on the product itself.

Persistence/Degradability: No data available.

Bioaccumulation: No data is available on the product itself.

Mobility in Soil: No data available.

Other Adverse Effects: No data available.

SECTION 13: Disposal Considerations

Disposal considerations apply only to the product as shipped in its original container.

Waste Disposal: The generation of waste should be avoided or minimized wherever possible. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional/local authority requirements. Avoid dispersal of material and runoff, and contact with soil, waterways, drains and sewers.

SECTION 14: Transportation Information

DOT/IATA:

Proper Shipping Name: Non-regulated

Hazardous Class: Non-regulated

ID Number: Non-regulated

Packing Group: Non-regulated

Marine Pollutant: No

Special Precautions: None



SECTION 15: Regulatory Information

HCS Classification: Irritating material, Sensitizing material

TSCA Status: All materials are either included on or exempt from the TSCA Inventory of Chemical Substance. This product does not contain any components subject to TSCA 12(b) export notification.

Other Regulations: This product contains no Extremely Hazardous Substances, EPCRA Sec 311, Appendix A and B, or chemicals listed in EPCRA Sec. 313, Table II.

SECTION 16: Other Information

Created: April 1, 2000

Last Updated: August 4, 2015

THE INFORMATION HEREIN IS GIVEN IN GOOD FAITH, BUT NO WARRANTY, EXPRESS OR IMPLIED, IS MADE.



ABATRON, INC.

5501 ~ 95th Ave., Kenosha, WI 53144 U.S.A.
(262) 653-2000 Fax (262) 653-2019
www.abatron.com e-mail: info@abatron.com
24 Hour Emergency No: (800) 424-9300

Safety Data Sheet

SECTION 1: Product Identification

Product Name: WoodEpoxy B

Product Code: WE-B

Product Class: Formulated epoxy co-reactant

Product Type: Epoxy Curing Agent Paste

Manufacturer/Supplier: Abatron Incorporated
5501 95th Ave., Kenosha WI, 53144
Phone: 262-653-2000

Telephone: For 24 Hour Emergency Assistance
Call CHEMTREC (800) 424-9300

SECTION 2: Hazard Identification

Emergency Overview: Warning! Irritant. Light, tan colored paste/putty with a slight ammonia odor. Material can cause skin irritation and prolonged contact may lead to skin sensitization and allergic skin reaction. Material may cause eye irritation. Vapors from heated material may cause upper respiratory tract irritation. Material may be harmful if ingested in large amounts.



Primary Routes of Entry: Eye and skin contact, breathing vapors.

Symptoms of Exposure

Eye Contact: Contact may cause eye irritation, redness and tearing. Elevated temperatures may generate sufficient vapor levels to cause eye irritation.

Skin Contact: Material is slightly irritating to skin and can lead to redness, dryness and increased skin sensitization. Exposure is not likely to result in absorption in harmful amounts.

Inhalation: Large amounts of vapor from heated material may cause upper respiratory tract irritation. Vapor irritation not likely a problem at room temperature.

Ingestion: Not harmful under normal conditions of use. Ingestion in large amounts may cause injury.

Effect of Over-exposure: Respiratory tract irritation and coughing. Pre-existing skin disorders may be aggravated by over-exposure.

Chronic and Other Health Effects: None known.

SECTION 3: Composition/Ingredient Information

Composition: Trade secret. Proprietary formulated amines and fillers.

SECTION 4: First-Aid Measures

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Eye Contact: Immediately flush eyes with water for at least 15 minutes and check for and remove contacts. Hold eyelids apart to rinse entire eye surface. Seek medical attention if irritation persists. Continue washing if medical attention is not immediately available.

Skin Contact: Wipe off excess immediately and wash affected area with soap and water. Remove contaminated clothing or shoes and seek medical attention if irritation persists. Continue washing if irritation persists.

Inhalation: If inhaled, remove victim to fresh air and consult medical personnel immediately. If person is not breathing or breathing is irregular, provide oxygen with the aid of trained personnel only. If unconscious, place in recovery position and seek medical attention immediately.

Ingestion: Wash out mouth with small amounts of water and remove person to fresh air. Do not induce vomiting unless directed to do so by medical personnel. Seek medical attention immediately. If unconscious, place in recovery position. Never give anything by mouth to an unconscious person.

SECTION 5: Fire-Fighting Measures

Flash Point: >450 °F (>232 °C)
Method Used: ASTM D3278-96

Flammable Limits (STP In Air)
LFL: Not Deter. **UFL:** Not Deter.

Extinguishing Media: Alcohol-resistant foam, CO₂, and dry chemicals.

Specific Hazards and Procedures: Remove all persons from the vicinity. Burning material may generate large amounts of vapor and produce noxious and toxic fumes and gases.

Specific Fire Fighting Equipment: Firefighters should wear a Self-Contained Breathing Apparatus and personal protective clothing.

SECTION 6: Accidental Release Measures

Personal Protective Measures: Provide adequate ventilation and avoid all personnel contact. Wear suitable protective clothing. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Wear an appropriate respirator when ventilation is inadequate. Use appropriate safety equipment before taking any action.

Clean Up/Disposal Method: Remove container from spill area and scrape up material and place in appropriate waste disposal container. Remove residual resin with non-flammable solvent and flush contaminated area with hot water. Do not dump waste into any sewers, on the ground or into any body of water. Avoid dispersal of spilled material and runoff. All disposal methods must be compliant with all Federal, State, and local laws and regulations.

SECTION 7: Handling and Storage

Precautions: Do not get in eyes, on skin or on clothing. Avoid any forms of ingestion. Do not breathe vapor, mist or spray. Use only with good ventilation or use suitable respiratory protection. Wear suitable protective clothing. Remove contaminated clothing and wash before reuse. Destroy contaminated



leather. Wash thoroughly after handling. Do not eat or drink in areas where material is stored or in use. Wash hands and face before eating or drinking after using this product.

Storage Information: Store in tightly sealed, original container in a cool, dry place. Keep container sealed until use.

SECTION 8: Exposure Controls/Personal Protection

Occupational Exposure Limits:

OSHA	PEL/TWA	None Available
ACGIH	TLV/TWA	None Available

Engineering Controls: Good general mechanical ventilation and local exhaust are recommended. If user operations generate vapor, process enclosures or local exhaust may be necessary.

Personal Protective Equipment

Respiratory: If local exhaust ventilation is inadequate, use a properly fitted, air-purifying mask suitable to the level of anticipated exposure.

Skin Protection: Wear protective clothing suitable to the conditions of use. Clean, body-covering clothing and protective gloves should be worn at all times when handling the product.

Eye Protection: Use properly fitted safety glasses. If vapor exposure causes eye or respiratory tract discomfort, a full-face respirator may be necessary.

Other: Handle in accordance with good industrial hygiene and safety practice. Wash hands, forearms, and face thoroughly after using the material.

SECTION 9: Physical and Chemical Properties

Appearance: Tan thixotropic paste

Odor Threshold: NA

Melting Point/Freezing Point: NA

Flash Point: >450 °F (>232 °C)

Flammability: NA

Vapor Pressure: NA

Specific Gravity: 0.38-0.42

% Volatile by Vol: <0.1

Decomposition Temperature: NA

Odor: Slight ammonia odor

pH: NA

Boiling Point: NA

Evaporation Rate: NA

Explosive Limits: NA

Vapor Density (Air = 1): NA

Solubility In Water: None

Auto-Ignition Temp.: NA

Viscosity: NA

SECTION 10: Stability and Reactivity

Stability: Stable under normal conditions. Prolonged excessive heat may cause partial degradation.

Incompatibility: Product slowly corrodes copper, aluminum, zinc and galvanized surfaces. Avoid contact with sodium hypochlorite, mineral acids, organic acids and any oxidizing agents. Reactions with peroxides may be violent with possibility of an explosion. Avoid nitrous acid and other nitrosating agents as contact with nitrogen containing materials can produce N-Nitrosamines.

Hazardous Decomposition Products: Carbon oxides, ammonia, nitrous oxides, nitric acid.



Hazardous Polymerization: Will not occur by itself, but masses of more than 3-5 lbs of product plus an epoxy resin may cause an irreversible reaction with considerable heat buildup.

SECTION 11: Toxicological Information

Routes of Exposure: Skin contact, eye contact, vapor inhalation.

Primary Symptoms: Product is a mild eye and skin irritant and contact may lead to skin sensitization. Prolonged exposure can cause dryness and cracking of the skin. Heated material vapor can be irritating to the respiratory tract, and material may be harmful if swallowed or inhaled in large amounts.

Effects of Overexposure: Overexposure to vapors can cause dizziness, headaches and other central nervous system effects. Pre-existing skin disorders may be aggravated by over-exposure.

Acute Toxicity

Oral LD50 (Rat): > 2,000 mg/kg

Dermal LD50 (Rabbit): > 2,000 mg/kg

Carcinogenicity: This material is not listed or classified by the National Toxicology Program (NTP) Report on Carcinogens or the International Agency for Research on Cancer (IARC).

SECTION 12: Ecological Information

Ecotoxicity: No data is available on the product itself.

Persistence/Degradability: No data available.

Bioaccumulation: No data is available on the product itself.

Mobility in Soil: No data available.

Other Adverse Effects: No data available.

SECTION 13: Disposal Considerations

Disposal considerations apply only to the product as shipped in its original container.

Waste Disposal: The generation of waste should be avoided or minimized wherever possible. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional/local authority requirements. Avoid dispersal of material and runoff, and contact with soil, waterways, drains and sewers.

SECTION 14: Transportation Information

DOT/IATA:

Proper Shipping Name:	Non-regulated
Hazardous Class:	Non-regulated
ID Number:	Non-regulated
Packing Group:	Non-regulated
Marine Pollutant:	No
Special Precautions:	None



SECTION 15: Regulatory Information

HCS Classification: Irritating material. Sensitizing material.

TSCA Status: All materials are either included on or exempt from the TSCA Inventory of Chemical Substance. This product does not contain any components subject to TSCA 12(b) export notification.

Other Regulations: This product contains no Extremely Hazardous Substances, EPCRA Sec 311, Appendix A and B, or chemicals listed in EPCRA Sec. 313, Table II.

SECTION 16: Other Information

Created: April 1, 2000

Last Updated: August 4, 2015

THE INFORMATION HEREIN IS GIVEN IN GOOD FAITH, BUT NO WARRANTY, EXPRESS OR IMPLIED, IS MADE.



Attachment E – 5: Titebond III

12/04/2017

Product-Printable View



Titebond III Ultimate Wood Glue

Titebond III Ultimate Wood Glue is the first one-part, water cleanup wood glue ever offered that is proven waterproof. The waterproof formula passes the ANSI/HPVA Type I water-resistance specification and offers superior bond strength, longer open assembly time and lower application temperature.

Titebond III is non-toxic, solvent free and cleans up with water - safer to use than traditional waterproof wood glues. It provides strong initial tack, sands easily without softening and is FDA approved for indirect food contact (cutting boards). The ultimate in wood glues - ideal for both interior and exterior applications.

Conforms to ASTM D-4236



Product Features

- Passes ANSI/HPVA Type I water-resistance
- Waterproof formula that cleans up with water
- Superior strength - Strong initial tack
- Designed for interior and exterior applications
- Longer open assembly time
- Lower application temperature
- Unaffected by finishes
- FDA approved for indirect food contact

Physical Properties

Type Advanced Proprietary Polymer

State Liquid

Color Tan

Dried Film Light brown

Solids 52%

Viscosity 4,200 cps

Storage Life 24 months in tightly closed containers below 75°F.

*Chalk temperature indicates the lowest recommended temperature at which the glue, air and materials can be during application, to assure a good bond.

Calculated VOE 9 g/L

Weight Per Gallon 9.22 lbs

Chalk Temperature * Approximately 45°F

Flashpoint > 200°F.

Freeze/thaw Stability Stable

pH 2.5

Bond Strength ASTM D-905 (On Hard Maple)

Temperature

Room Temperature

150°F Overnight

Strength

4,000 psi

800 psi

Wood Failure

57%

0%

<http://www.titebond.com/product-print.asp?prod=68641645-0ab3-4917-8a9c-b539707736af>

1/2



12/04/2017

Product-Printable View

Application Guidelines

Application Temperature Above 47°F.

Open Assembly Time 8-10 minutes (70°F./50%RH)

Total Assembly Time 20-25minutes (70°F./50%RH)

Minimum Required Spread Approximately 6 mils or 250 square feet per gallon

Required Clamping Pressure Enough to bring joints tightly together (generally, 100-150 psi for softwoods, 125-175 psi for medium woods and 175-250 psi for hardwoods)

Method of Application Plastic bottles for fine applications; glue may also be spread with a roller spreader or brush.

Cleanup Damp cloth while glue is wet. Scrape off and sand dried excess.

Limitations

Not for continuous submersion or for use below the waterline. Not for structural or load bearing applications. Use when temperature, glue and materials are above 45°F. Store product below 75°F. Storage above this temperature may cause product to thicken and reduce the usable shelf life. If thickened, shake vigorously by firmly tapping bottle on a hard surface until product is restored to original form. Because of variances in the surfaces of treated lumber, it is a good idea to test for adhesion. For best results gluing exterior doors or exotic and oily woods, please contact our Technical Support Team at 1-800-347-4583. Read MSDS before use. KEEP FROM FREEZING. KEEP OUT OF THE REACH OF CHILDREN.

Caution Statements

No caution information is needed. Please refer to the Safety Data Sheet for further information.

Ordering Information

Part No.	Size	Weight	UPC	Case UPC	Units Per Package
		Packages Per Pallet			
14109	2.15 Gallon PROJug	21.83	037083141092	037083141092	1
1411	1.25 Oz. Bottle	8.27	037083014112	10037083014119	50
1412	4 Oz. Bottle	4.17	037083014129	10037083014128	12
1413	8 Oz. Bottle	7.97	037083014136	10037083014133	12
1414	16 Oz. Bottle	15.30	037083014143	10037083014140	12
1415	Quart Bottle	15.68	037083014150	10037083014157	6
1416	Gallon Jug	19.59	037083014167	10037083014164	2
1417	5 Gallon Pail	49.12	037083014174		1
1418	55 Gallon Drum	548.29			1
18000	1.25 Oz. Bottle	4.44	037083014112	20037083014116	30

Important Notice: Our recommendations, if any, for the use of this product are based on tests believed to be reliable. Since the use of this product is beyond the control of the manufacturer, no guarantee or warranty, expressed or implied, is made as to such use or effects incidental to such use, handling or possession or the results to be obtained, whether in accordance with the directions or claimed so to be. The manufacturer expressly disclaims responsibility therefore. Furthermore, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing laws and/or patents covering any material or use.



2020 Bruck Street, Columbus, Ohio 43207
CUSTOMER SERVICE 1-800-669-4583
TECH SERVICE 1-800-347-4583
www.titlebond.com

Franklin International

<http://www.titlebond.com/production/mq1.aspx?id=e8d48b45-0ab3-4917-8a9c-b539707736af>



Attachment F: Elevation Drawings



Photo 1



Photo 2



Photo 3



Attachment G: General Photos and Detail



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Attachment G – 2: Other Details



Photo 1 Contractor shall remove and replace with new stainless steel frame, according to the construction drawings.



Photo 2 Contractor shall remove and replace with new stainless steel frame, according to the construction drawings. Banner will be removed and delivered to owner.



Photo 3 Prior to commencing work, the contractor shall remove all the plates, deliver it to the owner for storage and coordinate installation upon completion of the work.



***Photo 4** The contractor should consider painting and repairing, as necessary, wooden balconies and balusters*



***Photo 5** First floor bars on doors and windows are not part of this project*



***Photo 6** The contractor shall remove the “No Estacione” signs before performing the work. Upon completion, new “No Estacione” signs, including missing ones, must be installed.*



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Attachment G – 3- Restoration Details



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Attachment H: Contractor's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, Legal Issues, Ownership Structures, and Conflicts

FROM:

Name of Primary Contractor: _____

Primary Contractor Authorized Representative: _____

Mailing Address: _____

Contact Telephone: _____

In addition, the Contractor discloses the Identification of Officers, Directors, and Partners of proposing entities:

Name	Position	Proposing Entity	Address

The prospective primary Contractor certifies to the best of its knowledge and belief, that it and its Officers, Directors, and Partners of proposing entities:

(a) are in Good Standing with any and all Federal, State and local agencies that has or had a contractual relationship with the Contractor or any of its Officers, Directors, and Partners of proposing entity



- (b) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, and local department or agency;
- (c) have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; including PR Law No. 2 of January 4th, 2018 as amended
- (e) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (f) Contractor does not and will not have any actual, apparent and potential conflicts; overlapping ownership interests of Directorship in other participating Contractors' firms or entities; ownership interests or participation in a Design, Construction or Private Management Agent for any of the projects to be awarded for the services to be provided under this project.

Certified:

Primary Contractor's Name

Primary Contractor's Authorized Representative Signature (If Corporation, Signed and Sealed)

Date

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective Contractor must attach an explanation to this proposal.



Attachment H-1: Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized

Official Date



Attachment I: Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal (the “Principal”), and _____ as Surety (collectively with the Principal, the “Obligors”), are held and firmly bound unto the Puerto Rico Infrastructure Financing Authority, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, its successors and assigns, as Oblige (collectively, the “Obligee”), in the full and just amount of _____ Dollars (\$_____) for the payment in lawful money of the United States, of which sum well and truly to be made, the Obligors bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Proposal dated _____ for the

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal must, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Oblige for the faithful performance of the said contract, then this obligation must be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of its governing body.

[REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY]



Attest:

Proponent: _____
(Legal Name of Proponent)

By: _____
(Signature of Proponent's Authorized Representative)

[CORPORATE SEAL]

(Printed Name of Proponent's Authorized Representative)

(Title of Proponent's Authorized Representative)

Surety: _____
(Name of Surety)

By: _____
(Signature of Surety's Authorized Representative)

[CORPORATE SEAL]

(Name of Surety's Authorized Representative)

(Title of Surety's Authorized Representative)



Attachment J: Payment and Performance Bonds

Contractor must furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract Price in favor of the Authority as security for the faithful performance of all of Supplier's obligations under the Contract Documents. This bond must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the contract, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Supplier must furnish the original of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative. All bonds must be issued only by insurance companies duly licensed and authorized to do business in Puerto Rico.

Contractor must furnish a Payment Bond in the amount of one hundred percent (100%) of the Contract Price in favor of the Authority as security for the payment of all Suppliers' obligations under the Contract Documents. This bond must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the contract, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Supplier must furnish the original of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative. All bonds must be issued only by insurance companies duly licensed and authorized to do business in Puerto Rico.

Contractor must furnish a separate and additional Salaries Bond in an amount equal to twenty percent (20%) of the Contract Price, payable to the Secretary of Labor of the Commonwealth of Puerto Rico to guarantee payment to laborers and employees of Supplier as required by Act No. 111, approved June 22, 1961.

All bonds submitted by the Contractor must be accompanied with the following documents:

Power of Attorney in Fact;

Acknowledgement of Surety;

Copy of license issued by the Office of the Insurance Commissioner or P.R.; Contractor will be issued official forms for all bonds by SHPO.

All bonds and insurance required by the Contract Documents to be purchased and maintained by the Contractor must be obtained from surety or insurance companies that are duly licensed or authorized in the Commonwealth of Puerto Rico to issue bonds or insurance policies for the limits and coverages required.

The Contractor must furnish payment certification and original certificates of insurance for all policies, signed by an authorized representative of insurer, showing all required coverage.



Attachment K: Uniform General Conditions for Public Works Contracts in PR

Access to the full document is given through the following link:

<http://app.estado.gobierno.pr/ReglamentosOnLine/Reglamentos/7998.pdf>

9.5 Liquidated Damages

9.5.1. Unless otherwise specified in the Contract Documents should the Contractor or, the Surety in case of Termination for Cause, fail to complete all the Work within the time specified in the Contract or as extended by the written authorization of the Owner, a deduction of the amount stipulated herein will be made for each and every calendar day that the Work is not completed after the expiration of the time limit to execute the Work described in Article 9.1.4:



UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Price		Daily Charge
From More Than	To and Including	
\$ 0.00	\$ 99,999.99	\$ 300.00
\$ 100,000.00	\$ 499,999.99	\$ 400.00
\$ 500,000.00	\$ 999,999.99	\$ 800.00
\$ 1,000,000.00	\$ 1,999,999.99	\$1,000.00
\$ 2,000,000.00	\$ 4,999,999.99	\$2,000.00
\$ 5,000,000.00	\$ 9,999,999.99	\$ 3,000.00
\$ 10,000,000.00	\$19,999,999.99	\$4,000.00
\$ 20,000,000.00	\$29,999,999.99	\$5,000.00
\$ 30,000,000.00	\$39,999,999.99	\$6,000.00
\$ 40,000,000.00	\$49,999,999.99	\$7,000.00
Over \$50,000,000.00	Unlimited	\$8,000.00 or as otherwise indicated in the Special Conditions

9.5.2. This amount will be deducted from any money due or that may become due the Contractor or his Surety by Owner.

9.5.3. The Original Contract Price in the above schedule of Liquidated Damages for unit price projects refers to the total original contract amount including all the units in a multi-unit contract. Liquidated damages will be applied on multi-unit contracts based on the daily charges applicable to the total original contract amount.

9.5.4. The amount stipulated in Article 9.5.1, or otherwise if otherwise specified in the Contract Document as the case may be, shall be considered and treated not as a penalty, but as a total, fixed, and agreed upon liquidated damages due the Owner by the Contractor or, by the Surety in case of Termination for Cause, for and including but not limited to, public inconvenience, obstruction to traffic, interference with and/or loss of business, increase of engineering, inspection and administrative cost to the Owner; and other costs and expenses which have caused an expenditure of public funds, resulting from the Contractor's, or in case of Termination for Cause of the Surety's, failure to complete the work within the time specified in the Contract.

9.5.5. Permitting the Contractor to continue and finish the Work or any part thereof after expiration of the time limit for Substantial Completion described in Article 9.1.4 shall in no way operate as a waiver of any right or remedy available to Owner under this Contract or at law.



Attachment L: Contractor Certification Requirement

The following certification shall be provided to the Oversight Board by each contractor under contracts submitted for review:

1. The contractor's subcontractor(s) in connection with the contract⁴ is (are) the following:
2. Neither the contractor nor any of its owners⁵, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

(Name of individual or firm, including names of principals or owners of the latter)
(Principal terms and conditions of the compensation sharing arrangement)

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract.

The above certifications shall be signed by the Chief Executive Officer (or other officer with equivalent position or authority to issue such certifications) of the contractor.

In the event that a contractor is not able to provide any of the above certifications, such contractor shall provide a written statement setting forth the reasons therefor.

⁴ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

⁵ For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.