

**14-22-SS**

Shelton State Community College will receive sealed bids in its Purchasing Office until **March 30, 2022, at 2:00 p.m.** for the items described in the bid invitation. Bids will be publicly opened and read aloud on the Martin Campus in room 1720.

Shelton State Community College continues to monitor the COVID-19/Coronavirus outbreak, and the health and safety of students, faculty, staff, and community members remain the College's top priority.

Submit bid proposal to the following:

Bid Number **14-22-SS**
Attention DeLane Bailey
 Shelton State Community College
 9500 Old Greensboro Road
 Tuscaloosa, AL 35405

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"No Bid" responses are requested.

1. "All bids shall be sealed when received." (Alabama Code § 41-16-54) Bids delivered by the vendor, United States Postal Service, Federal Express, UPS, or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location. The bid should be addressed to the following:

DeLane Bailey, Associate Dean of Business Services
Shelton State Community College
9500 Old Greensboro Road
Tuscaloosa, AL 35405

2. Bids must be received prior to the bid opening date and time. Late bids will not be considered.
3. All information shall be entered in ink, typewritten, or computer generated in the appropriate space(s) on the form(s). An authorized company representative must sign the bid in ink.
4. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.
5. Shelton State Community College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institution. Bids will be awarded in a manner which appears to be in the best interest of Shelton State Community College. Awards may be issued to multiple bidders.
6. This proposal is to be made without connection to any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
8. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
9. The responsibility of determining the acceptability of any products offered rests solely with Shelton State Community College.
10. The successful bidder will be required to submit a copy of general liability (umbrella) insurance. The copy must show amount limits for automobile, workers' compensation, etc. (applicable for the delivery of materials, supplies, etc.)
11. The bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
12. The successful bidder must provide a copy of current state, county, or city business license, general contractor's license, or applicable license as required by law.
13. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation, and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation, and set-up as requested in the bid.

14. All bidders are required to complete a Disclosure Statement. Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the state of Alabama in excess of \$5,000. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to Shelton State Community College.
15. The successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. The Alabama Immigration Law Compliance Documents are included in the bid proposal. The successful bidder must comply with Alabama Act 2011-535 and agrees to submit a notarized *Affidavit of Alabama Immigration Law Compliance* as well as an *E-Verify Memorandum of Understanding (E-Verify can be found at www.uscis.gov)*. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
16. All bids must be notarized.
17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to DeLane Bailey, Associate Dean of Business Services, Shelton State Community College, 9500 Old Greensboro Road, Tuscaloosa, AL 35405, at least seven (7) days prior to bid opening. Questions can also be submitted via email to dbailey@sheltonstate.edu. Answers to such requests will be given to all recorded bidders.
18. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified. References in the specifications to name brands, catalogue numbers, etc., are for identification purposes only and are in no way intended to eliminate or discourage the offering of substitute items which equal the specifications.
19. Bid prices are to remain in effect from award date, **March 30, 2022 through March 30, 2023**.
20. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. Shelton State Community College and the vendor must agree in writing for the contract extension.
21. Shelton State Community College may cancel this agreement at any time with 30 days written notice.
22. Payment shall be contingent upon Shelton State Community College's inspection of and satisfaction with completed work or materials.
23. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to Shelton State Community College's satisfaction by the successful bidder at no additional charge. No payments on partial shipments will be made until all items have been received in good condition.

24. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
25. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.
26. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Shelton State Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Shelton State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court which are situated in and/or covering Tuscaloosa County, Alabama.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
28. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
29. As an entity of the State of Alabama, the parties recognize and agree that Shelton State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
30. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
31. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
32. Shelton State Community College reserves the right to purchase according to availability of funds.
33. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
34. Shelton State Community College will not accept prepay terms for the items and services in this bid.
35. Quantities listed on the specifications sheet are believed to be correct. However, Shelton State Community College reserves the right to alter or vary the quantities for a period of ninety (90) days from the bid opening.

36. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
37. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
38. This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.
39. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

NONRESIDENT BIDDER INFORMATION

41-16-57

(b) The awarding authority in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, school board, city council or city councilmen, or other public official, state board, or state agency charged with the letting of contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility may specify the use of materials or systems by a sole source, unless:

(1) The governmental body can document to the satisfaction of the State of Alabama Building Commission that the sole source product or service is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.

(2) The sole source specification has been recommended by the architect or engineer of record and who also documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.

(3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

BID PROPOSAL FORM

Proposal of _____
(Company Name)

of _____
(City and State)

Hereinafter, called "Bidder," a corporation, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as:

TO: Shelton State Community College
9500 Old Greensboro Rd.
Tuscaloosa, AL 35405
Attn: DeLane Bailey

BID PRICE \$ _____

FEDERAL IDENTIFICATION # _____

**14-22-SS
BID CERTIFICATE**

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Firm or Company Name

Address

City, State and Zip Code

Telephone Number Fax Number

Email Address

Name of Company Representative
(Please Print)

Signature of Company Representative

BID CERTIFICATE MUST BE NOTARIZED

Sworn and subscribed before me this the _____ day of _____, 20____.

Notary Public

Date my Commission Expires





State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

THIS VENDOR CERTIFICATION FORM HAS TO BE COMPLETED AND RETURNED IN ORDER TO MEET SPECIFICATIONS OF BID.

**VENDOR CERTIFICATION BY
ALABAMA DEPARTMENT OF REVENUE**

GENERAL INFORMATION:

Shelton State Community College considers all vendors to be valuable assets in fulfilling its education, health, research, and service missions. As such, vendors should conduct their business openly, fairly, and honestly. All vendors are expected to fulfill their contractual commitments to the College in terms of cost, delivery, and quality of products and services. The College procurement contracts are a matter of public record, and they are based upon formal competitive bids or good faith negotiations between the College and the vendor. Failure to fulfill contractual commitments can jeopardize a company's status as an acceptable College vendor.

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

Certification Pursuant to Act No. 2006-557

Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

COMPANY NAME

SIGNATURE OF RESPONSIBLE PARTY

PRINT: NAME, TITLE

DATE

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services:

Certification Pursuant to Minority-Owned Business

Alabama law (Section 25-10-3, Code of Alabama 1975) provides a definition of minority-owned businesses. Bidder from a business within the state that is a woman-owned enterprise, an enterprise of small business, as defined in Section 25-10-3, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise shall acknowledge this status by signing this certification.

COMPANY NAME

SIGNATURE OF RESPONSIBLE PARTY

PRINT: NAME, TITLE

DATE

AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (9a) and (b), this Affidavit of Alabama Immigration Law Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by Shelton State Community College to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from Shelton State Community College. Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Law Compliance obligations.

State of Alabama:

County of _____:

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor of Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Law Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and have affixed below said Contractor or Grantee's E-Verify Employment Eligibility Verification User Identification Number confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

E-Verify Employment Eligibility Verification User Identification Number

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2____.

I certify that the affiant if known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

TO BE RETURNED TO SHELTON STATE COMMUNITY COLLEGE

ATTACHMENT

**14-22-SS
SUMMARY SHEET**

VENDOR	BID PRICE

Scope of work

This memo is regarding requesting bids for One (1 Painting and sealing Exterior Building on Fredd Campus

This request to bid is for the purpose of painting all the exterior buildings please break down bid prices per building. Building numbers are as follows 100,200,300,400,500,600,700. Most work may have to be performed weekends and after hours.

This bid will consist of the following scope of work with contractor providing all labor, equipment, materials, needed to complete the project.

1. All buildings will need to be power washed and cleaned.
2. All buildings will need to be caulked (sealed) as needed
3. All buildings may need to be primed if peeling occurs during cleaning and pressure washing.
4. Finished products needs to be two coats
5. The surfaces to be painted in this scope includes eifs and bricks and all exterior surfaces of the buildings they are currently painted including all doors and trim!
6. The material spec we request is attached and prefer or its Equivalent!

IT IS THE OWNER'S INTENT THAT THIS PROJECT BE TURN-KEY AS OUTLINED IN THE SCOPE OF WORK (ATTACHED).

NOTE: BIDDERS WILL BE RESPONSIBLE FOR ITEMS UNLISTED IN THE FORMAL WRITTEN SPECIFICATIONS TO PERFORM THE WORK REQUIRED AS OUTLINE IN THE SCOPE (I.E. MATERIALS, SUPPLIES, PARTS, ET AL). A SITE VISIT IS NOT REQUIRED, BUT IS RECOMMENDED TO BETTER FAMILIARIZE BIDDING PARTIES WITH THE FACILITY AND SCOPE OF WORK.

Architectural Coatings

PERMA-CRETE PITT-FLEX® Elastomeric Coating - Smooth

GENERAL DESCRIPTION

PERMA-CRETE PITT-FLEX Elastomeric is specifically designed for above grade, masonry substrates that require the ultimate match of flexibility and durability. The new and improved formula offers exceptional dirt resistance, alkali resistance for application to fresh concrete at 7 days and a pH <13 and application down to 35°F. The 100% acrylic high build formula bridges cracks and masks surface imperfections. **PERMA-CRETE** elastomeric protects against wind driven rain. **PERMA-CRETE** elastomeric is ideal for use on a variety of exterior masonry projects including high-rise apartments and condominiums, warehouses, hospitals, schools, hotels and commercial and residential structures.

RECOMMENDED SUBSTRATES

Brick	Fiber Cement Siding	Tilt-Up
Concrete	Masonry	
Concrete Block (CMU)	Stucco	

CONFORMANCE STANDARDS

VOC compliant in all regulated areas
MPI approved in category 113

TINTING AND BASE INFORMATION

4-110XI	White & Pastel Base
4-140XI	Ultra Deep Base*

*Must be tinted before use.

Refer to color formula book, computer color matching system, or automatic tinting equipment for color formulas and tinting instructions.

FEATURES AND BENEFITS

Features

- Exceptional dirt resistance
- Excellent flexibility and durability
- Resists Wind Driven Rain
- High Build
- Tensile Strength
- Mildew resistant coating
- UV resistance
- Alkali Resistance
- Application down to 35°F (2°C)
- Low VOC, <50g/L
- MPI #113 approval

Benefits

- Stays clean
- Resists cracking and peeling due to movement of the substrate
- Water resistance requires 2 coats of a pinhole free film
- Provides more protection in fewer coats
- Film integrity is maintained when expansion and contraction occurs
- Mildew and fungal growth resistance on the paint film
- Looks new
- Can apply to fresh concrete at 7 days and a pH less than 13
- Extends painting season
- Meets the most stringent VOC regulations
- Meets strict performance and aesthetic requirements

PERFORMANCE DATA

Property	Test Method	Results
Resistance to Wind Driven Rain	ASTM D6904-03	Passes: 1 ct 4-603 <i>Perma-Crete</i> Primer @ 3-4 mils WFT & 1 ct of <i>Perma-Crete</i> Elastomeric 4-110XI @ 14-16 WFT Passes: 1 ct 4-100XI <i>Perma-Crete</i> Block Filler @ 16-18 mils WFT & 1 ct of <i>Perma-Crete</i> Elastomeric 4-110XI @ 14-16 WFT Passes: 2 cts <i>Perma-Crete</i> Elastomeric 4-110XI @ 14-16 WFT per ct
Elongation	ASTM D2370	340%
Tensile Strength	ASTM D2370	300 psi
Flexibility	ASTM D522, Method B	Passes
Mildew Resistance	ASTM D5590	No growth
Water Vapor Permeance	ASTM D1653	33 perms @ 6.2 mils DFT (1 ct) 21 perms @ 12 mils DFT (2 cts)

Read Label and Safety Data Sheet Prior to Use. See other cautions on last page.

PRODUCT DATA

PRODUCT TYPE: 100% Acrylic
SHEEN: Flat
VOLUME SOLIDS*: 45% +/- 2%
WEIGHT SOLIDS*: 59% +/- 2%
WEIGHT/GALLON*: 11.0 lbs. (5.0 kg) +/- 0.2 lbs. (91 g)
VOC: <50 g/L (0.4 lbs./gal.)
 *Product data calculated on product 4-110XI

COVERAGE: 100 to 135 sq. ft. (9.3 to 12.5 sq. m) per US gal. (3.78L)

Wet Film Thickness: 12 mils to 16 mils
Wet Microns: 305 to 406
Dry Film Thickness: 5.4 mils to 7.2 mils
Dry Microns: 137 to 183

Coverage figures do not include loss due to surface irregularities and porosity or material loss due to application method or mixing.

DRYING TIME: Dry time @ 77°F (25°C): 50% relative humidity,

To Touch: 1 hour
 To Recoat: 24 hours

Drying times listed may vary depending on temperature, humidity, film build, color, and air movement.

CLEANUP: Clean tools and hands immediately with warm, soapy water.

DISPOSAL: Contact your local environmental regulatory agency for guidance on disposal of unused product. Do not pour down a drain or storm sewer.

FLASH POINT: Over 200°F (93°C)

GENERAL SURFACE PREPARATION

Surfaces to be coated must be dry, clean, sound, and free from all contamination including loose and peeling paint, dirt, grease, oil, wax, concrete curing agents and bond breakers, chalk, efflorescence, mildew, rust, product fines, and dust. Remove loose paint, chalk, and efflorescence by wire brushing, scraping, sanding, and/or pressure washing. Putty all nail holes and caulk all cracks and open seams. Sand all glossy, rough, and patched surfaces. Feather back all rough edges to sound surface by sanding. When applied to an uncoated substrate, two coats are required, with the first coat acting as the primer. After cleaning, chalky and porous masonry surfaces may be primed with PERMA-CRETE Exterior Masonry Surface Sealer 4-808 (Clear) or 4-809 (Pigmented). Tilt up concrete surfaces may be primed with one coat of PERMA-CRETE High Build Acrylic Primer 4-2 or one coat of PERMA-CRETE Interior/Exterior Acrylic Latex Alkali Resistant Primer 4-603.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust or fumes. LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead 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 USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead. In Canada contact a regional Health Canada office. Follow these instructions to control exposure other hazardous substances that may be released during surface preparation.

BRICK: New brick and mortar should cure for at least 7 days and preferably 30 days prior to painting. The pH of the substrate must be less than 13. Painting glazed brick is not recommended due to potential adhesion problems.

CONCRETE and MASONRY: New concrete should cure for at least 7 days and preferably 30 days prior to painting. The pH of the substrate must be less than 13.

CONCRETE/MASONRY BLOCK: Mortar should cure for at least 7 days and preferably 30 days prior to painting. Surfaces previously coated with water thinned cement-based paint must be prepared with extra care. If the material appears to be adhering tightly, a masonry sealer may be applied to seal the surface. Check adhesion by applying a piece of masking tape. If the sealer peels off and has loose particles, remove all chalking or crumbling material, re-seal and re-check adhesion.

FIBER CEMENT: Fiber cement siding and trim may present potential adhesion, alkali burn, and efflorescence problems. New board should be aged for at least 30 days prior to priming and painting. The pH of the substrate must be less than 13 and the moisture content must be less than 12% prior to priming and topcoating. All cracks and opens seams should be caulked to prevent water penetration. Preprimed board from the manufacturer may not be uniformly or completely sealed. It is recommended that an alkali resistant primer be applied to ensure complete and uniform sealing prior to topcoating.

STUCCO: New stucco should cure for at least 7 days and preferably 30 days prior to painting. The pH of the substrate must be less than 13. Surface chalk from the curing or aging process should be removed then sealed with an appropriate sealer to rebind and restore the surface to a sound condition.

TILT-UP or PRE-CAST CONCRETE: New tilt-up or pre-cast should cure for at least 30 days and preferably 90 days prior to priming and painting. The pH of the substrate must be less than 13 before priming with an alkali resistant primer. Moisture content should be less than 12% prior to priming and topcoating. All bond breakers, release agents, and admix plasticizers must be removed to prevent adhesion problems. Bond breakers and similar surface contaminants should be removed as directed by the tilt-up manufacturer which can include specific cleaners, powerwashing, and/or surface profiling by mechanical methods. Surface chalk from the curing or aging process should be removed then sealed with an appropriate sealer to rebind and restore the surface to a sound condition. Additional surface preparation guidelines can be found by referring to Technical Bulletin AF-2008-8 Guide on Painting Tilt-Up Concrete. Information or a copy of the bulletin can be obtained by calling 1-800-441-9695.

RECOMMENDED PRIMERS

PACKAGING

Product is self-priming in most applications, but other primers that can be used are:	5-Gallon (18.9 L)
Brick	4-808, 4-809, 4-898, 4-2, 4-503, 4-603, 17-921
Concrete Block (CMU)	4-100XI, 4-2, 4-503, 4-603, 17-921
Concrete/Masonry	4-808, 4-809, 4-898, 4-2, 4-503, 4-603, 17-921
Fiber Cement Siding	4-503, 4-603, 4-2, 17-921
Stucco	4-808, 4-809, 4-898, 4-2, 4-503, 4-603, 17-921
Tilt-Up/Precast Concrete	4-2, 4-603, 17-921

Architectural Coatings

PERMA-CRETE PITT-FLEX Elastomeric Coating - Smooth

LIMITATIONS OF USE

Apply only when air and surface temperatures are above 35°F (2°C) and surface is at least 5°F (3°C) above the dew point. Air and surface temperatures must remain above 35°F (2°C) for the next 24 hours. For optimum application properties, bring material to at least 50°F (10°C) prior to application. Surface pH limitation is 7-13. Avoid exterior application late in the day when dew and condensation are likely to form or if rain or snow is expected. Not recommended for use on surfaces demonstrating hydrostatic or high vapor pressure or for immersion service. Do not use on floors. Always back roll the surface when applied by spray to achieve a pinhole free film.

PROTECT FROM FREEZING. USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN.

While this product provides a mildew resistant coating, growth may still occur if the substrate is not properly prepared prior to painting and/or if the substrate is consistently exposed to conditions conducive to mold, mildew, and algae.

APPLICATION INFORMATION

Stir thoroughly before use. Read all label and Safety Data Sheet (SDS) information prior to use. SDS are available through our web site or by calling 1-800-441-9695.

Application Equipment: Apply with a high quality brush, roller, paintpad or by spray equipment. Apply by brush to small areas only. When applying by roller, the final passes should be completed in a downward direction to ensure a uniform appearance. Maintain a wet edge for sheen uniformity.

Airless Spray: Minimum requirements: Pressure 2000-2800 psi, tip 0.019" - 0.027", flow rate 1.5 gal/minute. Spray equipment must be handled with due care and in accordance with manufacturer's recommendations. High pressure injection of coatings into the skin by airless equipment may cause serious injury.

Brush: High Quality Polyester/Nylon Brush

Roller: 3/4" - 1" nap synthetic roller cover

Thinning: Do not thin.

Permissible temperatures during application:

Material:	35 to 100°F	2 to 38°C
Ambient:	35 to 100°F	2 to 38°C
Substrate:	35 to 100°F	2 to 38°C

PRECAUTIONS

WARNING! HARMFUL IF SWALLOWED. Sanding and grinding dusts may be harmful if inhaled. Do not swallow. Keep container tightly closed and sealed until ready for use. Wash thoroughly after handling. Provide fresh air ventilation during and after application and drying. Avoid the inhalation of dust, particulates, spray or mist arising from the application of this preparation. Use personal protective equipment as required. **Note: These warnings encompass the product series. Prior to use, read and follow product-specific SDS and label information.** **FIRST AID:** If swallowed, rinse mouth with water (only if the person is conscious). Call physician immediately. Do not induce vomiting unless directed to do so by medical personnel. If in eyes, rinse with water for 15 minutes. Check for and remove any contact lenses. If on skin, rinse well with water. Wash with soap and water. Get medical attention if irritation develops. If inhaled, remove to fresh air. If experiencing respiratory symptoms call a POISON CENTER or doctor/physician. Keep out of the reach of children. For workplace use, an SDS is available from your retailer or by calling (412) 492-5555. EMERGENCY SPILL INFORMATION: (412) 434-4515 (U.S.).

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4-110XI - 6/2017

Made in the
USA



Architectural Coatings

PPG Top Gun 400 Elastomeric Acrylic Urethane Sealant

Interior/Exterior

PRODUCT DESCRIPTION

Top Gun 400 Elastomeric Acrylic Urethane Sealant is made with Kevlar® for exceptional strength and durability. This premium technology has superior adhesion to most building substrates with greater than 800% elongation. It is an internally plasticized sealant that reduces dirt pickup, eliminates yellowing and shiners. It forms a permanently flexible, airtight, water-resistant seal offering exceptional protection from environmental conditions. Effective on wood, drywall, plastic, metal, brick, masonry, stucco/EIFS, marble, glass, porcelain and ceramic tile.

RECOMMENDED USES

Crown Molding
Windows and Doors
Baseboards
Pipes and Vents
Siding and Trim
Sinks and Counters
Expansion and Control Joints up to 2" x ½"

FEATURES & BENEFITS

Lifetime Limited Warranty
Super Adhesion
Permanent Flexibility
Internally Plasticized
Excellent Paintability
Interior/Exterior
Cured Caulk is Mildew Resistant
Exceeds ASTM C920, Class 25

PRODUCT INFORMATION

SAP	SKU	Product Description	Size
374866	1418/EA	Top Gun 400 Elastomeric Acrylic Urethane Sealant White	10.1 OZ
390999	1418B/EA	Top Gun 400 Elastomeric Acrylic Urethane Sealant Black	10.1 OZ
374873	1418C/EA	Top Gun 400 Elastomeric Acrylic Urethane Sealant Clear	10.1 OZ
416987	1418D/EA	Top Gun 400 Elastomeric Acrylic Urethane Sealant Bronze	10.1 OZ
379569	1418S/EA	Top Gun 400 Elastomeric Acrylic Urethane Sealant Stone	10.1 OZ
761099	1418-SP/EA	Top Gun 400 Elastomeric Acrylic Urethane Sealant White	20 OZ

LIMITATIONS OF USE

Do not apply when rain is expected on exterior applications within 8 hours.
Not recommended for applications below grade or where water may stand, or for traffic bearing surfaces.
For deep cracks, always use closed-cell backer-rod. Use backer rod in cracks larger than ½" x ½."
Not for food contact surfaces.
NOTE: Painting the sealant before the recommended dry time may result in cracking.
PROTECT FROM FREEZING.



Read Label and Safety Data Sheet prior to use. See other cautions on last page.

PRODUCT TECHNICAL DATA

Specifications		White	Clear	Colors
ASTM C920, Type-S, NS, Class 25, Use NT, G, A, M & O		YES	YES	YES
Federal Spec TT-S-00230C, Type II, Class A requirements		YES	YES	YES
AAMA 808.3		YES	YES	YES
ASTM C834, Type-OP, NS, Grade -18°C requirements		YES	YES	YES
Typical Uncured Physical Properties	Test Method	Value	Value	Value
Base		Acrylic Latex	Acrylic Latex	Acrylic Latex
Urethane Modification		YES	YES	YES
Consistency		Smooth & Creamy	Smooth & Creamy	Smooth & Creamy
Odor		Slight Acrylic	Slight Acrylic	Slight Acrylic
Density		9.7 ± 0.10 lbs./gal.	8.8 ± 0.10 lbs./gal.	9.7 ± 0.10 lbs./gal.
Application Temperature Range		40°F to 100°F	40°F to 100°F	40°F to 100°F
Paint Ready Time		4-6 Hours	6-8 Hours	4-6 Hours
Full Cure Time (based on 3/16 inch bead size)		24-72 Hours	48-96 Hours	24-72 Hours
Water Ready Time		1 Hours	24-72 Hours	1 Hours
% Solids by Weight	ASTM C1250	70.0 ± 4%	62.5 ± 2.5%	70.0 ± 4%
Slump (sag)	ASTM C693	Passed	Passed	Passed
Tack Free Time	ASTM C697	<30 min	<40 min	<30 min
Freeze-Thaw Stability	ASTM C731	Passed / 5 Cycles at	Passed / 5 Cycles at	Passed / 5 Cycles at
VOC (excluding water & exempt compounds)		<50.0 g/L	<50.0 g/L	<50.0 g/L
CARB Non-Chem Curing (n-a) VOC		<1.5 wt.%	<1.5 wt.%	<1.5 wt.%
Typical Cured Physical Properties	Test Method	Value	Value	Value
Service Temperature		-40°F to 140°F	-40°F to 140°F	-40°F to 140°F
Paintable		Latex & Oil Based	Latex & Oil Based	Latex & Oil Based
Coverage (3/16" bead)		54 Lin. Ft.	54 Lin. Ft.	54 Lin. Ft.
Clean-up		Water and Soap	Water and Soap	Water and Soap
Joint Movement Capability	ASTM C719	± 25% 50% total	± 25% 50% total	± 25% 50% total
Tensile Elongation	ASTM D412	152 pli / 892%	85 pli / 900%	152 pli / 892%
Artificial Weathering	ASTM C793	Passed	Passed	Passed
Cracking & Chalking	ASTM C792	None - Passed	None - Passed	None - Passed
Peel Adhesion (Dry/Wet)	ASTM C794	> 25 pli / 15-25 pli	>25 pli / 15-25 pli	> 25 pli / 15-25 pli
Stain / Color Change	ASTM C510	Passed	Passed	Passed
Hardness (Shore A)	ASTM C661	17	15	17
Shelf Life (from manufacture date)		24 Months	24 Months	24 Months

GENERAL SURFACE PREPARATION

Where applicable, remove old sealant or caulking. Thoroughly dry the joints or surfaces, where the *Top Gun 400* will be applied. Remove all dirt, dust, oil, mildew, loose paint or other contaminants. Bare surfaces should be primed before caulking.

WARNING: If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. Contact the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

DIRECTIONS FOR USE

USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN. Read all label and Safety Data Sheet (SDS) information prior to use. SDS are available through our web site or by calling 1-800-441-9695.

Permissible temperatures during application:

Temperature Range: Air and surface
40°F to 100°F (4°C to 38°C)
Optimum product temperature
60°F to 80°F (16°C to 27°C)

Dew Point: Surface must be at least 5°F (3°C) above the dew point.

Application Information: Install backer-rod uniformly into deep cracks to control sealant depth. For cracks up to 2 inch wide, set the backer-rod from 1/4 to 1/2 inch deep. Bond breaker tape may be used for joints not deep enough for backer-rod.

Cut nozzle at a 45° angle.

Fill joints and cracks by holding the nozzle in the opening and filling completely from the bottom up. Cured bead should be between 1/8" and 1/2". Smooth immediately with a damp sponge or towel, or other tool as required.

Remove excess material with a wet cloth.

Dry excess sealant may be cut away.

Disposal: Contact your local environmental regulatory agency for guidance on disposal of unused product.

PRECAUTIONS

WARNING! HARMFUL IF INHALED. HARMFUL IF SWALLOWED. CAUSES RESPIRATORY TRACT AND EYE IRRITATION. Sanding and grinding dusts may be harmful if inhaled. Inhalation of high concentrations of vapor may affect the central nervous system. Repeated exposure to high vapor concentrations may cause irritation of the respiratory system and permanent brain and nervous system damage. High vapor concentrations can cause headaches, dizziness, drowsiness and nausea and may lead to unconsciousness. This product contains crystalline silica which can cause lung cancer or silicosis. The risk of cancer depends on the duration and level of exposure to dust from sanding surfaces or mist from spray applications. Do not breathe vapor. Do not swallow. Do not get on skin or clothing. Avoid contact with eyes. Keep container tightly closed and sealed until ready for use. Wash thoroughly after handling. Provide fresh air ventilation during and after application and drying. Avoid the inhalation of dust or particulates arising from the application of this preparation. Use personal protective equipment as required. **Note: These warnings encompass the product series. Prior to use, read and follow product-specific SDS and label information.** **FIRST AID:** If swallowed, rinse mouth with water (only if the person is conscious). Call physician immediately. Do not induce vomiting unless directed to do so by medical personnel. If in eyes, rinse with water for 15 minutes. Check for and remove any contact lenses. If on skin, rinse well with water. Wash with soap and water. Get medical attention if irritation develops. If inhaled, remove to fresh air. Call physician immediately. Keep out of the reach of children. For workplace use, an SDS is available from your retailer or by calling (412) 492-5555. **EMERGENCY SPILL INFORMATION:** (412) 434-4515 (U.S.).

SHIPPING

Freight Classification: PAINT OR PAINT RELATED MATERIAL

Packaging: 12-10.1 Ounce Tubes per carton
20 Ounce Sausages available

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1418 2/2020

PITT-TECH PLUS 4216 HP

DESCRIPTION

One-component, high performance waterborne acrylic semi-gloss enamel

PRINCIPAL CHARACTERISTICS

- Direct-to-Metal (DTM) to steel and aluminum
- Interior-Exterior commercial, institutional, and industrial
- Interior-Exterior primed galvanized metal, wood and masonry
- Fast drying properties
- Non-yellowing
- Excellent resistance to oil and grease
- Good abrasion resistance
- Hand oil resistance

COLOR AND GLOSS LEVEL

- White, safety colors and custom colors
- Semi-gloss

BASIC DATA AT 68°F (20°C)

Data for product	
Number of components	One
Volume solids	36 ± 2%
VOC (Supplied)	max. 0.8 lb/US gal (approx. 91 g/l)
Temperature resistance	To 190°F 88°C)
Recommended dry film thickness	1.5 - 4.0 mils (38 - 100 µm) depending on system
Theoretical spreading rate	385 ft ² /US gal for 1.5 mils (9.4 m ² /l for 38 µm)
Shelf life	At least 24 months when stored cool and dry

Notes:

- See ADDITIONAL DATA - Overcoating intervals
- See ADDITIONAL DATA - Curing time

RECOMMENDED SUBSTRATE CONDITIONS AND TEMPERATURES

Steel

- Coating performance is, in general, proportional to the degree of surface preparation
- Remove all rust, dirt, moisture, grease or other contaminants from the surface
- Abrasive blast cleaning to SSPC SP-6 standards will give optimum performance
- Where abrasive blasting is not practical, power tool cleaning in accordance with SSPC SP-3 or hand tool cleaning to SSPC SP-2 requirements is acceptable
- When using as a DTM finish without a primer, a minimum of two coats is recommended for best corrosion resistance



PITT-TECH PLUS 4216 HP

Galvanized steel

- Degrease to SSPC SP-1 and remove any white corrosion products by hand abrasion
- Prime with PITT-TECH PLUS 4020 PF and allow to dry overnight
- Consult relevant primer data sheet for surface preparation requirements

Concrete / Masonry

- Cure at least 30 days before painting
- pH must be 10.0 or lower
- Remove all rust, dirt, moisture, grease or other contaminants from the surface
- Consult relevant primer data sheet for surface preparation requirements

Exterior wood

- Spot prime pine knots with HYDROSEALER 6001 primer
- Prime entire surface with HYDROSEALER 6001 primer

Dry wall

- Prime with SPEEDHIDE sealer

Interior wood

- Set nails and fill holes with latex spackle
- Sand smooth and dust clean
- Self prime.
- Do not use this product with lacquer undercoats

Substrate temperature and application conditions

- Surface temperature during application should be between 50°F (10°C) and 100°F (38°C)
- Surface temperature during application should be at least 5°F (3°C) above dew point
- Ambient temperature during application and curing should be between 10°C (50°F) and 38°C (100°F)
- Relative humidity during application should be above 0% and below 85%

Warning

Removal of old paint by sanding, scraping or other means may generate dust or fumes which contain lead. EXPOSURE TO LEAD DUST OR FUMES MAY CAUSE ADVERSE HEALTH EFFECTS, ESPECIALLY IN CHILDREN OR PREGNANT WOMEN. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted and approved (e.g., NIOSH approved) respirator and proper containment and cleanup. For additional information, contact the USEPA/Lead Information Hotline at 1-800-424-LEAD or the regional Health Canada office

SYSTEM SPECIFICATION

- Primers: Pitt-Tech Plus/Devflex 4020 PF, Multiprime/Devguard 4160, Fast Dry/Devguard 4180, Multiprime/Devguard 4360, HYDROSEALER 6001, GRIPPER 3210 and HI-HIDE 1000 Wall Primer



PITT-TECH PLUS 4216 HP

INSTRUCTIONS FOR USE

- Agitate with a power mixer for 1 – 2 minutes until completely dispersed. Ensure good off-bottom mixing

Application

- Area should be sheltered from airborne particulates and pollutants
- Ensure good ventilation during application and curing
- Provide shelter to prevent wind from affecting spray patterns

Material temperature

Material temperature during application should be between 50°F (10°C) and 90°F (32°C)

Air spray

- Separate air and fluid pressure regulators and a moisture and oil trap in the main air supply line are recommended.

Recommended thinner

No thinner should be added

Nozzle orifice

Approx. 0.070 in (1.8 mm)

Airless spray

- 30:1 pump or larger
- Adjust pump pressure as needed

Recommended thinner

No thinner should be added

Nozzle orifice

0.015 – 0.017 in (approx. 0.38 – 0.43 mm)

Brush/roller

- Use a high quality natural bristle brush and/or solvent resistant, 3/8" nap roller. Ensure brush/roller is well loaded to avoid air entrainment. Multiple coats may be necessary to achieve adequate film-build

Recommended thinner

No thinner should be added

Cleaning solvent

Soap and water

Note: All application equipment must be cleaned immediately after use



PITT-TECH PLUS 4216 HP

ADDITIONAL DATA

Overcoating interval for DFT up to 2.0 mils (51 µm)		
Overcoating with...	Interval	77°F (25°C)
itself	Minimum	2 hours
	Maximum	Extended

Notes:

- Overcoating times valid for a relative humidity of 50%
- Drying times may vary depending on temperature, humidity, and air movement

Curing time for DFT up to 2.0 mils (51 µm)		
Substrate temperature	Dry to touch	Dry hard
77°F (25°C)	N/A	24 hours

Note: Curing times valid for a relative humidity of 50%

Product Qualifications

- Meets MPI Category #153, Interior W.B. Light Industrial Coating

DISCLAIMER

- For professional use only. Not for household use. Do not use under alkyd or oil-based paints

SAFETY PRECAUTIONS

- For paint and recommended thinners see INFORMATION SHEETS 1430, 1431 and relevant Material Safety Data Sheets

Danger

Rags, steel wool or waste soaked with this product may spontaneously catch fire if improperly discarded. Immediately after use, place rags, steel wool or waste in a sealed water-filled metal container. Refer to www.pittsburghpaints.com, Spontaneous Combustion Advisory for additional information

WORLDWIDE AVAILABILITY

It is always the aim of PPG Protective and Marine Coatings to supply the same product on a worldwide basis. However, slight modification of the product is sometimes necessary to comply with local or national rules/circumstances. Under these circumstances an alternative product data sheet is used.



PITT-TECH PLUS 4216 HP

REFERENCES

- CONVERSION TABLES
- EXPLANATION TO PRODUCT DATA SHEETS
- SAFETY INDICATIONS
- SAFETY IN CONFINED SPACES AND HEALTH SAFETY, EXPLOSION HAZARD - TOXIC HAZARD

INFORMATION SHEET	1410
INFORMATION SHEET	1411
INFORMATION SHEET	1430
INFORMATION SHEET	1431

WARRANTY

PPG warrants (i) its title to the product, (ii) that the quality of the product conforms to PPG's specifications for such product in effect at the time of manufacture and (iii) that the product shall be delivered free of the rightful claim of any third person for infringement of any U.S. patent covering the product. THESE ARE THE ONLY WARRANTIES THAT PPG MAKES AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE OR ARISING OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY PPG. Any claim under this warranty must be made by Buyer to PPG in writing within five (5) days of Buyer's discovery of the claimed defect, but in no event later than the expiration of the applicable shelf life of the product, or one year from the date of the delivery of the product to the Buyer, whichever is earlier. Buyer's failure to notify PPG of such non-conformance as required herein shall bar Buyer from recovery under this warranty.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL PPG BE LIABLE UNDER ANY THEORY OF RECOVERY (WHETHER BASED ON NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO, ARISING FROM, OR RESULTING FROM ANY USE MADE OF THE PRODUCT. The information in this sheet is intended for guidance only and is based upon laboratory tests that PPG believes to be reliable. PPG may modify the information contained herein at any time as a result of practical experience and continuous product development. All recommendations or suggestions relating to the use of the PPG product, whether in technical documentation, or in response to a specific inquiry, or otherwise, are based on data, which to the best of PPG's knowledge, is reliable. The product and related information is designed for users having the requisite knowledge and industrial skills in the industry and it is the end-user's responsibility to determine the suitability of the product for its own particular use and it shall be deemed that Buyer has done so, as its sole discretion and risk. PPG has no control over either the quality or condition of the substrate, or the many factors affecting the use and application of the product. Therefore, PPG does not accept any liability arising from any loss, injury or damage resulting from such use or the contents of this information (unless there are written agreements stating otherwise). Variations in the application environment, changes in procedures of use, or extrapolation of data may cause unsatisfactory results. This sheet supersedes all previous versions and it is the Buyer's responsibility to ensure that this information is current prior to using the product. Current sheets for all PPG Protective & Marine Coatings Products are maintained at www.ppgpmc.com. The English text of this sheet shall prevail over any translation thereof.

AVAILABILITY

Packaging

1-gallon and 5-gallon kits

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