



**CITY OF LEESBURG
FLORIDA**

INVITATION FOR BID (IFB)

IFB TITLE: City of Leesburg - Central Warehouse Weatherization

IFB Number:	<u>180441</u>	Contracting Buyer:	<u>Melanie Ortiz</u>
Bid Due Date:	<u>September 4, 2018</u>	Pre-Bid Meeting:	<u>August 22, 2018</u>
Bid Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>August 15, 2018</u>

Estimate of Project Magnitude: \$25,000 - \$30,000

Brief Description / Purpose

INVITATION FOR BID

No.180441

City of Leesburg, Florida

The City of Leesburg, Florida invites all interested and qualified parties to submit electronic bids for providing all necessary labor, materials, equipment and supervision for the weatherization of the City of Leesburg Central Warehouse. Details and specifications are outlined within the Invitation for Bid documents.

The City of Leesburg will accept electronic submittals through the City's e-bid/RFx system, Vendor Registry, or by email to purch@leesburgflorida.gov, no later than the appointed due date and time or as revised by any addenda.

Registered vendors may obtain a copy of the IFB online at www.vendorregistry.com. A copy may also be obtained by e-mailing a request to purch@leesburgflorida.gov, or by calling (352)728-9880.

Publish: Vendor Registry

Solicitation Package Distribution

The City of Leesburg utilizes Vendor Registry (www.vendorregistry.com) as the ONLY official online bid management system to distribute solicitations, addenda and answers to questions. Solicitation information obtained from other sources may not be current or accurate and should not be relied on for submitting a response to a solicitation.

There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx for further information.

Vendors are strongly encouraged to register at no cost with Vendor Registry to download solicitation documents. Should time not permit you to complete the registration process please contact the Purchasing Division at (352)728-9880 or by email at purch@leesburgflorida.gov to obtain a solicitation document(s).

SECTION 1 – SPECIAL TERMS & CONDITIONS

ST-1. PURPOSE

The purpose of this project is clean out the concrete panel expansion joints and install new backer rod and sealant to create a weather tight seal at the City of Leesburg Central Warehouse.

ST-2. PROJECT LOCATION

The location(s) of the work is at the City of Leesburg Central Warehouse on 2010 Griffin Road, Leesburg Florida 34748.

ST-3. QUESTIONS, INFORMATION or CLARIFICATION

ALL questions regarding this solicitation, including technical specifications or scope of work, shall be submitted in writing to the Designated Procurement Representative. To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

- a. Bidders are encouraged to use the question/answer feature of Vendor Registry for the submission of questions and requests for information. Should that not be possible, questions relative to interpretation of specifications, scope of services or the submittal process shall be addressed in writing to the Designated Procurement Representative at **purch@leesburgflorida.gov**.
- b. The deadline for questions is seven (7) business days prior to the solicitation due date. Does not include the day the solicitations are due.
- c. Any interpretation made to Bidders shall be expressed in the form of a written Addendum to the solicitation. Which, if issued, will be made available to all prospective Bidders no later than the three (3) business days immediately before the solicitation due date. Does not include the day the solicitations are due.
- d. Inquiries received after the deadline for questions may not be given any consideration at the discretion of the Purchasing Manager.
- e. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting bids to ascertain if any addenda have been issued, to obtain all such addenda, incorporate addenda in their bid response and acknowledge said addenda on the appropriate form.

ST-4. PRE-BID CONFERENCE/SITE VISIT

A **NON-MANDATORY** pre-bid meeting/site visit will be held on

Date & Time: Wednesday, August 22nd, 2018 at 08:30 AM.

Location: City of Leesburg – Central Warehouse
2010 Griffin Road, Leesburg, Florida 34748

This is the only scheduled time contractors and their subcontractors can visit, inspect conditions, and take measurements. Additional contractor visits may take place by scheduling a visit with the Purchasing Division.

Bidders are advised to bring this solicitation document to the conference, as additional copies may not be available. Also, attendees should have equipment needed for measuring, as this may be their only opportunity.

ST-5. ELIGIBILITY

To be eligible to respond to this IFB, bidding firms must demonstrate they, or the principals assigned to the project, have successfully completed projects similar to those specified in the Scope of Services section of the IFB, to at least three municipal entities.

Bidders/Contractors must have a minimum of 3-years of experience in performing the same or similar work required on this project. Bidders shall provide a minimum of three (3) reference projects completed within the last 1 year related to similar contracts of similar scope and size. References shall be given on the forms provided.

ST-6. LICENSES

The City is not aware of any special licenses required for this work.

ST-7. DESIGNATED PROCUREMENT REPRESENTATIVE

Questions concerning any portion of this solicitation shall be directed via e-mail to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than seven (7) business days before the bid opening date.

Melanie Ortiz, Buyer
City of Leesburg | Purchasing Department
Phone: 352-728-9880 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

ST-8. RESTRICTED DISCUSSIONS

From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

ST-9. DELIVERY OF SOLICITATION RESPONSE

To be considered for award, a complete bid response must be received and accepted in the Purchasing Division no later than the due date and time established within the solicitation. The Purchasing Division will accept electronic submittals through either <https://www.vendorregistry.com/> or via email to the Designated Procurement Representative at purch@leesburflorida.gov.

ST-10. COMPLETION REQUIREMENTS FOR INVITATION FOR BID

The Procurement Division shall receive responses to this Invitation for Bid by the methods listed here no later than the due date and time established within the bid document. Responses will not be accepted by any other means. Proposals must be provided in a commonly readable electronic format, preferably PDF, by uploading through the City's e-Bid/RFx system, www.vendorregistry.com. Any bid received after the due date and time will not be considered. The City is not liable or responsible for any costs incurred by any Bidder in responding to this

IFB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this Invitation for Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid or proposal must initial the change. The bid shall be manually signed by an official authorized to legally bind the Bidder to its provisions.

ST-11. METHOD OF AWARD

To a single vendor in the aggregate. Recommendation of Award will be to the responsible bidder submitting the lowest responsive bid and holding the necessary experience. Determination of low bid amount will be made using the total bid for the Base Bid Items only and will not consider additional contract items. Local Vendor Preference will be considered when applicable in determining the low bid amount.

ST-12. CONTRACT

Work will be ordered by issuance of a City Purchase Order.

ST-13. WARRANTY

Contractors' workmanship is warranted for a period of One (1) year from acceptance by the City. City shall notify Contractor of any defects in material or workmanship. Contractor shall coordinate with City any warranted repairs. Material carries the manufacturer's warranty.

ST-14. MATERIAL STORAGE

Contractor is responsible for coordinating material and equipment storage for the duration of the project. The City can provide a location for Contractor to store materials and equipment during the performance of this work.

ST-15. RISK OF LOSS

The vendor assumes the risk of loss of damage to the City's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the City. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the City, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

ST-16. INSURANCE AND INDEMNITY REQUIREMENTS

- a) **Scope of Insurance** - The Contractor shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.
 - i. All required insurance shall be provided by insurers acceptable to the City with an A.M. Best rating of at least A: VII.

- ii. The Contractor shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the City, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the Contractor. The City does not represent these coverages or amounts to be adequate or sufficient to protect the Contractor's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the Contractor shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The Contractor waives its right of recovery against the City to the extent permitted by its insurance policies.
 - viii. Insurance required of the Contractor, or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.
- b) **Indemnification** - The Contractor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract.
- c) **Certificate of Insurance** - The Contractor shall provide evidence of required minimum insurance by providing the City an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the City, before any work under the agreement, contract or lease begins.
- i. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the City as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the City shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The Contractor, at the discretion of the Risk Manager for the City, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the Contractor's liability coverage(s).
- d) **Comprehensive General Liability** - The Contractor shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions

of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the Contractor shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the City's acceptance of the project.
- e) **Business Automobile Liability** - The Contractor shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- f) **Workers' Compensation** - The Contractor shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

Contractors exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

ST-17. ILLEGAL ALIEN LABOR

Contractor shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

ST-18. FAIR LABOR STANDARDS ACT

No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City.

[END OF SECTION]

SECTION 2 – SCOPE OF WORK

SW-1. BACKGROUND

The project consists of replacing approximately 76 each vertical expansion joints between concrete wall panels. The current expansion joints are worn and damaged due to age, and allow water from rain to leak into the warehouse which can damage property.

SW-2. SCOPE OF WORK

Scope of Work for this project is detailed in the specifications located in Section 5 of this document. Bidders shall refer to materials sheets, and specifications titled “**Central Warehouse Expansion Joints**” consisting of material data sheets and specifications on how to use the materials, as well as an Environmental Data Sheet for the material required. The desired result of the project is to seal the building from water intrusion.

All equipment or material must comply with the latest safety standards and meet or exceed these specifications. Sherwin Williams’s literature and product specifications must accompany the bid.

2.1. General Work

- 2.1.1. Contractor shall remove old sealant and backing rod from each expansion joint. Contractor shall clean joint of any residue or dirt. This shall be done for the exterior of the building.
- 2.1.2. Contractor shall prepare the joints to receive new backing rods and new sealant per manufacturer’s recommendation.
- 2.1.3. All expansion joints shall be resealed with Sherwin Williams product indicated on the Schedule of Materials on both the interior and exterior of the building.
- 2.1.4. All materials will be applied and/or installed in strict accordance with the manufacturer’s recommendations or instructions.
- 2.1.5. City will use the services of Sherwin Williams’ representative for the inspection of surface preparation and post application inspection. Any deficiencies identified in the use of the Sherwin Williams products will not be acceptable.
- 2.1.6. Contractor shall not remove existing sealant from more joints than can be resealed in a working day. No joints or any portion thereof shall be left unsealed or exposed overnight.

2.2. Material

- 2.2.1. All material will be as listed in the Scope of Work or lacking such specification the Sherwin Williams material listed in the specifications located in Section 6 of this bid document.
- 2.2.2. All sealant materials will be manufactured Sherwin Williams. The City will not accept or consider alternative products.
- 2.2.3. All preparation and application work shall be in accordance with the product data sheets provided in Section 5.

[END OF SECTION]

SECTION 3 - GENERAL TERMS & CONDITIONS (IFB)

GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation for Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:** The Agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.4.1. **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a City purchase order.
 - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:** The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Leesburg, Florida.
- 1.7. **In Writing –** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, Vendor Registry currently used by the City.
- 1.8. **Invitation for Bid (IFB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this IFB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- 1.10. **Official Purchasing Time:** The Official Purchasing Time shall be that time reflected on the digital clock located in the Purchasing Office and labeled 'Official Purchasing Time'. This clock shall be used for all time deadlines related to City purchasing solicitations.
- 1.11. **Owner:** Shall refer to City of Leesburg, Florida.
- 1.12. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an IFB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

GT-2. INSTRUCTIONS TO BIDDERS

- 2.1. **Addenda –** The Purchasing Division may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail.
 - 2.1.1. **Bidders Responsibility -** It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to acknowledge receipt of the addenda issued on the appropriate bid form. Failure to acknowledge each addendum may cause the bid to be deemed non-responsive and not be considered for award.
- 2.2. **Contents of Solicitation and Bidders Responsibilities –** It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
- 2.3. **Request for Additional Information/Questions -** Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Representative identified in Section 1 of the solicitation no later than **SEVEN (7) DAYS** prior to the bid opening date. Oral answers given by anyone shall not be authoritative.

Vendors are encouraged to submit their questions electronically through Vendor Registry. If this is not possible questions may be submitted via e-mail at purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the cutoff for questions.

- GT-3. **Award** – Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- GT-4. **Assignment** – The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-5. **Basis for Bidding** - The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the Schedule of Bid Items form provided. Any quantities shown in the Schedule of Bid Items Form are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Purchasing Division shall make and note the correction on the Final Bid Tabulation.

- GT-6. **Bidder Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
- 6.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
 - 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 6.4. Be able to comply with the required or proposed delivery or performance schedule;
 - 6.5. Have a satisfactory record of performance. Vendors who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - 6.6. Vendors performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City's designated representative. Previous award of work does not guarantee future award(s). The Vendor must perform satisfactorily and professionally on all City work undertaken;
 - 6.7. Have a satisfactory record of integrity and business ethics;
 - 6.8. Be properly licensed by the appropriate regulatory agency for the work to be performed;
 - 6.9. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
 - 6.10. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- GT-7. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-8. **Changing of Forms** – If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.
- GT-9. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

- GT-10. Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-11. Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.
- GT-12. Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-13. Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
- GT-14. Contract Documents** – Following City Commission approval of the execution of a Construction Services Agreement, the Contract Documents shall consist of the following:
- 14.1. The Construction Services Agreement;
 - 14.2. This Solicitation issued by the City;
 - 14.3. Any Addendum to the Solicitation issued by the City;
 - 14.4. Applicable Engineer Drawings, Design and Specifications;
 - 14.5. The Contractors Bid Response;
 - 14.6. The Notice to Proceed issued by the City and acknowledged by the Contractor.
- GT-15. Contingent Fees Prohibited** - The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bidder any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.
- GT-16. Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-17. Cost of Preparing Bid Response** - All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Leesburg shall not reimburse any Bidder for any such costs.
- GT-18. Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Manager shall be final and binding on both parties.

- GT-19. **Execution of Contract** – The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within **ten (10) days** from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Leesburg Purchasing Division.
- GT-20. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-21. **Interpretation of Contract Documents** - Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Purchasing Division at 204 N. 5th Street Leesburg, Florida 34748 or by electronic mail to: purch@leesburgflorida.gov. Such notification should be done immediately, but in no case no later than **seven (7) business days** before the due date and time of Bid Responses.
- The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Leesburg in accordance with the specifications.
- GT-22. **Liability** - The Contractor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.
- GT-23. **Notice to Proceed** – Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.
- GT-24. **Price Bid** - The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.
- GT-25. **Protests** – Protests can only be made by Interested Parties. Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748, no later than three (3) business days after the day the Notice of Recommendation to Award is posted to Vendor Registry, the City's official on-line bid management and vendor notification system. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than seven (7) business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Manager shall be final.
- GT-26. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."
- GT-27. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses.

- GT-28. **Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.
- 28.1. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
 - 28.2. Any Bidder may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
 - 28.3. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
- GT-29. **Quantities** – The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this Solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.
- GT-30. **Registration** – Any vendor being recommended for an award or purchase from this solicitation is required to register with the City's on-line vendor management system. That on-line system is powered by Vendor Registry and can be accessed by navigating to www.leesburgflorida.gov/purchasing and select the Vendor Registry icon. There is no cost to register. Following issuance of the Notice of Recommendation for Award (NORA), the recommended vendor will be provided instructions on how to register with Vendor Registry. Registration must be completed prior to any work or purchases be made under the Contract.
- GT-31. **Responsibility of Respondent to Inform Himself as to All Conditions Relating To Project** - The respondent, by and through the submission of his bid response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.
- GT-32. **Responsiveness (Bids/Proposals)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected.
- 32.1. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.
- GT-33. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).
- 33.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg.
 - 33.2. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Bidder having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to fund the work under the contract; the contract may be awarded to that Bidder.
 - 33.3. If such lowest Cost exceeds the available funding for the work, the City may reject all Bids or may award the contract to the lowest Cost Bid less such deductible alternates or schedules of work which are listed in the Bid, as produces a net amount which is within the available funds.

- GT-34. **Rules, Regulations and Licenses** – The Contractor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
- GT-35. **Signature of Bidder** - The Bidder shall sign the Bidders Certification Form in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted.
- GT-36. **State Registration Requirements** – Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-37. **State Professional Licenses** – The Bidder shall hold all required Professional Licenses as issued by the State of Florida Department of Business and Professional Regulation at the time their bid is submitted and maintain said licenses for the duration of the Contract.
- GT-38. **Subcontracting** – Unless otherwise specified in this solicitation or Contract Documents, the Contractor shall not change subcontractors from those listed on their Subcontractor Listing form provided in advance of the Notice to Proceed being issued. Changes to Subcontractors may only be made following Contractor submitting a revised Subcontractor Listing and written approval by the City of the requested change in the subcontractor(s).
- GT-39. **Time Allowed** – Contractor will start and complete the work in an expeditious manner which meets the mutually agreed upon schedule and Performance Period as set in the Contract Documents.
- GT-40. **Warranty** - All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty. This paragraph does not apply to Solicitations for professional services covered by Chapter 287.055, Florida Statutes.
- GT-41. **Withdrawal of Bids** - Any response to this solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document or as revised by an addenda.

[END OF SECTION]

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

General Vendor Information			
Company Name:			
Physical Address:			
Mailing Address:			
Phone No.:		FEIN No.:	
Email Address:			
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input type="checkbox"/> Excellent		No. of Years in Business:	
No. of Personnel Currently Employed:		No. of Personnel Available for this Project:	
Principal Name		Title	
Describe the type of work normally performed by your company:			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name:	_____
Title:	_____
Address:	_____
Phone No.:	_____
	Mobile Phone No.: _____
Email Address:	_____

ITB 180441
SCHEDULE OF BID ITEMS

Your Bid **MUST BE** submitted on this form. Double check the Bid prices.
Amounts cannot be changed following the Bid due date and time.

Submitting Vendor Name: _____

BASE BID

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	EXTENDED COST
1	EXPANSION JOINT WEATHERIZATION AT CENTRAL WAREHOUSE Includes all Labor, Material and Equipment	1	LS	\$
TOTAL BASE BID:				\$

Number of CALENDAR DAYS to begin work after receipt of NTP: _____ Calendar Days

Number of CALENDAR DAYS to completion after receipt of NTP: _____ Calendar Days

Bidders State of Florida Contractor License Number:

BIDDER'S CERTIFICATION

- I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, the Bid submitted and any other documents accompanying or made a part of this invitation.
- I hereby promise to furnish the goods or services specified in the Invitation to Bid at the prices or rates set forth in my bid. I agree that my bid will remain firm for the period established in the bid document in order to allow the City adequate time to evaluate the bids and make award. Furthermore, I agree to abide by all conditions of the bid.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Solicitation.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's submission non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

I take NO exceptions

I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

ADDENDUM ACKNOWLEDGMENT

No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

BID CERTIFICATION SIGNATURES
(This section must be signed and completed.)

Name of Business

Telephone Number

By: _____
Signature

Email Address

Printed Name

Mailing Address

Title

City, State, Zip Code

STATEMENT OF EXPERIENCE - “SIMILAR” PROJECTS

List all SIMILAR projects your firm has completed. You must use this form. Attaching a separate listing may cause your bid to be deemed non-responsive and rejected.

Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original: \$	At Completion: \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail:		
Phone Number:		
Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original: \$	At Completion: \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail:		
Phone Number:		
Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope: Be Descriptive. Use additional pages.		
Contract Amounts:	Original: \$	At Completion: \$
Briefly Explain Any Variance:		
Contact Person:		
Contact e-mail:		
Phone Number:		

ATTACHMENTS: SPECIFICATION REQUIREMENTS



Central Warehouse Expansion Joints

2010 Griffin Rd
Leesburg, FL 34785

LEESBURG*CITY OF
PO BOX 490630
ATTN-ACCTS PAYABLE
LEESBURG, FL 347490630

Prepared By:

Robert Davenport
Sales Representative
robert.f.davenport@sherwin.com



SCHEDULE

Interior Finishes

Expansion Joints

Prep: - Remove old existing expansion joint material

Remove old existing expansion joint material, cut old failing material, remove old backer rod if it exists. Clean out expansion joints.

Backer rod : 100154087 - 3/8"X1400' BACKER RO

Insert backrod into expansion joints as needed as per sealant specification, Different sizes of rod are available depending on expansion joint size.

Loxon NS Sealant : SU2KS4130 - LOXON NS2 LIMESTONE

Apply in accordance with Installation section of material data page. Follow surface preparation bulletin on material data page for pre work as well. Available in limestone color.

END OF SECTION



SURFACE PREPARATION

1) Previously Coated Surfaces

Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer.

Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required.

2) Solvent Cleaning

Solvent Cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No. 1. (SSPC-SP1)

3) Hand Tool Cleaning

Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No. 2 (SSPC-SP2)

END OF SPECIFICATION

Environmental Data Sheets

ENVIRONMENTAL DATA SHEET

(Certified Product Data Sheet)

Date of Preparation
Jun 28, 2016

PRODUCT NUMBER

SU2KS4130

PRODUCT NAME

LOXON NS2 Two Component Non-Sag Smooth Polyurethane Sealant, Limestone

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
101 W. Prospect Avenue
Cleveland, OH 44115

This document includes all data required by 40 CFR 63.801(a) for a Certified Product Data Sheet under criteria specified in 40 CFR 63.805(a). All data given below are MAXIMUM THEORETICAL VALUES based on the product AS CURRENTLY FORMULATED. Variations may occur on individual batches due to adjustments made during production.

Product Weight

11.90 lb/gal

Specific Gravity

1.43

FLASH POINT

142 °F PMCC

Hazard Category (for SARA 311.312)

| Acute | Chronic | Fire |

Volatile Ingredients

Chemical / Compound	SARA 302 EHS	CERCLA	SARA 313 TC	HAPS 112	% by Weight	% by Volume
Stoddard Solvent 8052-41-3	N	N	N	N	7	13

Non-Volatile Ingredients

Chemical / Compound	SARA 302 EHS	CERCLA	SARA 313 TC	HAPS 112	% by Weight	% by Volume
Toluene-2,4-diisocyanate (max.) 584-84-9	Y	Y	Y	Y	0.5	< 1

Volatile Organic Compounds (follows U.S. EPA VOC Data Sheet)

A.	Coating Density		11.90 lb/gal	1426 g/l
B.	Total Volatiles		7.0 % by wt.	12.7 % by vol.
C.	Federally exempt solvents:	Water	0.0 % by wt.	0.0 % by vol.
D.	Organic Volatiles		7.0 % by wt.	12.7 % by vol.
E.	Percent Non-Volatile		93.0 % by wt.	87.3 % by vol.
F.	VOC Content	0.83 lb/gal	99 g/l	total
	1.	0.83 lb/gal	99 g/l	less exempt solvents
	2.	0.95 lb/gal	114 g/l	of solids
		0.07 lb/lb	0.07 kg/kg	of solids

Hazardous Air Pollutants (Clean Air Act, Section 112(b))

Volatile HAPS	0.00	lb/gal	0.000	kg/l
	0.00	lb/gal	0.000	kg/l of solids
	0.00	lb/lb	0.00	kg/kg of solids

Air Quality Data

Density of Organic Solvent Blend

6.56 lb/gal

Photochemically Reactive

Yes

Maximum Incremental Reactivity (MIR) (per California Air Resources Board Aerosol Products Regulation, MIR Values 2010)

0.79

Maximum Incremental Reactivity (MIR) (per US EPA Aerosol Ctg Rule, MIR Values 2009)

1.54

Additional Regulatory Information

US EPA TSCA:

Not Applicable

Relevant identified uses of the substance or mixture and uses advised against:

Not Applicable

Waste Disposal

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Addition of reducers or other additives to this product may substantially alter the above data. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

SAFETY DATA SHEET

SU2KS4130

Section 1. Identification

Product name : LOXON NS2 Two Component Non-Sag Smooth Polyurethane Sealant
Limestone

Product code : SU2KS4130

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Not applicable.

Manufacturer : THE SHERWIN-WILLIAMS COMPANY
101 W. Prospect Avenue
Cleveland, OH 44115

Emergency telephone number of the company : US / Canada: (216) 566-2917
Mexico: SETIQ 01-800-00-214-00 / (52) 55-5559-1588 24 hours / 365 days a year

Product Information Telephone Number : US / Canada: Not Available
Mexico: Not Available

Regulatory Information Telephone Number : US / Canada: (216) 566-2902
Mexico: Not Available

Transportation Emergency Telephone Number : US / Canada: (800) 424-9300
Mexico: SETIQ 01-800-00-214-00 / (52) 55-5559-1588 24 hours / 365 days a year

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 4
SKIN CORROSION/IRRITATION - Category 2
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 2A
RESPIRATORY SENSITIZATION - Category 1
SKIN SENSITIZATION - Category 1
CARCINOGENICITY - Category 1A
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1
Percentage of the mixture consisting of ingredient(s) of unknown oral toxicity: 25.8%
Percentage of the mixture consisting of ingredient(s) of unknown dermal toxicity: 25.8%
Percentage of the mixture consisting of ingredient(s) of unknown inhalation toxicity: 25.8%

GHS label elements

Hazard pictograms :



Signal word : Danger

Date of issue/Date of revision :

9/5/2017

Date of previous issue :

4/18/2017

Version : 3

1/15

Section 2. Hazards identification

Hazard statements : Combustible liquid.
Causes serious eye irritation.
Causes skin irritation.
May cause allergy or asthma symptoms or breathing difficulties if inhaled.
May cause an allergic skin reaction.
May cause cancer.
May cause respiratory irritation.
Causes damage to organs through prolonged or repeated exposure.

Precautionary statements

Prevention : Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves. Wear eye or face protection. Wear protective clothing. Wear respiratory protection. Keep away from flames and hot surfaces. - No smoking. Use only outdoors or in a well-ventilated area. Do not breathe vapor. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling. Contaminated work clothing must not be allowed out of the workplace.

Response : Get medical attention if you feel unwell. IF exposed or concerned: Get medical attention. IF INHALED: If breathing is difficult, remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or physician if you feel unwell. If experiencing respiratory symptoms: Call a POISON CENTER or physician. IF ON SKIN: Wash with plenty of soap and water. Wash contaminated clothing before reuse. If skin irritation or rash occurs: Get medical attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

Storage : Store locked up. Store in a well-ventilated place. Keep cool.

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

Supplemental label elements

WARNING: This product contains a chemical known to the State of California to cause cancer. FOR INDUSTRIAL USE ONLY. This product must be mixed with other components before use. Before opening the packages, READ AND FOLLOW WARNING LABELS ON ALL COMPONENTS. Adequate ventilation required when sanding or abrading the dried film. If Adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release Crystalline Silica which has been shown to cause lung damage and cancer under long term exposure. VAPOR AND SPRAY MIST HARMFUL. Gives off harmful vapor of solvents and isocyanates. DO NOT USE IF YOU HAVE CHRONIC (LONG-TERM) LUNG OR BREATHING PROBLEMS, OR IF YOU HAVE EVER HAD A REACTION TO ISOCYANATES. USE ONLY WITH ADEQUATE VENTILATION. WHERE OVERSPRAY IS PRESENT, A POSITIVE PRESSURE AIR SUPPLIED RESPIRATOR (NIOSH approved) SHOULD BE WORN TO PREVENT EXPOSURE. IF UNAVAILABLE, AN APPROPRIATE PROPERLY FITTED APPROVED NIOSH VAPOR/PARTICULATE RESPIRATOR MAY BE EFFECTIVE. Follow directions for respirator use. Wear the respirator for the whole time of spraying and until all vapors and mists are gone. If you have any breathing problems during use, LEAVE THE AREA and get fresh air. If problems remain or happen later, IMMEDIATELY call a doctor - If not available get emergency medical treatment. Have this label with you. Reacts with water in closed container to produce pressure which may cause container to burst.
Please refer to the SDS for additional information. Keep out of reach of children. Do not transfer contents to other containers for storage.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture
Other means of identification : Not available.

CAS number/other identifiers

Ingredient name	% by weight	CAS number
Calcium Carbonate	18.75	471-34-1
Calcium Carbonate	18.75	1317-65-3
Stoddard Solvent	7	8052-41-3
Toluene-2,6-diisocyanate (max.)	0.5	91-08-7
Toluene-2,4-diisocyanate (max.)	0.5	584-84-9
Crystalline Silica, respirable powder	0.5	14808-60-7

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. In the event of any complaints or symptoms, avoid further exposure.
- Skin contact** : Wash with plenty of soap and water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Get medical attention. In the event of any complaints or symptoms, avoid further exposure. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : Causes serious eye irritation.
- Inhalation** : May cause respiratory irritation. May cause allergy or asthma symptoms or breathing difficulties if inhaled.
- Skin contact** : Causes skin irritation. May cause an allergic skin reaction.
- Ingestion** : No known significant effects or critical hazards.

Section 4. First aid measures

Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:
pain or irritation
watering
redness
- Inhalation** : Adverse symptoms may include the following:
respiratory tract irritation
coughing
wheezing and breathing difficulties
asthma
- Skin contact** : Adverse symptoms may include the following:
irritation
redness
- Ingestion** : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use dry chemical, CO₂, water spray (fog) or foam.
- Unsuitable extinguishing media** : Do not use water jet.

Specific hazards arising from the chemical : Combustible liquid. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
metal oxide/oxides

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
- Large spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems or asthma, allergies or chronic or recurrent respiratory disease should not be employed in any process in which this product is used. Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits (OSHA United States)

Ingredient name	Exposure limits
Calcium Carbonate	NIOSH REL (United States, 10/2016). TWA: 5 mg/m ³ 10 hours. Form: Respirable fraction
Calcium Carbonate	TWA: 10 mg/m ³ 10 hours. Form: Total NIOSH REL (United States, 10/2016). TWA: 5 mg/m ³ 10 hours. Form: Respirable fraction TWA: 10 mg/m ³ 10 hours. Form: Total OSHA PEL (United States, 6/2016). TWA: 5 mg/m ³ 8 hours. Form: Respirable fraction TWA: 15 mg/m ³ 8 hours. Form: Total dust
Stoddard Solvent	ACGIH TLV (United States, 3/2016). TWA: 100 ppm 8 hours. TWA: 525 mg/m ³ 8 hours. NIOSH REL (United States, 10/2016). TWA: 350 mg/m ³ 10 hours. CEIL: 1800 mg/m ³ 15 minutes. OSHA PEL (United States, 6/2016). TWA: 500 ppm 8 hours. TWA: 2900 mg/m ³ 8 hours.
Toluene-2,6-diisocyanate (max.)	ACGIH TLV (United States, 3/2016). Absorbed through skin. Skin sensitizer. Inhalation sensitizer. STEL: 0.005 ppm 15 minutes. Form: Inhalable fraction and vapor TWA: 0.001 ppm 8 hours. Form: Inhalable fraction and vapor
Toluene-2,4-diisocyanate (max.)	ACGIH TLV (United States, 3/2016). Absorbed through skin. Skin sensitizer. Inhalation sensitizer. STEL: 0.005 ppm 15 minutes. Form: Inhalable fraction and vapor TWA: 0.001 ppm 8 hours. Form: Inhalable fraction and vapor OSHA PEL (United States, 6/2016). CEIL: 0.02 ppm CEIL: 0.14 mg/m ³
Crystalline Silica, respirable powder	OSHA PEL Z3 (United States, 6/2016). TWA: 250 mppcf / (%SiO ₂ +5) 8 hours. Form: Respirable TWA: 10 mg/m ³ / (%SiO ₂ +2) 8 hours. Form: Respirable OSHA PEL (United States, 6/2016).

Section 8. Exposure controls/personal protection

TWA: 50 µg/m³ 8 hours. Form: Respirable dust
ACGIH TLV (United States, 3/2016).
 TWA: 0.025 mg/m³ 8 hours. Form: Respirable fraction
NIOSH REL (United States, 10/2016).
 TWA: 0.05 mg/m³ 10 hours. Form: respirable dust

Occupational exposure limits (Canada)

Ingredient name	Exposure limits
Stoddard Solvent	<p>CA Alberta Provincial (Canada, 4/2009). 8 hrs OEL: 572 mg/m³ 8 hours. 8 hrs OEL: 100 ppm 8 hours.</p> <p>CA British Columbia Provincial (Canada, 7/2016). TWA: 290 mg/m³ 8 hours. STEL: 580 mg/m³ 15 minutes.</p> <p>CA Ontario Provincial (Canada, 7/2015). TWA: 100 ppm 8 hours.</p> <p>CA Québec Provincial (Canada, 1/2014). TWAEV: 100 ppm 8 hours. TWAEV: 525 mg/m³ 8 hours.</p> <p>CA Saskatchewan Provincial (Canada, 7/2013). STEL: 125 ppm 15 minutes. TWA: 100 ppm 8 hours.</p>
Toluene-2,6-diisocyanate (max.)	<p>CA British Columbia Provincial (Canada, 7/2016). Skin sensitizer. TWA: 0.005 ppm 8 hours. C: 0.01 ppm</p> <p>CA Québec Provincial (Canada, 1/2014). Skin sensitizer. TWAEV: 0.005 ppm 8 hours. TWAEV: 0.036 mg/m³ 8 hours. STEV: 0.02 ppm 15 minutes. STEV: 0.14 mg/m³ 15 minutes.</p> <p>CA Alberta Provincial (Canada, 4/2009). C: 0.1 mg/m³ C: 0.02 ppm 8 hrs OEL: 0.04 mg/m³ 8 hours. 8 hrs OEL: 0.005 ppm 8 hours.</p> <p>CA Ontario Provincial (Canada, 7/2015). STEL: 0.02 ppm 15 minutes. TWA: 0.005 ppm 8 hours.</p> <p>CA Saskatchewan Provincial (Canada, 7/2013). Skin sensitizer. STEL: 0.02 ppm 15 minutes. TWA: 0.005 ppm 8 hours.</p>
Toluene-2,4-diisocyanate (max.)	<p>CA Alberta Provincial (Canada, 4/2009). 8 hrs OEL: 0.04 mg/m³ 8 hours. C: 0.02 ppm 8 hrs OEL: 0.005 ppm 8 hours. C: 0.1 mg/m³</p> <p>CA British Columbia Provincial (Canada, 7/2016). Skin sensitizer. TWA: 0.005 ppm 8 hours.</p>

Section 8. Exposure controls/personal protection

	<p>C: 0.01 ppm CA Québec Provincial (Canada, 1/2014). Skin sensitizer. TWAEV: 0.005 ppm 8 hours. TWAEV: 0.036 mg/m³ 8 hours. STEV: 0.02 ppm 15 minutes. STEV: 0.14 mg/m³ 15 minutes. CA Ontario Provincial (Canada, 7/2015). Skin sensitizer. STEL: 0.02 ppm 15 minutes. TWA: 0.005 ppm 8 hours. CA Saskatchewan Provincial (Canada, 7/2013). Skin sensitizer. STEL: 0.02 ppm 15 minutes. TWA: 0.005 ppm 8 hours.</p>
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Occupational exposure limits (Mexico)

Ingredient name	Exposure limits
Stoddard Solvent	NOM-010-STPS-2014 (Mexico, 4/2016). TWA: 100 ppm 8 hours.
Toluene-2,6-diisocyanate (max.)	NOM-010-STPS-2014 (Mexico, 4/2016). Skin sensitizer. STEL: 0.02 ppm 15 minutes. TWA: 0.005 ppm 8 hours.
Toluene-2,4-diisocyanate (max.)	NOM-010-STPS-2014 (Mexico, 4/2016). Skin sensitizer. TWA: 0.005 ppm 8 hours.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.

Skin protection

Section 8. Exposure controls/personal protection

- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties

Appearance

- Physical state** : Liquid.
- Color** : Not available.
- Odor** : Not available.
- Odor threshold** : Not available.
- pH** : Not available.
- Melting point** : Not available.
- Boiling point** : 148°C (298.4°F)
- Flash point** : Closed cup: 61°C (141.8°F) [Pensky-Martens Closed Cup]
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : Not relevant/applicable due to nature of the product.
- Vapor density** : Not available.
- Relative density** : 1.43
- Solubility** : Not available.
- Partition coefficient: n-octanol/water** : Not available.
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- Viscosity** : Kinematic (40°C (104°F)): >0.205 cm²/s (>20.5 cSt)
- Molecular weight** : Not applicable.
- Aerosol product**

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.

Incompatible materials : Reactive or incompatible with the following materials:
oxidizing materials

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Calcium Carbonate Toluene-2,4-diisocyanate (max.)	LD50 Oral	Rat	6450 mg/kg	-
	LC50 Inhalation Gas.	Rat	14 ppm	4 hours
	LD50 Oral	Rat	5800 mg/kg	-

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Calcium Carbonate	Eyes - Severe irritant	Rabbit	-	24 hours 750 Micrograms	-
	Skin - Moderate irritant	Rabbit	-	24 hours 500 milligrams	-
Stoddard Solvent	Eyes - Mild irritant	Human	-	100 parts per million	-
	Eyes - Moderate irritant	Rabbit	-	24 hours 500 milligrams	-
Toluene-2,6-diisocyanate (max.)	Skin - Moderate irritant	Rat	-	8 hours 12 milligrams	-
Toluene-2,4-diisocyanate (max.)	Eyes - Severe irritant	Rabbit	-	100 milligrams	-
	Skin - Moderate irritant	Rabbit	-	24 hours 500 milligrams	-
	Skin - Severe irritant	Rabbit	-	500 milligrams	-
	Skin - Moderate irritant	Rat	-	8 hours 12 milligrams	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Section 11. Toxicological information

Classification

Product/ingredient name	OSHA	IARC	NTP
Toluene-2,6-diisocyanate (max.)	-	2B	Reasonably anticipated to be a human carcinogen.
Toluene-2,4-diisocyanate (max.)	-	2B	Reasonably anticipated to be a human carcinogen.
Crystalline Silica, respirable powder	-	1	Known to be a human carcinogen.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
Calcium Carbonate	Category 3	Not applicable.	Respiratory tract irritation
Stoddard Solvent	Category 3	Not applicable.	Respiratory tract irritation and Narcotic effects
Toluene-2,6-diisocyanate (max.)	Category 3	Not applicable.	Respiratory tract irritation
Toluene-2,4-diisocyanate (max.)	Category 3	Not applicable.	Respiratory tract irritation

Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
Stoddard Solvent	Category 1	Not determined	Not determined
Crystalline Silica, respirable powder	Category 1	Inhalation	Not determined

Aspiration hazard

Name	Result
Stoddard Solvent	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Not available.

Potential acute health effects

- Eye contact** : Causes serious eye irritation.
- Inhalation** : May cause respiratory irritation. May cause allergy or asthma symptoms or breathing difficulties if inhaled.
- Skin contact** : Causes skin irritation. May cause an allergic skin reaction.
- Ingestion** : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

- Eye contact** : Adverse symptoms may include the following:
 pain or irritation
 watering
 redness

- Inhalation** : Adverse symptoms may include the following:
respiratory tract irritation
coughing
wheezing and breathing difficulties
asthma
- Skin contact** : Adverse symptoms may include the following:
irritation
redness
- Ingestion** : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : Causes damage to organs through prolonged or repeated exposure. Once sensitized, a severe allergic reaction may occur when subsequently exposed to very low levels.

Carcinogenicity : May cause cancer. Risk of cancer depends on duration and level of exposure.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Calcium Carbonate	Acute LC50 >56000 ppm Fresh water Chronic NOEC 61 mg/g Fresh water	Fish - Gambusia affinis - Adult Fish - Oncorhynchus mykiss - Juvenile (Fledgling, Hatchling, Weanling)	96 hours 28 days
Toluene-2,4-diisocyanate (max.)	Acute LC50 164500 µg/l Fresh water	Fish - Pimephales promelas	96 hours

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Section 12. Ecological information

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. 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. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	IATA	IMDG
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-	-
Transport hazard class(es)	-	-	-	-	-
Packing group	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.
Additional information	-	-	-	-	-

Special precautions for user : Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (sea, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport. People loading and unloading dangerous goods must be trained on all of the risks deriving from the substances and on all actions in case of emergency situations.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Proper shipping name : Not available.

Ship type : Not available.

Section 14. Transport information

Pollution category : Not available.

Section 15. Regulatory information

SARA 313

SARA 313 (40 CFR 372.45) supplier notification can be found on the Environmental Data Sheet.

California Prop. 65

WARNING: This product contains a chemical known to the State of California to cause cancer.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	*	2
Flammability		2
Physical hazards		0

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

Procedure used to derive the classification

Classification	Justification
FLAMMABLE LIQUIDS - Category 4	On basis of test data
SKIN CORROSION/IRRITATION - Category 2	Calculation method
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 2A	Calculation method
RESPIRATORY SENSITIZATION - Category 1	Calculation method
SKIN SENSITIZATION - Category 1	Calculation method
CARCINOGENICITY - Category 1A	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1	Calculation method

History

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Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

Notice to reader

Section 16. Other information

It is recommended that each customer or recipient of this Safety Data Sheet (SDS) study it carefully and consult resources, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. This information is provided in good faith and believed to be accurate as of the effective date herein. However, no warranty, express or implied, is given. The information presented here applies only to the product as shipped. The addition of any material can change the composition, hazards and risks of the product. Products shall not be repackaged, modified, or tinted except as specifically instructed by Sherwin-Williams, including but not limited to the incorporation of non Sherwin-Williams products or the use or addition of products in proportions not specified by Sherwin-Williams. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. The customer/buyer/user is responsible to ensure that his activities comply with all country, federal, state, provincial or local laws. The conditions for use of the product are not under the control of the manufacturer; the customer/buyer/user is responsible to determine the conditions necessary for the safe use of this product. The customer/buyer/user should not use the product for any purpose other than the purpose shown in the applicable section of this SDS without first referring to the supplier and obtaining written handling instructions. Due to the proliferation of sources for information such as manufacturer-specific SDS, the manufacturer cannot be responsible for SDSs obtained from any other source.