

BID NUMBER LB-14-009
TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
PAINT, MARINE PAINT AND SUPPLIES

CONTRACT NO. 33404

1. **COMPLETE CONTRACT:**
 This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
 Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
3. **AMOUNT TO BE PAID:**
 The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
4. **CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
 When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
5. **DECLARATION OF NON-COLLUSION:**
 The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:
 (Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Orange CA **ON THE** 24th **DAY OF** October, **20** 13
CITY STATE MONTH

COMPANY NAME: Sherwin-Williams Company **TIN:** [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2200 W. Orangewood Ste 235 **CITY:** Orange **STATE:** CA **ZIP:** 92868

PHONE: 714-634-5770 **FAX:** 714-634-5786

SI [Signature] District Manager
(SIGNATURE) (TITLE)

Michael Yasutake mike.yasutake@sherwin.com
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] Sales Manager
(SIGNATURE) (TITLE)

Nevin Robinson Nevin.T.Robinson@sherwin.com
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature]
Director of Financial Management

4/23/14
Date

APPROVED AS TO FORM 4-23, 2014
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER LB-14-009

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of Ohio
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one): N/A

- Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

- Male Yes - Physically Challenged Under 65
 Female No – Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

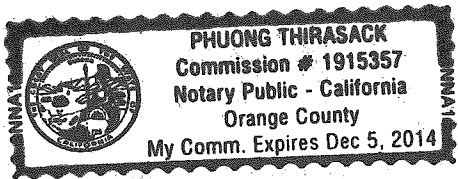
State of California

County of Orange }

On 10-24-13 before me, Phuong Thirasack, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nevin Robinson and Michael Yasukochi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

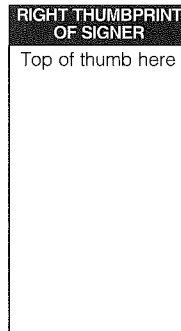
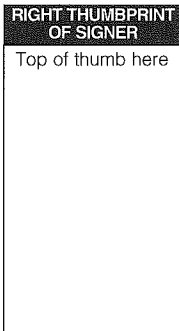
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 10-24-13 Before me, Phuong Thirasack, Notary Public
DATE NAME, TITLE OF OFFICER E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Nevin Robinson and Michael Yasukochi
NAME(S) OF SIGNER(S)

~~#~~ ^{P.T.} personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____
Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: OCTOBER 24, 2013
TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

LENORE BLUEFORD (562) 570-5384
BUYER II TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to

INSTRUCTIONS TO BIDDERS

comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:**

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

CONTRACT – GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

D. Indemnity

- a. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this contract, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
 - b. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.
 - c. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
 - d. The provisions of this Section shall survive the expiration or termination of this contract.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

SPECIAL CONDITIONS

**PROVIDING PAINT, INCLUDING MARINE PAINT AND RELATED SUPPLIES.
AIR TOOLS, HAND TOOLS, OR TOOL ACCESSORIES WILL NOT BE SOLD ON
THIS CONTRACT.**

CONTRACT PERIOD

Twenty-four months after date of award or from the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one (1) year each in accordance with terms and conditions stated herein.

In addition, it is agreed that if the City intends to exercise its extension option for the two additional one year periods, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. The City reserves the right to accept or reject any price increase and to cancel the extension notice if price increases are not acceptable. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

BASIS OF AWARD

Quantities will not be considered in making this award. The award will be based on the unit prices given.

VENDOR CONTACT INFORMATION:

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name).

Contact Name: Kao Lee

Contact Direct Phone: 951-323-6580

Contact Cell: same

Contact Fax: 562-490-3669

Contact E-mail: swrep4994@sherwin.com

REFERENCES

The Bidder shall furnish, with the bid on a separate sheet, a list of five (5) current customers (including company name, street address, telephone number, and contact person) for whom the Bidder has provided similar items. The City intends to contact these customers to determine reliability, performance, and other information. Failure to include this information may void the bid if the City has no prior experience with the Bidder.

BOND PROVISIONS N/A

SPECIAL CONDITIONS

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Relations Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Relations Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Relations Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Relations Bureau Manager by the close of the business on the third (3rd) business day.

The Business Relations Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information. This decision shall be final.

The decision of the Business Relations Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

DELIVERY

Delivery shall include all handling, inside delivery and unloading charges to the various Departments of the City. The City reserves the right to make award based on delivery time quoted.

Delivery shall be made within twenty-four hours after receipt of order.

SPECIAL CONDITIONS

WILL CALL

The Contractor shall be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions must be provided by the Contractor.

SHIPPING INSTRUCTIONS

The Contractor shall arrange delivery with the City of Long Beach. Include all freight, shipping and handling, unloading charges to various departments in the unit price. Purchase orders are not restricted to one delivery location within the City of Long Beach. The City reserves the right to make award based on delivery time quoted.

MINIMUM ORDERS

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected.

BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by the using department. The Contractor must reference the BPO release number and not the BPO number on all invoices.

ON-LINE ORDERING AND CATALOGS

Does your company currently have on-line ordering: Yes X No

If the answer is no, does your company plan to have on-line ordering within the next twelve (12) months: Yes No

If your company currently provides on-line ordering, Bidder shall provide with the bid as a separate attachment any information pertaining to the Bidder's on-line catalog and internet ordering (including the web address/URL).

ALTERNATES OR EXCEPTIONS

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function and quality required. **If quoting an "equal" item, bidder shall submit all data supporting its claim that material or equipment is an "equal" at the time of bid submission.** Failure to provide supporting data may disqualify bid.

The phrase "or approved equal" means that the City Purchasing Agent or his designee, shall make the determination, in his sole discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality and features as the brand name or product from a particular supplier.

SPECIAL CONDITIONS

Bidders acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Bidders further acknowledge and agree that the City's approval of an "approved equal" product does not relieve the Contractor from its duty to meet the functional and performance requirements in the Specifications so that the Contractor may ultimately be required to replace the "approved equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, bidder accepts these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

PRICING

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City. **No price increases will be allowed during the first twenty-four (24) months of the Contract.** Prices shall be in accordance with those extended to other governmental agencies. Prices quoted must exclude State and City sales tax, and Federal excise tax. Prices must include all freight, shipping and handling, inside delivery and unloading charges to various departments, within the City of Long Beach, in the unit price.

PAYMENT REQUIREMENTS

The Contractor shall provide the invoice to the City with each billing. The invoice shall be sent to the Department contact. If the purchase order does specify the Department contact and address, the Contractor is responsible for obtaining the name and address of the Department contact upon order.

The Contractor shall submit upon completion of each order an invoice describing each service or items purchased. Itemization of invoices to include a detailed, description/summary of product or service performed (such as type of work performed, list of vehicle/materials with part numbers, labor hours charged listing tasks performed, authorizing authority of purchase, and the release purchase order number) and all applicable taxes on all invoices.

THE CITY WILL NOT PAY BASED ON THESE INVOICES, BUT INSTEAD WILL PAY BASED ON A MONTHLY SUMMARY INVOICE.

The Contractor shall submit an original plus two copies of the Monthly Summary Invoice, which shall be on the Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

SPECIAL CONDITIONS

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor shall provide a Material Safety Data Sheet (MSDS) as required by California General Industry Safety Order 5194 for all products that contain hazardous substances with the products shipped.

SUPPLEMENTAL CONDITIONS

Contact: How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide contact information.

Product MSDS Contact info

LOCATION

The Contractor must be located or have satellite warehouse within a 5-mile radius from the City of Long Beach.

FACILITY LOCATION: Address of the nearest store or distribution center:

711 Termino Ave, Long Beach, CA 90804

CATALOGS AND MISCELLANEOUS PURCHASES: Contractor shall submit current catalogs and/or price lists with bid. The various City departments shall be authorized to purchase miscellaneous items up to a maximum of \$250 per order. The catalog shall be used to purchase items that are not specifically listed in the bid.

Catalog No. Online, dated Current, 25 % discount

BID SECTION

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

SUMMARY OF BID ITEMS

Include all freight, shipping and handling, inside delivery and unloading charges to various departments, within the City of Long Beach, in the unit price. Please bid all items in these sections. Failure to do so may disqualify bid.

SECTION I

A. INTERIOR AND EXTERIOR PAINTS

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
01	GL	Exterior, 100% acrylic enamel, semi-gloss w/color retention, mildew resistant, strong adhesive durability, deep base white and stock colors, Dunn-Edwards W901 series or approved equal. State brand quoting: <u>SW Solo SG A76W51</u>	\$ <u>94.95</u>	5 gallon can
			\$ <u>18.99</u>	1 gallon can
02	GL	Exterior, vinyl-acrylic w/color retention mildew resistant, strong adhesive durability, deep base white and stock colors, Dunn-Edwards W201 series or approved equal. State brand quoting: <u>SW Acrystain Fl CK6688</u>	\$ <u>63.75</u>	5 gallon can
			\$ <u>12.75</u>	1 gallon can
03	GL	Exterior, gloss finish, water based, corrosion resistant, alkyd emulsion enamel, Vista Protec Alkyd Emulsion #9900 Gloss finish/White-P, or approved equal. State brand quoting: <u>SW ProMar 200 WB Alkyd</u>	\$ <u>99.95</u>	5 gallon can
			\$ <u>19.99</u>	1 gallon can
				Gl B35W8250
04	GL	Exterior, semi-gloss finish, water based, corrosion resistant, alkyd emulsion enamel, Vista Protec Alkyd Emulsion #9800 Semi-Gloss finish A, or approved equal. State brand quoting: <u>SW ProMar 200 WB Alkyd</u>	\$ <u>94.95</u>	5 gallon can
			\$ <u>18.99</u>	1 gallon can
				Gl B34W8250

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
05	GL	Undercoat, 100% acrylic enamel, Dunn-Edwards W707 or approved equal.	\$ <u>75.00</u>	5 gallon can
			\$ <u>15.00</u>	1 gallon can
		State brand quoting: <u>SW ProBlock Primer B51W20</u>		
06	GL	Interior, vinyl acrylic wall paint, flat, Dunn-Edwards W401 or approved equal.	\$ <u>75.00</u>	5 gallon can
			\$ <u>15.00</u>	1 gallon can
		State brand quoting: <u>SW ProMar 200 Zero Flat B30W6250</u>		
07	GL	Interior, 100% acrylic enamel, semi-gloss Dunn-Edwards W450 or approved equal.	\$ <u>85.00</u>	5 gallon can
			\$ <u>17.00</u>	1 gallon can
		State brand quoting: <u>SW ProMar 200 Zero SG B31W6250</u>		
08	GL	Enamel, floor and deck, grey, pure acrylic w/epoxy, Ellis #1106 or approved equal.	\$ <u>26.75</u>	1 gallon can
		State brand quoting: <u>SW Armorseal Treadplex B90W111</u>		
09	GL	Enamel, Aluminum Kwik-Silver #323, aluminum protective coating or approved equal.	\$ <u>n/a</u>	1 gallon can
		State brand quoting: <u>No Longer VOC Compliant</u>		
10	GL	Interior, oil based, semi-gloss	\$ <u>n/a</u>	1 gallon can
		State brand quoting: <u>No Longer VOC Compliant</u>		
11	GL	Enamel, oil based, alkaloid, exterior trim.	\$ <u>n/a</u>	5 gallon can
		State brand quoting: <u>No Longer VOC Compliant</u>		
12	GL	Exterior, latex for stucco	\$ <u>63.75</u>	5 gallon can
		State brand quoting: <u>SW Acrystain CK6688</u>		

SECTION II
B. SPRAY PAINTS

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
13	CN	Spray Paint – assorted stock colors, gloss, 13 oz can, Krylon or approved equal.	\$ <u>3.25</u>	per can
		State brand quoting: <u>SW Krylon</u>		
14	CN	Aerosol Paint – assorted stock colors, upside down, 17 oz can, Airvov or approved equal.	\$ <u>3.25</u>	per can
		State brand quoting: <u>SW Sherstripe 6500-77621</u>		

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
15	CN	Spray Paint – assorted stock colors, flat, 12 oz can State brand quoting: <u>SW Krylon 789-5691</u>	\$ <u>1.49</u>	per can
16	CN	Spray paint – assorted stock colors, gloss, 12 oz can. State brand quoting: <u>SW Krylon 441-9636</u>	\$ <u>1.49</u>	per can
17	CN	Spray paint – Chalk, White, Marking 17 oz. can, Aervoe White Ground Traffic #215, or approved equal. State brand quoting: <u>SW Sherliner 160-0006</u>	\$ <u>4.99</u>	per can
18	CN	Spray paint – Chalk, Yellow, Marking, 17 oz. can, Aervoe Yellow Ground Traffic #218, or approved equal. State brand quoting: <u>SW Sherliner 160-0014</u>	\$ <u>4.99</u>	per can
19	CN	Spray paint – Zero-Rust Aerosol, Gray #28-61, 12 oz can, or approved equal (sample required before quoting). State brand quoting: <u>SW Controls Rust 155-0419</u>	\$ <u>2.99</u>	per can

SECTION III
C. PAINT TINT

UNIT PRICES ARE PER ONE-GALLON CAN UNLESS OTHERWISE INDICATED. COLORS AND STOCK NUMBERS ARE FOR COLORTREND BY TENNCO BIDDER IS REQUESTED TO BID COLORTREND OR APPROVED EQUAL.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>BRAND QUOTING</u>
20	QT	Perm Yellow (AK) GP8804	\$ <u>n/a</u>	<u>n/a</u>
21	QT	Chrome Oxide (K) GP8805	\$ <u>n/a</u>	<u>n/a</u>
22	QT	Thalo Green (D) GP8811	\$ <u>n/a</u>	<u>n/a</u>
23	QT	Thalo Blue (E) GP8814	\$ <u>n/a</u>	<u>n/a</u>
24	QT	Red Iron Oxide (F) GP8835	\$ <u>n/a</u>	<u>n/a</u>
25	QT	Stay Fast Red (H) GP8887	\$ <u>n/a</u>	<u>n/a</u>
26	QT	Brown Iron Oxide (I) GP8872	\$ <u>n/a</u>	<u>n/a</u>
27	QT	Gabibzol Violet (J) GP8895	\$ <u>n/a</u>	<u>n/a</u>
28	QT	Per Cal Orange (GX) GP8879	\$ <u>n/a</u>	<u>n/a</u>
29	QT	Raw Umber (L) GP8809	\$ <u>n/a</u>	<u>n/a</u>
30	QT	Yellow Oxide © GP8810	\$ <u>n/a</u>	<u>n/a</u>
31	QT	Lamp Black (B) GP8807	\$ <u>n/a</u>	<u>n/a</u>

BID SECTION

SECTION IV

D. INDUSTRIAL PAINT

UNIT PRICES ARE PER ONE-GALLON CAN UNLESS OTHERWISE INDICATED. COLORS AND STOCK NUMBERS ARE FOR ELLIS PAINT. BIDDER IS REQUESTED TO BID ELLIS PAINT OR APPROVED EQUAL.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	<u>BRAND QUOTING</u>
32		Enamel, White	1100	\$ 22.99	SW Metalatex B42W111
33		Enamel, Green	1127	\$ 22.99	SW Metalatex B42T104
<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	<u>BRAND QUOTING</u>
34		Enamel, Blue	1164	\$ 22.99	SW Metalatex B42T104
35		Enamel, Orange	1115	\$ 37.99	SW Metalatex B42E39
36		Enamel, Red	1110	\$ 38.99	SW Metalatex B42R38
37		Primer, Gray (H)	683	\$ 27.99	SW Pro IM B66A310
38		Primer, Red oxide	682	\$ 27.99	SW Pro IM B66N310

SECTION V

E. MARINE PAINTS AND SUPPLIES

UNITPRICES ARE PER ONE GALLON CAN UNLESS OTHERWISE INDICATED.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>		<u>UNIT PRICE</u>	
39	GL	Woolsey Waterbax Neptune II-50 or approved equal. State brand quoting: <u>No Longer VOC Compliant</u>		\$ <u>n/a</u>	1 gallon can
40	GL	Multitox B50 Sloughing or approved equal. State brand quoting: <u>No Longer VOC Compliant</u>		\$ <u>n/a</u>	1 gallon can
41	GL	Supertox B70 Hard Antifoaling or approved equal. State brand quoting: <u>SW Proline 1088 Antifoaling (Blue)</u>		\$ <u>115.00</u>	1 gallon can
42	GL	Marine Top Side Enamel 100 or approved equal. State brand quoting: <u>SW Proline 1000 Oil Enamel (White)</u>		\$ <u>55.00</u>	1 gallon can
43	GL	Fiberglass Non-sanding primer, 2-part, P619 A&B State brand quoting: <u>SW Proline 3006 Primer</u>		\$ <u>69.99</u>	1 gallon can
44	GL	Marine undercoat 105 State brand quoting: <u>SW Proline 4006 Series</u>		\$ <u>69.99</u>	1 gallon can

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
45	GL	Marine undercoat U-109, 2-part A&B State brand quoting: <u>SW Proline 4009 Series</u>	\$ <u>69.99</u>	1 gallon can
46	GL	Linear Polyurethane LP100, 2-part A&B State brand quoting: <u>SW Proline 4800 (White)</u>	\$ <u>109.99</u>	1 gallon can
47	GL	Aquabrite Waterbase Top Side Enamel 2105 or approved equal. State brand quoting: <u>SW Pro IM HP Acrylic</u>	\$ <u>33.99</u>	1 gallon can
48	GL	Flag Ship marine Varnish 2015 or approved equal. State brand quoting: <u>SW Proline 4800 (Clear)</u>	\$ <u>95.00</u>	1 gallon can
49	GL	Glazing Putty, #4 State brand quoting: <u>SW Proline (8002)</u>	\$ <u>125.00</u>	1 gallon can
50	QT	Gel Coat, 2-part A&B State brand quoting: <u>n/a</u>	\$ <u>n/a</u>	1 quart can
51	PKG	Fiberglass Cloth & Mat State brand quoting: <u>n/a</u>	\$ <u>n/a</u>	1 pkg

SECTION VI
F. PAINT SUPPLIES

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
52	GL	Primer, wood – exterior, acrylic, Dunn-Edwards W708 or approved equal	\$65.00	5 gallon can
		State brand quoting: <u>SW Quick Dry Primer B51W8070</u>	\$13.00	1 gallon can
53	GL	Primer, wood – exterior, oil based State brand quoting: <u>SW ASE Oil Primer Quarts ONLY</u>	\$ <u>9.99/qt</u>	1 gallon can
54	QT	Varnish, Interior – Velvet sheen State brand quoting: <u>SW Minwax 6501-02809</u>	\$ <u>12.99</u>	1 quart can
55	QT	Varnish, Exterior – Spar, gloss, Dunn-Edwards or approved equal. State brand quoting: <u>SW Minwax 6501-02759</u>	\$ <u>12.99</u>	1 quart can
56	GL	Remover, Paint and Varnish, Certified State brand quoting: <u>SW Strypeeze 152-7720</u>	\$ <u>13.99</u>	1 gallon can

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
57	CN	Stain, Wood – National Paint Co. or approved equal. State brand quoting: <u>SW Minwax 160-4206</u>	\$ <u>3.99</u>	½ pint can
58	GL	Stain, Wood – Interior, oil based State brand quoting: <u>SW Minwax 163-4898</u>	\$ <u>6.99</u>	1 quart can
59	GL	Thinner, lacquer State brand quoting: <u>SW Lac Thin 160-0204</u>	\$ <u>11.99</u>	1 gallon can
60	CN	Thinner, lacquer State brand quoting: <u>n/a</u>	\$ <u>n/a</u>	12 oz can

SECTION VII

G. BRUSHES AND SUPPLIES

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	
61	EA	Brush, Sash – flat, 3", nylon, 3" x ¾" x 7/16" clear length, Purdy XL-Elasco or approved equal. State brand quoting: <u>SW Purdy</u>	\$ <u>14.99</u>	
62	EA	Brush, Sash – flat, 1", nylon, 1" x 7/16" x 2-1/4", clear length, black bristle, long handle, Purdy Nylo-Bow or approved equal. State brand quoting: <u>SW Purdy</u>	\$ <u>7.99</u>	
63	EA	Brush, Sash – flat, 2", polyester-nylon blend, 2" x 9/16" x 2-3/4", clear length, chisel trim, long handle, Purdy Nylo-Bow or approved equal. State brand quoting: <u>SW Purdy</u>	\$ <u>10.99</u>	
64	EA	Brush, Sash-angle, 2", polyester-nylon blend, 2" x 9/16" x 3-3/4", clear length, chisel trim, long handle, Purdy XL Glide or approved equal State brand quoting: <u>SW Purdy</u>	\$ <u>8.99</u>	
65	EA	Brush, Sash-Angle, 2", polyester-nylon blend, 2-1/2" x 5/8" x 3", clear length, chisel trim, long handle, Purdy XL Glide or approved equal. State brand quoting: <u>SW Purdy</u>	\$ <u>10.99</u>	
66	EA	Brush, Utility – throw away, 2-1/2 x 5/8" x 3", clear length, black bristle, Prager Comet or approved equal. State brand quoting: <u>sw 143-9496</u>	\$ <u>.55</u>	

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
67	EA	Brush – pure bristle, 3” State brand quoting: <u>SW 181-0076</u>	\$ <u>8.99</u>
68	EA	Brush, Varnish, pure bristle, 3-1/2” State brand quoting: <u>SW 171-3668</u>	\$ <u>10.99</u>

SECTION VIII

H. MISCELLANEOUS SUPPLIES

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
69	EA	Cover, Roller – 3/8” x 9”, Purdy White Dove or approved equal. State brand quoting: <u>SW Purdy</u>	\$ <u>2.99</u>
70	EA	Cover, Roller – 3/4” 9”, Purdy Golden Eagle (9HPD) or approved equal. State brand quoting: <u>SW Purdy</u>	\$ <u>2.99</u>
71	EA	Cover, Roller – 1/2” x 9”, Purdy Golden Eagle (9HPD) or approved equal. State brand quoting: <u>SW Purdy</u>	\$ <u>2.99</u>
72	EA	Frame, Roller – 9”, 5 wire heavy duty State brand quoting: <u>SW 180-1497</u>	\$ <u>1.49</u>
73	EA	Screen, Grid – 9” (for roller buckets) State brand quoting: <u>SW 144-0072</u>	\$ <u>1.29</u>
74	EA	Tray, Paint – 12” x 16” x 3” State brand quoting: <u>SW 170-9385</u>	\$ <u>1.95</u>
75	EA	Liner, Paint – 12” x 16” x 3” State brand quoting: <u>SW 162-6530</u>	\$ <u>.59</u>
76	EA	Tape, Masking – 1” x 60 yd State brand quoting: <u>SW 153-4916</u>	\$ <u>1.19</u>
77	EA	Tape, Masking – 2” x 60 yd State brand quoting: <u>SW 172-2297</u>	\$ <u>2.25</u>
78	EA	Tape, Masking – Scotch Blue 1 1/2” x 60 yd or approved equal. State brand quoting: <u>3M Scotch 965-8337</u>	\$ <u>3.95</u>

BID SECTION

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
79	EA	Tape, Masking – Scotch Blue 2” x 60 yd or approved equal. State brand quoting: <u>3M Scotch 821-8034</u>	\$ <u>4.99</u>

Contractor shall furnish parts as listed in current manufacturer’s catalogs or price lists.

State percentage discount allowed the City: 25 %

Price List No: _____ Dated: _____

Note: If catalog or price list is available in format other than print (i.e. CD, Internet Access, etc) bidder shall indicate media available:

<http://www.sherwin-williams.com/painting-contractors/products/catalog/categories/equipment-supplies/>

Delivery (Special Order): 2 Days after receipt of order. (If time shown is more than seven (7) calendar days after receipt of order, bid may be rejected)

Payment Terms: _____

PRICE INCREASE

This contract is subject to extension for two additional one-year periods from the date of expiration of this contract, at the option of the City, in accordance with the option granted in your bid.

- A. Prices shall not exceed 3 % During the first renewal period.
- B. Prices shall not exceed 3 % During the second renewal period.

Check-list of Additional Document Submittals:

- 1 CD or Flash drive with Excel pricing spreadsheet
- 2 Equal Benefits Compliance form (EBO)
- 3 Reference List
- 4 SBE Commitment Plan form
- 5 W-9

NOTE: Bidders that do not include the above check listed items with their bids will be deemed unresponsive and their bids will be rejected.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

ORDINANCE NO. ORD-09-0036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 2.73 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE" REQUIRING CONTRACTORS ON CITY CONTRACTS TO PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

WHEREAS, employee benefits comprise a significant portion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, the City of Long Beach prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, contractors with the City of Long Beach are required to comply with the City's nondiscrimination laws; and

WHEREAS, the City Council finds and determines that the public, health, safety and welfare will be furthered by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and between domestic partners and spouses of such employees;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

- 1 2.73.030 Contractors subject to requirements.
- 2 A. The following contractors are subject to this Chapter:
- 3 1. For-profit entities which enter into an agreement with
- 4 the City for public works or improvements to be performed, or for goods or
- 5 services to be purchased, for an amount of One Hundred Thousand Dollars
- 6 (\$100,000) or more; and
- 7 2. For-profit entities which generate Three Hundred Fifty
- 8 Thousand Dollars (\$350,000) or more in annual gross receipts and which
- 9 occupy City property pursuant to a written agreement for the exclusive use
- 10 or occupancy of said property for a term exceeding twenty-nine (29) days in
- 11 any calendar year.
- 12 B. The requirements of this Chapter shall only apply to those
- 13 portions of a contractor's operations that occur (i) within the City; (ii) on real
- 14 property outside the City if the property is owned by the City or if the City
- 15 has a right to occupy the property, and if the contractor's presence at that
- 16 location is connected to a contract with the City; and (iii) elsewhere in the
- 17 United States where work related to a City contract is being performed. The
- 18 requirements of this Chapter shall not apply to subcontracts or
- 19 subcontractors of any contract or contractor.
- 20 C. The City Manager or designee will provide a report to the City
- 21 Council regarding the implementation of this ordinance no later than one
- 22 year following the effective date of this Ordinance, and will consider among
- 23 other items, whether the dollar thresholds set forth in subsections (A) and
- 24 (B) should be modified.
- 25
- 26 2.73.040 Non-discrimination in provision of benefits.
- 27 A. No contractor subject to this Chapter pursuant to Section
- 28 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

1 equivalent benefits; or

2 3. Provide benefits neither to employees' spouses nor to
3 employees' domestic partners.

4 C. A contractor will not be deemed to be discriminating in the
5 provision of benefits where the implementation of policies ending
6 discrimination in benefits is delayed following the first award of a City
7 contract to a contractor after the effective date of this Chapter:

8 1. Until the first effective date after the first open
9 enrollment process following the date the contract with the City is executed,
10 provided that the contractor submits evidence that it is making reasonable
11 efforts to end discrimination in benefits. This delay may not exceed two (2)
12 years from the date the contract with the City is executed and only applies
13 to benefits for which an open enrollment process is applicable.

14 2. Until administrative steps can be taken to incorporate
15 nondiscrimination in benefits in the contractor's infrastructure. The timer
16 allotted for these administrative steps shall apply only to those benefits for
17 which administrative steps are necessary and may not exceed three (3)
18 months. An extension of this time may be granted at the discretion of the
19 City Manager upon the written request of a contractor, setting forth the
20 reasons that additional time is required.

21 3. Until the expiration of a contractor's current collective
22 bargaining agreement(s) where all of the following conditions have been
23 met:

24 a. The provision of benefits is governed by one or
25 more collective bargaining agreement(s); and

26 b. The contractor takes all reasonable measures to
27 end discrimination in benefits by either requesting that the union(s) involved
28 agree to reopen the agreement(s) in order for the contractor to take

1 whatever steps are necessary to end discrimination in benefits or by ending
2 discrimination in benefits without reopening the collective bargaining
3 agreement(s); and

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

20 Every contract subject to this Chapter shall contain provisions
21 requiring it to comply with the provisions of this Chapter as they exist on the
22 date when the contractor entered the contract with the City or when such
23 contract is amended. Such contract provisions may include but need not be
24 limited to the contractor's duty to promptly provide to the City documents
25 and information verifying its compliance with the requirements of this
26 Chapter and sanctions for noncompliance.

27 ///

28 ///

- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 of this Chapter for any contract or bid package advertised and made

1 available to the public, or any competitive or sealed bids received by the
2 City as of the effective date of this Chapter under the following
3 circumstances:

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 2.73.070 Retaliation and discrimination prohibited.

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

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enforcement of this Chapter.

2.73.080 Employee complaints to City.

A. An employee who alleges violation of any provision of the requirements of this Chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.

B. The City shall have the power to examine contractors' benefit programs covered by this Chapter.

C. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

2.73.090 Remedies.

A. Upon a finding by the City Manager that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided at law or in equity.

1. The City Manager shall be authorized to terminate said contract and bar the contractor from bidding on future contracts with the City for three (3) years from the effective date of the contract termination.

2. In the City Manager's sole discretion, a contractor found to have willfully violated the requirements of this Chapter may be required to pay liquidated damages.

3. The City may seek recovery of reasonable attorneys' fees and costs necessary for enforcement of this Chapter.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 B. Notwithstanding any provision of this Chapter or any other
2 Chapter to the contrary, no criminal penalties shall attach for any violation of
3 this Chapter.

4 C. No remedy set forth in this Chapter is intended to be exclusive
5 or a prerequisite for asserting a cause of action to enforce any rights
6 hereunder in a court of law. This Chapter shall not be construed to limit an
7 employee's right to bring a common law cause of action for wrongful
8 termination.

9 D. Nothing in this Chapter shall be interpreted to authorize a right
10 of action against the City.

11
12 Section 2. The City Clerk shall certify to the passage of this ordinance by
13 the City Council and cause it to be posted in three (3) conspicuous places in the City of
14 Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the
15 Mayor.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

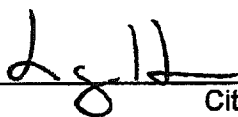
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.



City Clerk

Approved: 12/11/09 
(Date) _____ Mayor

ATTACHMENT "2"

Re: Please RUSH EBO comp. lnce
4994 Rep
to:
Lenore Blueford
08/13/2010 10:34 AM
Show Details

History: This message has been replied to and forwarded.

Lenore,

Please advise me on the following.

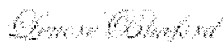
I had my legal team in corporate review your August 9, 2010 email and attachment, and it is our understanding based upon the information you sent, that we are not subject to the Equal Benefits Ordinance because the contract for Sherwin-Williams would be less than \$100,000. As a result, we will not be completing the attached documents. The bid for the City of Long Beach is very important to Sherwin-Williams. We want to make sure we are proceeding correctly in our business dealings with the City. Please advise me at your earliest convenience if I am incorrect on any of this information, and on how else to proceed. We look forward to doing business with the City of Long Beach in the future. Please don't hesitate to contact me anytime.

Regards,

Kao Lee

From: Lenore Blueford [Lenore.Blueford@longbeach.gov]
Sent: 08/09/2010 02:55 PM MST
To: 4994 Rep
Subject: Please RUSH EBO compliance

Please fill out, sign & return the attached EBO compliance Attachment 2 as soon as possible. Thank you for your immediate attention.



Buyer II
City of Long Beach
Financial Management - Purchasing Division
333 W. Ocean Blvd. - 7th Floor
Long Beach, CA 90802
(562) 570-5384 phone
(562) 570-5099 fax
lenora.blueford@longbeach.gov

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

See Attached

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

See Attached

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ____ Yes ____ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____ Yes ____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
____ Yes ____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____ Yes ____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? ____ Yes ____ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 24 day of October, 2013, at Orange, CA.

Name Michael Yasukochi Signature [Signature]

Title District Manager Federal Tax ID No. [Redacted]

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: The Sherwin-Williams Company Federal Tax ID No. [REDACTED]
Address: 101 Prospect Avenue
City: Cleveland State: OH ZIP: 44115
Contact Person: David S. Mansfield Telephone: (216) 515-4699
Email: dsmansfield@sherwin.com Fax: 216) 566-2553

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

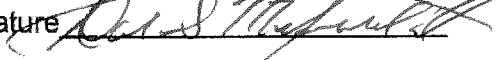
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 22 day of October, 2013, at Cleveland, Ohio

Name David S. Mansfield

Signature 

Title Vice President - Employee Benefits

Federal Tax ID No ██████████

for The Sherwin-Williams Company

ITB LB-14-009 Paint, Marine Paint & Supplies
 Sherwin-Williams

Summary of Bid Items

Section 1.A. Interior & Exterior Paints

Item	Unit	Description	Unit Price
1	GL	SW Solo SemiGloss A76W51	94.95 Fives 18.99 Gallons
2	GL	SW Acrystain Exterior Flat CK6688	63.75 Fives 12.75 Gallons
3	GL	SW ProMar 200 WB Alkyd Gloss B35W8250	99.95 Fives 19.99 Gallons
4	GL	SW ProMar 200 WB Alkyd SG B34W8250	94.95 Fives 18.99 Gallons
5	GL	SW Problock Primer B51W20	75 Fives 15 Gallons
6	GL	SW ProMar 200 Zero Flat B30W6250	75 Fives 15 Gallons
7	GL	SW ProMar 200 Zero Semigloss B31W6250	85 Fives 17 Gallons
8	GL	SW Armorseal Treadplex B90W111	26.75 Gallons
9	GL	No Longer Compliant	
10	GL	No Longer Compliant	
11	GL	No Longer Compliant	
12	GL	SW Acrystain Exterior Flat CK6688	63.75 Fives

Section II.B. Spray Paints

Item	Unit	Description	Unit Price
13	CN	SW Krylon	3.25
14	CN	SW Krylon 6500-77621	3.25
15	CN	SW Krylon 789-5691	1.49
16	CN	SW Krylon 441-9636	1.49
17	CN	SW Krylon Sherliner 160-0006	4.99
18	CN	SW Krylon Sherliner 160-0014	4.99
19	CN	SW Controls Rust 155-0419	2.99

Section III.C. Paint Tint

Item	Unit	Description	Unit Price
20	Qt	N/a	n/a
21	Qt	N/a	n/a
22	Qt	N/a	n/a
23	Qt	N/a	n/a
24	Qt	N/a	n/a
25	Qt	N/a	n/a
26	Qt	N/a	n/a
27	Qt	N/a	n/a

28 Qt	N/a	n/a
29 Qt	N/a	n/a
30 Qt	N/a	n/a
31 Qt	N/a	n/a

Section IV.D. Industrial Paint

Item	Unit	Description	Unit Price
32		1100 SW Metalatex B42W111	22.99
33		1127 SW Metalatex B42T104	22.99
34		1164 Sw Metalatex B42T104	22.99
35		1115 SW Metalatex B42E39	37.99
36		1110 SW Metalatex B42R38	38.99
37		683 SW Pro IM B66A310	27.99
38		682 SW Pro IM B66N310	27.99

Section V.E. Marine Paints and Supplies

Item	Unit	Description	Unit Price
39	GL	No Longer Compliant	n/a
40	GL	No Longer Compliant	n/a
41	GL	SW Proline 1088 Antifoaling (Blue)	115
42	GL	SW Proline 1000 Oil Enamel	55
43	GL	SW Proline 3006 Primer	69.99
44	GL	SW Proline 4006 Series	69.99
45	GL	SW Proline 4009 Series	69.99
46	GL	SW Proline 4800 White	109.99
47	GL	SW Pro IM HP Acrylic	33.99
48	GL	SW Proline 4800 Clear	95
49	GL	SW Proline 8002	125
50	Qt	No Longer Compliant	n/a
51	PKG	No Longer Compliant	n/a

Section VI.F. Paint Supplies

Item	Unit	Description	Unit Price
52	GL	SW Quick Dry Primer B51W8070	65 Fives 13 Gallons
53	GL	SW ASE Oil Primer A11W200 QUARTS ONLY	9.99 Quart
54	QT	SW Minwax 6501-02809	12.99 Quart
55	QT	SW Minwax 6501-02759	12.99 Quart
56	GL	SW Strypeeze 152-7720	13.99 Gallons
57	CN	SW Minwax 160-4206	3.99 1/2 pint
58	GL	SW Minwax 163-4898	6.99 Quart
59	GL	SW Lac Thin 160-0204	11.99 Gallons
60	CN	n/a	n/a

Section VII.G. Brushes and supplies

Item	Unit	Description	Unit Price
------	------	-------------	------------

61 EA	SW Purdy	14.99
62 EA	SW Purdy	7.99
63 EA	SW Purdy	10.99
64 EA	SW Purdy	8.99
65 EA	SW Purdy	10.99
66 EA	SW Purdy 143-9496	0.55
67 EA	SW Purdy 181-0076	8.99
68 EA	SW Purdy 171-3668	10.99

Section VII.H. Miscellaneous Supplies

Item	Unit	Description	Unit Price
69 EA		SW Purdy 3/8"	2.99
70 EA		SW Purdy 3/4"	2.99
71 EA		SW Purdy 1/2"	2.99
72 EA		SW 180-1497	1.49
73 EA		SW 144-0072	1.29
74 EA		SW 170-9385	1.95
75 EA		SW 162-6530	0.59
76 EA		SW 153-4916	1.19
77 EA		SW 172-2297	2.25
78 EA		3M Scotch 965-8337	3.95
79 EA		3M Scotch 821-8034	4.99

October 24, 2013

The City of Long Beach, CA

The Sherwin Williams Company is a multi-national corporation headquartered in Cleveland, Ohio. The company is publicly traded on the New York Stock Exchange (SHW.) The company operates over 3,400 factory-owned stores located in the 50 states, the District of Columbia, and Canada. In calendar year 2011, Sherwin Williams's sales were over \$8 billion. The company is vertically integrated.

The Sherwin Williams Company is continually making efforts to secure minority business participation in our business activities. Among these efforts are:

- 1) In 2001 Sherwin Williams became a charter member of the Cleveland Commission on Economic Inclusion and Partnership, which is a civic, private and non-profit sector organization designed to improve Minority purchasing opportunities, improve minority Board of Directors presence and improve supported the Commission, with Chris Connor, Sherwin-Williams CEO, being the Co-Chair of the Supplier Diversity Committee from 2001 to 2004 and now Co-Chairing the overall commission
- 2) As part of our work with the Supplier Diversity Committee, Sherwin Williams created the first *Matchmaker Event* in the Northeastern region of Ohio, inviting over one hundred Minority Business Enterprises in nine product or service categories to meet with purchasing agents from the company. Two major contracts were announced at the conclusion of the *Matchmaker Event*. Since then, the Commission has conducted a *Matchmaker Event* every quarter.
- 1) Chris Connor, Chief Executive Officer of The Sherwin Williams Company, recently won a leadership award from the Urban League for his work with the Supplier Diversity Commission.
- 2) Recently The Supplier Diversity Commission used \$20 million in start up funds to create *Minorities With Vision*, a venture capital fund to help minority business entities. The Sherwin-Williams Company donated to that fund and Mr. Connor sits on its Board of Directors.
- 3) The Sherwin-Williams Company mentors the Chicago chartered ShoreBank, a community based bank, in its efforts to support urban-based business in Cleveland, Ohio.

With regards to business with minority suppliers, in 2002 The Sherwin Williams Company began a systematic effort to better track our spending with all diverse suppliers. At that time, Sherwin-Williams's Consumer Division began to develop a mission statement to increase minority and women owned business enterprise purchasing. This has led to an effort by the Sherwin Williams Company in association with Dunn and Bradstreet and Supplier Gateway (a Minority Owned Business Enterprise) to develop and implement a purchase tracking system. The June 2013 figures for this program are:

Minority Owned	USD	\$35,079,354.00	2.71%
Woman Owned	USD	\$36,336,187.00	2.81%

For 2012:	Classification	Currency Code	Amount	Percentage
	Minority Owned	USD	\$53,260,346.40	2.70%
	Minority Owned	CAD	360.93	1.82926E-07
	Small Business	USD	638238233	0.323470696
	Small Business	CAD	497054.69	0.000251916
	Hub Zone	USD	990095.71	0.000501798
	Labor Surplus	USD	1229293062	0.623027988
	Labor Surplus	CAD	1956202.18	0.000991439
	Woman Owned	CAD	3136	1.58938E-06
	Woman Owned	USD	\$48,855,952.34	2.48%
	Total		1973094443	1

Additionally, Sherwin Williams has partnered with the Minority Business Council (NOMBC) to provide supplier Diversity Training to a majority of our purchasing managers (Supplier Diversity 101.)

The company also seeks to increase opportunities to women and minorities within its own ranks through women's leadership conferences, diversity training and policies that promote diversity, as seen from the attached exhibit.

If you have any further questions, please feel free to contact me at (800) 723-8766 ext. 3161 and we will be happy to address your concerns.

Sincerely,

Craig C. Mackay
National Account Executive
The Sherwin Williams Company

SMALL BUSINESS ENTERPRISE PROGRAM

There will be a combined SBE/VSBE/LSBE goal of 1% on this contract.

**SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)**

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at www.longbeach.gov/purchasing/sbe.asp.

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to www.longbeach.gov/purchasing and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

Registration and certification are free to all businesses. As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit <http://www.longbeach.gov/purchasing/sbe.asp>.



COLB FORM SBE-2PD: SBE/VSBE/LSBE COMMITMENT PLAN FOR PRODUCTS/SUPPLIES CONTRACTS

SECTION 1

Project Name:		Date:	
VENDOR:		Prime Contract \$ Amount:	
Estimated \$ Value of Vendor's Participation:		Estimated % of Vendor's Participation:	
Estimated \$ Value of SBE Participation:		Estimated SBE % of Vendor's Contract \$ Amount:	
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:	
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:	

SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total <u>Prime</u> Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	<i>LSBE</i>	<i>1st tier sub</i>	<i>XYZ Prime Consultant</i>	<i>Land surveying</i>	<i>\$100,000</i>	<i>20%</i>
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	<i>VSBE</i>	<i>Supplier</i>	<i>ABC Land Surveyors</i>	<i>Surveying supplies</i>	<i>\$5,000</i>	<i>1%</i>
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	<i>SBE</i>	<i>Supplier</i>	<i>XYZ Prime Consultant</i>	<i>Blueprint Supplies</i>	<i>\$10,000</i>	<i>2%</i>

Completed by: Prime Consultant Contact (please print or type)

Phone #

Signature

Date

Email

**INSTRUCTIONS FOR COLB FORM SBE-2PD:
SBE/VSBE/LSBE COMMITMENT PLAN FOR PRODUCTS/SUPPLIES CONTRACTS**

SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime vendor is an SBE/VSBE/LSBE, list the prime vendor first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing/sbe.asp).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. The vendor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
 - a. locating the SBE/VSBE/LSBE on the City's website at (www.longbeach.gov/purchasing/sbe.asp).
 - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

		Yes	Yes				No	No	No
		Yes	Yes				No	No	No
PIONEER FIRE PROTECTION-5988	48327	Yes	Yes	VET	Veteran	No	No	No	No
		Yes	Yes	VET	Veteran	No	No	No	No
		Yes	Yes	VET	Veteran	No	No	No	No
		Yes	Yes	VET	Veteran	No	No	No	No
SCIENTIFIC REFRIGERATION-7686	54526	Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
SECURESKIN GLOVES INC	55402	Yes	Yes			No	No	No	No
SIGNAL TRIBUNE-2411	57202	Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
SOUTH COAST FIRE PROTECTION-4619	56918	Yes	Yes	WBE	Woman Owned Business Enterprise	No	No	No	No
SPRAY MART II	58169	Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
		Yes	Yes			No	No	No	No
SPRAY SOK CO INC	58179	Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
		Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
		Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
		Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
		Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
		Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
		Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
		Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
		Yes	Yes	NAT	Indian Tribes	Yes	Yes	No	No
TERMINIX OF IMPERIAL VALLEY	93888	Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
		Yes	Yes			No	Yes	Yes	Yes
UNITED FIRE & SAFETY-1249	73951	Yes	Yes	ASN	Asian	Yes	No	No	No
		Yes	Yes	ASN	Asian	Yes	No	No	No

Duns Number	Certification Number	Supplier Type	Currency Code	State	Amount
601330272		EXPENSE	USD	CA	139
601330272		EXPENSE	USD	CA	35
601330272		EXPENSE	USD	CA	98.38
009463456		EXPENSE	USD	CA	110
009463456		EXPENSE	USD	CA	110
009463456		EXPENSE	USD	CA	110
004923355		VENDOR	USD	CA	845
004923355		VENDOR	USD	CA	578.04
004923355		VENDOR	USD	CA	735
004923355		VENDOR	USD	CA	230
004923355		VENDOR	USD	CA	225.89
004923355		VENDOR	USD	CA	505
780837691		EXPENSE	USD	CA	370
780837691		EXPENSE	USD	CA	289
780837691		EXPENSE	USD	CA	370
057364481		EXPENSE	USD	CA	125
363464025		EXPENSE	USD	CA	345.9
363464025		EXPENSE	USD	CA	1295.34
363464025		EXPENSE	USD	CA	80.37
363464025		EXPENSE	USD	CA	402.63
144800034	W-P0312979	VENDOR	USD	CA	1546.13
144800034	W-P0312979	VENDOR	USD	CA	5008.87
144800034	W-P0312979	VENDOR	USD	CA	747.58
144800034	W-P0312979	VENDOR	USD	CA	1076.6
144800034	W-P0312979	VENDOR	USD	CA	1164.15
009459488	M-P0890527	EXPENSE	USD	CA	334.45
009459488	M-P0890527	EXPENSE	USD	CA	186.45
009459488	M-P0890527	EXPENSE	USD	CA	258.42
028729036	V-P0654043 W-P0654043	EXPENSE	USD	CA	180.18
618811848		REAL_ESTATE	USD	CA	7838.9
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7838.9
618811848		REAL_ESTATE	USD	CA	1781.75
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	198.48
618811848		REAL_ESTATE	USD	CA	7838.9
618811848		REAL_ESTATE	USD	CA	8321.83
618811848		REAL_ESTATE	USD	CA	1615.14
618811848		REAL_ESTATE	USD	CA	7537.4
840989594	W-P0087000	EXPENSE	USD	CA	2740
046487757		EXPENSE	USD	CA	94
829459957		EXPENSE	USD	CA	270
615951670		VENDOR	USD	CA	1080
615951670		VENDOR	USD	CA	180
009106477	W-P0022563	VENDOR	USD	CA	887.89
009106477	W-P0022563	VENDOR	USD	CA	1718.84
009106477	W-P0022563	VENDOR	USD	CA	1303.86
009106477	W-P0022563	VENDOR	USD	CA	219.68
009106477	W-P0022563	VENDOR	USD	CA	109.63
009106477	W-P0022563	VENDOR	USD	CA	3007.84
009106477	W-P0022563	VENDOR	USD	CA	1781.86
102772266		EXPENSE	USD	CA	723.13
841734809	W-P0651673	EXPENSE	USD	CA	136.95
795224757	W-P0322661	VENDOR	USD	CA	2631.44
795224757	W-P0322661	VENDOR	USD	CA	1149.71
795224757	W-P0322661	VENDOR	USD	CA	8457.38
795224757	W-P0322661	VENDOR	USD	CA	152.53
795224757	W-P0322661	VENDOR	USD	CA	475.2
795224757	W-P0322661	VENDOR	USD	CA	10355.3
795224757	W-P0322661	VENDOR	USD	CA	2676.15

795224757	W-P0322661	VENDOR	USD	CA	3489.26
795224757	W-P0322661	VENDOR	USD	CA	2251.16
795224757	W-P0322661	VENDOR	USD	CA	476.9
795224757	W-P0322661	VENDOR	USD	CA	3428.39
795224757	W-P0322661	VENDOR	USD	CA	9529.09
795224757	W-P0322661	VENDOR	USD	CA	6919.72
795224757	W-P0322661	VENDOR	USD	CA	11138.96
795224757	W-P0322661	VENDOR	USD	CA	280.71
795224757	W-P0322661	VENDOR	USD	CA	338.07
795224757	W-P0322661	VENDOR	USD	CA	706.02
795224757	W-P0322661	VENDOR	USD	CA	351.91
795224757	W-P0322661	VENDOR	USD	CA	3.15
795224757	W-P0322661	VENDOR	USD	CA	222
795224757	W-P0322661	VENDOR	USD	CA	500.94
795224757	W-P0322661	VENDOR	USD	CA	507.57
795224757	W-P0322661	VENDOR	USD	CA	1169.63
795224757	W-P0322661	VENDOR	USD	CA	5079.01
795224757	W-P0322661	VENDOR	USD	CA	679
795224757	W-P0322661	VENDOR	USD	CA	3075
795224757	W-P0322661	VENDOR	USD	CA	663.39
795224757	W-P0322661	VENDOR	USD	CA	1172.8
795224757	W-P0322661	VENDOR	USD	CA	528.56
795224757	W-P0322661	VENDOR	USD	CA	4823.8
795224757	W-P0322661	VENDOR	USD	CA	312.28
795224757	W-P0322661	VENDOR	USD	CA	700.49
120931469		EXPENSE	USD	CA	349
613702646		VENDOR	USD	CA	340
613702646		VENDOR	USD	CA	19529.35
073603953		VENDOR	USD	CA	147.2
073603953		VENDOR	USD	CA	375.36
073603953		VENDOR	USD	CA	433.03
073603953		VENDOR	USD	CA	730.93
073603953		VENDOR	USD	CA	227.17
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3816.84
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3852.4
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3739.44
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	14829.94
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3852.4
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3655.1
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16

112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3649
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3849.35
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	186.25
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	3188.4
054395777		VENDOR	USD	CA	549.4
926024407	M-P0328568 W-P0328568	VENDOR	USD	CA	4253
148067838		VENDOR	USD	CA	600
029328200		EXPENSE	USD	CA	150
063107098	M-P0751965	REAL_ESTATE	USD	CA	1676.25
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	3796
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
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063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
071693741		VENDOR	USD	CA	17928.3
071693741		VENDOR	USD	CA	33186
071693741		VENDOR	USD	CA	223.81
071693741		VENDOR	USD	CA	1023.66
071693741		VENDOR	USD	CA	1948.66
071693741		VENDOR	USD	CA	335
071693741		VENDOR	USD	CA	4160
071693741		VENDOR	USD	CA	33312.99
071693741		VENDOR	USD	CA	3914.15
071693741		VENDOR	USD	CA	127
071693741		VENDOR	USD	CA	3673.32
071693741		VENDOR	USD	CA	19315.8
071693741		VENDOR	USD	CA	511.83
071693741		VENDOR	USD	CA	925
071693741		VENDOR	USD	CA	511.83
071693741		VENDOR	USD	CA	15720
071693741		VENDOR	USD	CA	50591.66
071693741		VENDOR	USD	CA	32707.99
071693741		VENDOR	USD	CA	29994
071693741		VENDOR	USD	CA	26280
071693741		VENDOR	USD	CA	3996
071693741		VENDOR	USD	CA	3070.98
071693741		VENDOR	USD	CA	14670
071693741		VENDOR	USD	CA	885.55
071693741		VENDOR	USD	CA	433.92
071693741		VENDOR	USD	CA	925
071693741		VENDOR	USD	CA	393
071693741		VENDOR	USD	CA	433.6
071693741		VENDOR	USD	CA	1382.1
071693741		VENDOR	USD	CA	2541.43
071693741		VENDOR	USD	CA	2551
071693741		VENDOR	USD	CA	4160
029043106		VENDOR	USD	CA	5975.08
029043106		VENDOR	USD	CA	4396.4
029043106		VENDOR	USD	CA	5364
029043106		VENDOR	USD	CA	4476
029043106		VENDOR	USD	CA	163.2
029043106		VENDOR	USD	CA	91.2
029043106		VENDOR	USD	CA	7894.49
029043106		VENDOR	USD	CA	1321.6
029043106		VENDOR	USD	CA	5904

029043106	VENDOR	USD	CA	48.27
029043106	VENDOR	USD	CA	4914
029043106	VENDOR	USD	CA	5970.93
029043106	VENDOR	USD	CA	514.2
029043106	VENDOR	USD	CA	5336.8
029043106	VENDOR	USD	CA	1680.6
029043106	VENDOR	USD	CA	3253.8
029043106	VENDOR	USD	CA	177.84
029043106	VENDOR	USD	CA	937.8
029043106	VENDOR	USD	CA	68.68
029043106	VENDOR	USD	CA	85.28
029043106	VENDOR	USD	CA	456
029043106	VENDOR	USD	CA	4602.2
029043106	VENDOR	USD	CA	1755.33
029043106	VENDOR	USD	CA	1080
029043106	VENDOR	USD	CA	372
029043106	VENDOR	USD	CA	3403.2
029043106	VENDOR	USD	CA	2556.37
029043106	VENDOR	USD	CA	112.56
029043106	VENDOR	USD	CA	229.99
029043106	VENDOR	USD	CA	5587.41
029043106	VENDOR	USD	CA	6769.57
029043106	VENDOR	USD	CA	101.7
029043106	VENDOR	USD	CA	4992
029043106	VENDOR	USD	CA	66.44
029043106	VENDOR	USD	CA	235.28
029043106	VENDOR	USD	CA	843.7
029043106	VENDOR	USD	CA	417.98
029043106	VENDOR	USD	CA	238.44
009687716	VENDOR	USD	CA	0
009687716	VENDOR	USD	CA	848.66
009687716	VENDOR	USD	CA	365.04
055115216	EXPENSE	USD	CA	3052.5
102913118	VENDOR	USD	CA	276.55
102913118	VENDOR	USD	CA	3053.8
102913118	VENDOR	USD	CA	1798.49
102913118	VENDOR	USD	CA	1237.5
102913118	VENDOR	USD	CA	351.3
102913118	VENDOR	USD	CA	624.27
102913118	VENDOR	USD	CA	672.46
102913118	VENDOR	USD	CA	45.53
102913118	VENDOR	USD	CA	3489.8
102913118	VENDOR	USD	CA	10486.3
102913118	VENDOR	USD	CA	157.74
102913118	VENDOR	USD	CA	518.95
102913118	VENDOR	USD	CA	2208.84
102913118	VENDOR	USD	CA	1615.21
102913118	VENDOR	USD	CA	5483.14
102913118	VENDOR	USD	CA	199.54
102913118	VENDOR	USD	CA	263.8
102913118	VENDOR	USD	CA	6876.3
102913118	VENDOR	USD	CA	1754.49
102913118	VENDOR	USD	CA	260.44
102913118	VENDOR	USD	CA	1960.89
102913118	VENDOR	USD	CA	1058.44
102913118	VENDOR	USD	CA	5271.4
102913118	VENDOR	USD	CA	1786.23
102913118	VENDOR	USD	CA	574
102913118	VENDOR	USD	CA	1744.12
102913118	VENDOR	USD	CA	793.45
102913118	VENDOR	USD	CA	149.11
102913118	VENDOR	USD	CA	704.1
102913118	VENDOR	USD	CA	419.52
102913118	VENDOR	USD	CA	4640.88
102913118	VENDOR	USD	CA	993.84
102913118	VENDOR	USD	CA	1643.9
102913118	VENDOR	USD	CA	963.25

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102913118		VENDOR	USD	CA	300.72
102913118		VENDOR	USD	CA	874.02
049348709		EXPENSE	USD	CA	84.36
049348709		EXPENSE	USD	CA	90.44
049348709		EXPENSE	USD	CA	100.45
049348709		EXPENSE	USD	CA	276.96
096101605	W-P0567701	VENDOR	USD	CA	829
096101605	W-P0567701	VENDOR	USD	CA	1913
096101605	W-P0567701	VENDOR	USD	CA	2597.72
096101605	W-P0567701	VENDOR	USD	CA	2891
555896542		EXPENSE	USD	CA	1185
037616393		ADVERTISING	USD	CA	315
037616393		ADVERTISING	USD	CA	315
072520810		EXPENSE	USD	CA	72
173804279		VENDOR	USD	CA	406.42
173804279		VENDOR	USD	CA	449.4
173804279		VENDOR	USD	CA	334.8
173804279		VENDOR	USD	CA	1957.99
173804279		VENDOR	USD	CA	370.33
173804279		VENDOR	USD	CA	98.26
173804279		VENDOR	USD	CA	629.43
173804279		VENDOR	USD	CA	665.75
173804279		VENDOR	USD	CA	265.3
173804279		VENDOR	USD	CA	399.5
173804279		VENDOR	USD	CA	61
173804279		VENDOR	USD	CA	370.33
173804279		VENDOR	USD	CA	362.95
173804279		VENDOR	USD	CA	240.3
173804279		VENDOR	USD	CA	162.5
173804279		VENDOR	USD	CA	715.2
173804279		VENDOR	USD	CA	373.75
173804279		VENDOR	USD	CA	1406.8
173804279		VENDOR	USD	CA	90.55
173804279		VENDOR	USD	CA	280.24
173804279		VENDOR	USD	CA	50
173804279		VENDOR	USD	CA	357.75
173804279		VENDOR	USD	CA	55.95
173804279		VENDOR	USD	CA	185.64
037621661		VENDOR	USD	CA	185.6
037621661		VENDOR	USD	CA	345.31
037621661		VENDOR	USD	CA	357.11
037621661		VENDOR	USD	CA	453.04
037621661		VENDOR	USD	CA	77.51
037621661		VENDOR	USD	CA	100.39
037621661		VENDOR	USD	CA	341.39
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
792313744		EXPENSE	USD	CA	90
792313744		EXPENSE	USD	CA	80
					\$986,193

Duns Number	Certification Number	Supplier Type	Currency Code	State	Amount
601330272		EXPENSE	USD	CA	139
601330272		EXPENSE	USD	CA	35
601330272		EXPENSE	USD	CA	98.38
009463456		EXPENSE	USD	CA	110
009463456		EXPENSE	USD	CA	110
009463456		EXPENSE	USD	CA	110
004923355		VENDOR	USD	CA	845
004923355		VENDOR	USD	CA	578.04
004923355		VENDOR	USD	CA	735
004923355		VENDOR	USD	CA	230
004923355		VENDOR	USD	CA	225.89
004923355		VENDOR	USD	CA	505
780837691		EXPENSE	USD	CA	370
780837691		EXPENSE	USD	CA	289
780837691		EXPENSE	USD	CA	370
057364481		EXPENSE	USD	CA	125
363464025		EXPENSE	USD	CA	345.9
363464025		EXPENSE	USD	CA	1295.34
363464025		EXPENSE	USD	CA	80.37
363464025		EXPENSE	USD	CA	402.63
144800034	W-P0312979	VENDOR	USD	CA	1546.13
144800034	W-P0312979	VENDOR	USD	CA	5008.87
144800034	W-P0312979	VENDOR	USD	CA	747.58
144800034	W-P0312979	VENDOR	USD	CA	1076.6
144800034	W-P0312979	VENDOR	USD	CA	1164.15
009459488	M-P0890527	EXPENSE	USD	CA	334.45
009459488	M-P0890527	EXPENSE	USD	CA	186.45
009459488	M-P0890527	EXPENSE	USD	CA	258.42
028729036	V-P0654043 W-P0654043	EXPENSE	USD	CA	180.18
618811848		REAL_ESTATE	USD	CA	7838.9
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7838.9
618811848		REAL_ESTATE	USD	CA	1781.75
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	7537.4
618811848		REAL_ESTATE	USD	CA	198.48
618811848		REAL_ESTATE	USD	CA	7838.9
618811848		REAL_ESTATE	USD	CA	8321.83
618811848		REAL_ESTATE	USD	CA	1615.14
618811848		REAL_ESTATE	USD	CA	7537.4
840989594	W-P0087000	EXPENSE	USD	CA	2740
046487757		EXPENSE	USD	CA	94
829459957		EXPENSE	USD	CA	270
615951670		VENDOR	USD	CA	1080
615951670		VENDOR	USD	CA	180
009106477	W-P0022563	VENDOR	USD	CA	887.89
009106477	W-P0022563	VENDOR	USD	CA	1718.84
009106477	W-P0022563	VENDOR	USD	CA	1303.86
009106477	W-P0022563	VENDOR	USD	CA	219.68
009106477	W-P0022563	VENDOR	USD	CA	109.63
009106477	W-P0022563	VENDOR	USD	CA	3007.84
009106477	W-P0022563	VENDOR	USD	CA	1781.86
102772266		EXPENSE	USD	CA	723.13
841734809	W-P0651673	EXPENSE	USD	CA	136.95
795224757	W-P0322661	VENDOR	USD	CA	2631.44
795224757	W-P0322661	VENDOR	USD	CA	1149.71
795224757	W-P0322661	VENDOR	USD	CA	8457.38
795224757	W-P0322661	VENDOR	USD	CA	152.53
795224757	W-P0322661	VENDOR	USD	CA	475.2
795224757	W-P0322661	VENDOR	USD	CA	10355.3
795224757	W-P0322661	VENDOR	USD	CA	2676.15

112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3649
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3849.35
112723861	M-P0253836 V-P0253836 V-P0253836 W-P0253836	VENDOR	USD	CA	3658.16
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	186.25
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	569.2
054395777		VENDOR	USD	CA	3188.4
054395777		VENDOR	USD	CA	549.4
926024407	M-P0328568 W-P0328568	VENDOR	USD	CA	4253
148067838		VENDOR	USD	CA	600
029328200		EXPENSE	USD	CA	150
063107098	M-P0751965	REAL_ESTATE	USD	CA	1676.25
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	3796
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
063107098	M-P0751965	REAL_ESTATE	USD	CA	8680
071693741		VENDOR	USD	CA	17928.3
071693741		VENDOR	USD	CA	33186
071693741		VENDOR	USD	CA	223.81
071693741		VENDOR	USD	CA	1023.66
071693741		VENDOR	USD	CA	1948.66
071693741		VENDOR	USD	CA	395
071693741		VENDOR	USD	CA	4160
071693741		VENDOR	USD	CA	33312.99
071693741		VENDOR	USD	CA	3914.15
071693741		VENDOR	USD	CA	127
071693741		VENDOR	USD	CA	3673.32
071693741		VENDOR	USD	CA	19315.8
071693741		VENDOR	USD	CA	511.83
071693741		VENDOR	USD	CA	925
071693741		VENDOR	USD	CA	511.83
071693741		VENDOR	USD	CA	15720
071693741		VENDOR	USD	CA	50591.66
071693741		VENDOR	USD	CA	32707.99
071693741		VENDOR	USD	CA	29994
071693741		VENDOR	USD	CA	26280
071693741		VENDOR	USD	CA	3996
071693741		VENDOR	USD	CA	3070.98
071693741		VENDOR	USD	CA	14670
071693741		VENDOR	USD	CA	885.55
071693741		VENDOR	USD	CA	433.92
071693741		VENDOR	USD	CA	925
071693741		VENDOR	USD	CA	393
071693741		VENDOR	USD	CA	433.6
071693741		VENDOR	USD	CA	1382.1
071693741		VENDOR	USD	CA	2541.43
071693741		VENDOR	USD	CA	2551
071693741		VENDOR	USD	CA	4160
029043106		VENDOR	USD	CA	5975.08
029043106		VENDOR	USD	CA	4396.4
029043106		VENDOR	USD	CA	5364
029043106		VENDOR	USD	CA	4476
029043106		VENDOR	USD	CA	163.2
029043106		VENDOR	USD	CA	91.2
029043106		VENDOR	USD	CA	7894.49
029043106		VENDOR	USD	CA	1321.6
029043106		VENDOR	USD	CA	5904

029043106	VENDOR	USD	CA	48.27
029043106	VENDOR	USD	CA	4914
029043106	VENDOR	USD	CA	5970.93
029043106	VENDOR	USD	CA	514.2
029043106	VENDOR	USD	CA	5396.8
029043106	VENDOR	USD	CA	1680.6
029043106	VENDOR	USD	CA	3253.8
029043106	VENDOR	USD	CA	177.84
029043106	VENDOR	USD	CA	937.8
029043106	VENDOR	USD	CA	68.68
029043106	VENDOR	USD	CA	85.28
029043106	VENDOR	USD	CA	456
029043106	VENDOR	USD	CA	4602.2
029043106	VENDOR	USD	CA	1755.33
029043106	VENDOR	USD	CA	1080
029043106	VENDOR	USD	CA	372
029043106	VENDOR	USD	CA	3403.2
029043106	VENDOR	USD	CA	2556.37
029043106	VENDOR	USD	CA	112.56
029043106	VENDOR	USD	CA	229.99
029043106	VENDOR	USD	CA	5587.41
029043106	VENDOR	USD	CA	6769.57
029043106	VENDOR	USD	CA	101.7
029043106	VENDOR	USD	CA	4992
029043106	VENDOR	USD	CA	66.44
029043106	VENDOR	USD	CA	235.28
029043106	VENDOR	USD	CA	843.7
029043106	VENDOR	USD	CA	417.98
029043106	VENDOR	USD	CA	238.44
009687716	VENDOR	USD	CA	0
009687716	VENDOR	USD	CA	848.66
009687716	VENDOR	USD	CA	365.04
055115216	EXPENSE	USD	CA	3052.5
102913118	VENDOR	USD	CA	276.55
102913118	VENDOR	USD	CA	3053.8
102913118	VENDOR	USD	CA	1798.49
102913118	VENDOR	USD	CA	1237.5
102913118	VENDOR	USD	CA	351.3
102913118	VENDOR	USD	CA	624.27
102913118	VENDOR	USD	CA	672.46
102913118	VENDOR	USD	CA	45.53
102913118	VENDOR	USD	CA	3489.8
102913118	VENDOR	USD	CA	10486.3
102913118	VENDOR	USD	CA	157.74
102913118	VENDOR	USD	CA	518.95
102913118	VENDOR	USD	CA	2208.84
102913118	VENDOR	USD	CA	1615.21
102913118	VENDOR	USD	CA	5483.14
102913118	VENDOR	USD	CA	199.54
102913118	VENDOR	USD	CA	263.8
102913118	VENDOR	USD	CA	6876.3
102913118	VENDOR	USD	CA	1754.49
102913118	VENDOR	USD	CA	260.44
102913118	VENDOR	USD	CA	1960.89
102913118	VENDOR	USD	CA	1058.44
102913118	VENDOR	USD	CA	5271.4
102913118	VENDOR	USD	CA	1786.23
102913118	VENDOR	USD	CA	574
102913118	VENDOR	USD	CA	1744.12
102913118	VENDOR	USD	CA	793.45
102913118	VENDOR	USD	CA	149.11
102913118	VENDOR	USD	CA	704.1
102913118	VENDOR	USD	CA	419.52
102913118	VENDOR	USD	CA	4640.88
102913118	VENDOR	USD	CA	993.84
102913118	VENDOR	USD	CA	1643.9
102913118	VENDOR	USD	CA	963.25

W-P0456223

102913118		VENDOR	USD	CA	300.72
102913118		VENDOR	USD	CA	874.02
049348709		EXPENSE	USD	CA	84.36
049348709		EXPENSE	USD	CA	90.44
049348709		EXPENSE	USD	CA	100.45
049348709		EXPENSE	USD	CA	276.96
096101605	W-P0567701	VENDOR	USD	CA	829
096101605	W-P0567701	VENDOR	USD	CA	1913
096101605	W-P0567701	VENDOR	USD	CA	2597.72
096101605	W-P0567701	VENDOR	USD	CA	2891
555896542		EXPENSE	USD	CA	1185
037616393		ADVERTISING	USD	CA	315
037616393		ADVERTISING	USD	CA	315
072520810		EXPENSE	USD	CA	72
173804279		VENDOR	USD	CA	406.42
173804279		VENDOR	USD	CA	449.4
173804279		VENDOR	USD	CA	334.8
173804279		VENDOR	USD	CA	1957.99
173804279		VENDOR	USD	CA	370.33
173804279		VENDOR	USD	CA	98.26
173804279		VENDOR	USD	CA	629.43
173804279		VENDOR	USD	CA	665.75
173804279		VENDOR	USD	CA	265.3
173804279		VENDOR	USD	CA	399.5
173804279		VENDOR	USD	CA	61
173804279		VENDOR	USD	CA	370.33
173804279		VENDOR	USD	CA	362.95
173804279		VENDOR	USD	CA	240.3
173804279		VENDOR	USD	CA	162.5
173804279		VENDOR	USD	CA	715.2
173804279		VENDOR	USD	CA	373.75
173804279		VENDOR	USD	CA	1406.8
173804279		VENDOR	USD	CA	90.55
173804279		VENDOR	USD	CA	280.24
173804279		VENDOR	USD	CA	50
173804279		VENDOR	USD	CA	357.75
173804279		VENDOR	USD	CA	55.95
173804279		VENDOR	USD	CA	185.64
037621661		VENDOR	USD	CA	185.6
037621661		VENDOR	USD	CA	345.31
037621661		VENDOR	USD	CA	357.11
037621661		VENDOR	USD	CA	453.04
037621661		VENDOR	USD	CA	77.51
037621661		VENDOR	USD	CA	100.39
037621661		VENDOR	USD	CA	341.39
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
031710742	W-P0225531	EXPENSE	USD	CA	50
792313744		EXPENSE	USD	CA	90
792313744		EXPENSE	USD	CA	80
					\$986,193

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) <i>Sherwin-Williams Company</i>	
Business name, if different from above <i>same</i>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <i>2200 W. Orange Wood Ave, Ste 235</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Orange, CA 92868</i>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <i>10/24/2013</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CSI Crossover Products

EXTERIOR PRIMERS						
Substrate	Product Type	Dunn-Edwards	Frazee	ICI	Sherwin-Williams	Vista
Concrete, Portland Cement, Plaster, Stucco	Single Component-Epoxy Fortified	W709 Eff-Stop	266 Epotilt	3030 Bond-Prep	B42WW49 Epoxy Primer	4600 Uniprime II
Concrete, Portland Cement, Plaster, Stucco	Premium Primer	W718 Super-Loc	562 AroGuard	18 Epoprime	A24W300 Loxon Primer	n/a
CMU (5 mil DFT)	Acrylic/ Vinyl Acrylic	W305 Blockfil	262 Block Filler	3010 Block Filler	B25W25 Block Filler	040 Block Kote
Wood	Acrylic	W708 E-Z Prime	168 Prime Plus	2000 Acrylic Primer	B42W41 A-100 Wood Primer	4200 Terminator II
Metal-Ferrous, Galvanized, Aluminum	Acrylic	W713 M-P Prime or Intercryl 520	561 Acrylic Metal Prime	4020 Devflex	B66W Pro Cryl	Galva Poxy 4500 White/4510 Red
Metal- (Kynar, Hylar, Etc.)	Acrylic	520 Intercryl	n/a	n/a	B66A50 DTM Bonding Primer	Carboline Rustbond Penetrating Primer

EXTERIOR FINISHES						
Substrate	Product Type	Dunn-Edwards	Frazee	ICI	Sherwin-Williams	Vista
Flat	100% Acrylic (Premium)	W701 Evershield	203 Duratec	2200 Acrylic Flat	A6 A-100 Flat	2000 Duratone
Flat	100% Acrylic (Level 2)	W704 Acri-Flat	209 Acri-Kote	2210 Durus Acrylic Flat	CK 6400 Acrylux	3000 Acribond or 2500 Duracrete
Eggshell	100% Acrylic (Premium)	W940 Permasshell	215 Royal Supreme	2402 Acrylic Satin	A82 A-100 Satin	8000 Carefree
Semi-Gloss	100% Acrylic (Premium)	W901 Permasheen	124 Mirro Glide	2406 Dulux Acrylic	A82 A-100 Gloss	8400 Carefree S/G
Elastomeric Coating-Smooth	Acrylic (Premium)	W370 Endurawall	216 EMC Smooth	2260 Decra-Flex	A5-400 ConFlex XL	500 Solotex Smooth
Elastomeric Coating-Textured	Acrylic	VIP 8300	218 EMC Textured	Decra-Flex 2270-Fine/Sand 2290-Coarse	A-5-800 ConFlex XL	

INTERIOR PRIMERS						
Substrate	Product Type	Dunn-Edwards	Frazee	ICI	Sherwin-Williams	Vista
Gypsum Board	Vinyl Acrylic	W101 Vinylastic	061 Aqua Seal	1030 PVA Sealer	B28WY2000 Hi Holdout Primer	1100 Hi Build Sealer
Plaster, Concrete	Vinyl Acrylic	W101 Vinylastic	061 Aqua Seal	3210 Gripper	B28W200 PrepRite Primer	4600 Uniprime II or 4000 Uniprime
CMU (5 mils DFT)	Acrylic/ Vinyl Acrylic	W305 Blockfil	262 Block Filler	3010 Latex Block Filler	B25W25 Int/Ext Block Filler	040 Block Kote
CMU - (10 mils DFT)	Acrylic/ Vinyl Acrylic	Interlac 895 Epoxy Esther	262 Block Filler	4000 Bloxfil Block Filler	B42W46 H D Block Filler	5199 Rustoleum Block Filler
Wood	Acrylic	W707	168	3210	B28W101	188

		Unikote	Prime Plus	Gripper	PrepHite Classic	Acrylic u/c
Wood	Alkyd	E22-1 Super U-365	367 Fraffo	1120 Oil Undercoater	B49WZ Water Red Alkyd Pr	088 Enamel u/c
Metal-Ferrous, Galvanized, Aluminum	Acrylic	Intercryl 520	561 Acrylic Metal Prime	4020 Devflex	B66W Pro Cryl	4500 Galva Poxy – White 4510-Red
Metal- Kynar, Hylar, etc.)	Acrylic	520 Intercryl	n/a	n/a	B66A50 DTM Bonding Primer	n/a

INTERIOR FINISHES

Finish	Product Type	Dunn-Edwards	Frazee	ICI	Sherwin-Williams	Vista
Flat	Acrylic/Vinyl (Level 1)	W401 Decovel	002 Majestic	1201 Dulux Ultra Velvet	B30W200 ProMar 200 Flat	8100 Carefree Flat
Flat	Acrylic/Vinyl (Level 2)	W420 Walltone	011 Velvin	1210 Ultra-Hide Flat	B30W400 ProMar 400 Flat	1000 Duraglide
Flat	Acrylic/Vinyl (Level 3)	W5950 Interior Latex Flat	017 Luxwall	1250 Speedwall	B30WY7004 ProMar 700	3600 Coverall
Eggshell	Acrylic/Vinyl (Level 1)	W440 Decosheen	022 Lo Glo	1402 Dulux Ultra	B20W200 ProMar 200	8000 Carefree
Eggshell	Acrylic/Vinyl (Level 2)	W7400 Spartashell	N/A	1412 Ultra-Hide	B20W400 ProMar 400	1700 Coverall
Semi-Gloss	Acrylic Non-Blocking/ Block Resistant	W901 Permasheen	124 Mirro Glide SG	1407 Dulux Ultra	B31 Solo Semi-Gloss	8400 Carefree
Semi-Gloss	Acrylic/Vinyl (Level 1)	W450 Decoglo	128 Satin Glide	1406 Dulux Professional	B31W200 ProMar 200 S/G	8400 Carefree
Semi-Gloss	Acrylic/Vinyl (Level 2)	W7500 Spartaglo	025 Acrysheen	1412 Ultra-Hide	B31W400 ProMar 400 Semi-Gloss	7000 Acriglo
Gloss	Acrylic Non-Blocking/ Block Resistant	W960 Permagloss	143 Mirro Glide Gloss	3020 Dulux	B21 Solo Gloss	8500 Carefree
Gloss	Acrylic/Vinyl (Level 1)	W960 Permagloss	143 Mirro Glide Gloss	3028 Dulux Gloss	B21 Series ProMar 200 Gloss	8500 Carefree
Gloss	Acrylic/Vinyl (Level 2)	W7600 Spartagloss	n/a	3038 Durus Acrylic	B21W410 ProMar 400 Gloss	7900 Premogloss

INTERIOR - DRYFALL

Finish	Product Type	Dunn-Edwards	Frazee	ICI	Sherwin-Williams	Vista
Flat Eggshell Semi-Gloss Gloss	Acrylic	W6079 Aquafall Flat W6078 Aquafall Low Sheen W6270 Aquafall Eggshell	504 - Flat Eggshell - n/a 523-Semi-Gloss Gloss - n/a	1280-Flat 1482-Eggshell 1486-S/G Gloss - n/a	Waterborne Acrylic Dryfall B42W1-Flat Call for Quote B42W2-Eg-Shel Semi Gloss-n/a Gloss-n/a	DF 12 Dryfall Acrylic Flat DF 11 Dry Fall Acrylic Eggshell SG-n/a Gloss-n/a

INTERIOR LOW ODOR - ZERO VOC

Substrate-	Product Type	Dunn-Edwards	Frazee	ICI	Sherwin-Williams	Vista
PRIMER: Gypsum Board, Plaster, Concrete	Vinyl Acrylic	W500 Sierra Sealer	061 Aqua Seal	LM 9116 Lifemaster	B11W44 Harmony Primer	6000 Earth Prime
FINISHES Flat Eggshell Semi-Gloss	Vinyl Acrylic	W501 Sierra Flat W540 Sierra Eggshell W550 Sierra Semi-Gloss	Envirokote 018Flat 029Eg 032SG	Lifemaster Series- LM 9100 Flat LM 9300-Egg LM 9200-S/G	B5 Harmony Flat B9 Harmony Eg-Shel B10 Harmony Semi-Gloss	6100 Earth Coat Flat 6300 Earth Coat Eggshell 6400 Earth Coat S/G

HIGH PERFORMANCE COATINGS

Finish	Product Type	Dunn-Edwards	Frazee	ICI	Sherwin-Williams	Vista
Semi Gloss 5-10 mils DFT	High Solids Epoxy	Interseal 670 HS	Amerlock 2	224 HS Devran Epoxy	B58-600 Series Macropoxy 646	Carboline 893
Gloss 2-4 mils DFT	Water Based Urethane	n/a	n/a	n/a	B65-700 Series Centurion	n/a

HIGH PERFORMANCE COATINGS - continued

Finish	Product Type	Dunn-Edwards	Frazee	ICI	Sherwin-Williams	Vista
Gloss 3-6 mils DFT	Acrylic Urethane	n/a	n/a	379 Devthane Urethane Gloss	B65 Series HS Polyurethane	Carboline 134HG
Gloss 2-4 mils DFT	DTM Acrylic	Intercryl 530	540 DTM	659 DTM Acrylic Gloss	B66-100 DTM Gloss	Rustoleum 3100 DTM
Semi Gloss 2-4 mils DFT	DTM Acrylic	N/A	n/a	4206 Acrylic Semi-Gloss	B42 Metalatex Semi-Gloss	AP12 Waterborne SG

MATERIAL SAFETY DATA SHEET

A76W51
08 00

DATE OF PREPARATION
Oct 15, 2013

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

A76W51

PRODUCT NAME

SOLO™ Interior/Exterior 100% Acrylic, Semi-Gloss, Extra White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
0.1	14464-46-1	Cristobalite		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.05 mg/m3 as Resp. Dust	
18	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	1*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	Not Applicable	Not Applicable	Not Applicable
	Applicable	Applicable	EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Required for long or repeated contact.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.23 lb/gal	1225 g/l
SPECIFIC GRAVITY	1.23	
BOILING POINT	212 - 213 °F	100 - 100 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	62%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	Not Available	
pH	9.3	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.14 lb/gal	17 g/l	Less Water and Federally Exempt Solvents
0.05 lb/gal	6 g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable
CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
14464-46-1	Cristobalite	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

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 (ocean, 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.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.			

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B35W8251
02 00

DATE OF PREPARATION
Dec 23, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B35W8251

PRODUCT NAME

PROMAR® 200 Interior Waterbased Acrylic-Alkyd Gloss Enamel, Extra White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300

*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
1	5131-66-8	Butoxypropanol		
		ACGIH TLV	Not Available	0.6 mm
		OSHA PEL	Not Available	
1	108-01-0	Dimethylethanol Amine		
		ACGIH TLV	Not Available	4.4 mm
		OSHA PEL	Not Available	
19	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	3*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use.

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

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.

Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	9.99 lb/gal	1197 g/l
SPECIFIC GRAVITY	1.20	
BOILING POINT	212 - 339 °F	100 - 170 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	65%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	8.8	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.63lb/gal 76g/l Less Water and Federally Exempt Solvents
0.24lb/gal 29g/l Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable
CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
5131-66-8	Butoxypropanol	LC50 RAT	4HR	Not Available
		LD50 RAT		1900 mg/kg
108-01-0	Dimethylethanol Amine	LC50 RAT	4HR	Not Available
		LD50 RAT		2340. mg/kg
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
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No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B34W8251
03 00

DATE OF PREPARATION
Dec 23, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B34W8251

PRODUCT NAME

PROMAR® 200 Interior Waterbased Acrylic-Alkyd Semi-Gloss Enamel, Extra White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
1	5131-66-8	Butoxypropanol ACGIH TLV OSHA PEL	Not Available Not Available	0.6 mm
1	108-01-0	Dimethylethanol Amine ACGIH TLV OSHA PEL	Not Available Not Available	4.4 mm
9	471-34-1	Calcium Carbonate ACGIH TLV OSHA PEL OSHA PEL	10 mg/m3 as Dust 15 mg/m3 Total Dust 5 mg/m3 Respirable Fraction	
17	13463-67-7	Titanium Dioxide ACGIH TLV OSHA PEL OSHA PEL	10 mg/m3 as Dust 10 mg/m3 Total Dust 5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMS Codes

Health	3*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
 Remove contaminated clothing and laundry before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.
 During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.
 Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.
 Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.
 Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
 Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.
 Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.
 When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.47 lb/gal	1254 g/l
SPECIFIC GRAVITY	1.26	
BOILING POINT	212 - 339 °F	100 - 170 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	63%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	8.8	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
0.65lb/gal	78g/l	Less Water and Federally Exempt Solvents
0.26lb/gal	31g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable****CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
5131-66-8	Butoxypropanol	LC50 RAT	4HR	Not Available
		LD50 RAT		1900 mg/kg
108-01-0	Dimethylethanol Amine	LC50 RAT	4HR	Not Available
		LD50 RAT		2340. mg/kg
471-34-1	Calcium Carbonate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

Not Regulated for Transportation.

B34W8251

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
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No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B28W8111
05 00

DATE OF PREPARATION
Nov 30, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B28W8111

PRODUCT NAME

Premium Wall & Wood Primer, Interior Latex, White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
1	112-34-5	2-(2-Butoxyethoxy)-ethanol	ACGIH TLV OSHA PEL	0.06 mm Not Available Not Available
0.3	14464-46-1	Cristobalite	ACGIH TLV OSHA PEL	0.025 mg/m3 as Resp. Dust 0.05 mg/m3 as Resp. Dust
31	471-34-1	Calcium Carbonate	ACGIH TLV OSHA PEL OSHA PEL	10 mg/m3 as Dust 15 mg/m3 Total Dust 5 mg/m3 Respirable Fraction
14	13463-67-7	Titanium Dioxide	ACGIH TLV OSHA PEL OSHA PEL	10 mg/m3 as Dust 10 mg/m3 Total Dust 5 mg/m3 Respirable Fraction

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMS Codes

Health	2*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
- SKIN:** Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
- INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet.
- INGESTION:** Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.
Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	12.76 lb/gal	1528 g/l
SPECIFIC GRAVITY	1.54	
BOILING POINT	212 - 448 °F	100 - 231 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	53%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	9.5	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	0.34lb/gal	41g/l
	0.16lb/gal	20g/l
	Less Water and Federally Exempt Solvents	
	Emitted VOC	

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
112-34-5	2-(2-Butoxyethoxy)-ethanol	LC50 RAT	4HR	Not Available
		LD50 RAT		5660 mg/kg
14464-46-1	Cristobalite	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
471-34-1	Calcium Carbonate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Glycol Ethers	1	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B30W8251
05 00

DATE OF PREPARATION
Nov 30, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B30W8251

PRODUCT NAME

PROMAR® 200 Interior Latex Flat Paint, Extra White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
1	112-34-5	2-(2-Butoxyethoxy)-ethanol	ACGIH TLV OSHA PEL	0.06 mm Not Available Not Available
5	1332-58-7	Kaolin	ACGIH TLV OSHA PEL OSHA PEL	2 mg/m3 as Resp. Dust 10 mg/m3 Total Dust 5 mg/m3 Respirable Fraction
4	12001-26-2	Mica	ACGIH TLV OSHA PEL	3 mg/m3 as Resp. Dust 3 mg/m3 as Resp. Dust
24	471-34-1	Calcium Carbonate	ACGIH TLV OSHA PEL OSHA PEL	10 mg/m3 as Dust 15 mg/m3 Total Dust 5 mg/m3 Respirable Fraction
12	13463-67-7	Titanium Dioxide	ACGIH TLV OSHA PEL OSHA PEL	10 mg/m3 as Dust 10 mg/m3 Total Dust 5 mg/m3 Respirable Fraction

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	2*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
- SKIN:** Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
- INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet.
- INGESTION:** Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.
Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.
When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	12.66 lb/gal	1516 g/l
SPECIFIC GRAVITY	1.52	
BOILING POINT	212 - 448 °F	100 - 231 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	55%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	9.3	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
0.37lb/gal	44g/l	Less Water and Federally Exempt Solvents
0.17lb/gal	20g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
112-34-5	2-(2-Butoxyethoxy)-ethanol	LC50 RAT	4HR	Not Available
		LD50 RAT		5660 mg/kg
1332-58-7	Kaolin	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
12001-26-2	Mica	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
471-34-1	Calcium Carbonate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Glycol Ethers	1	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B31W12251
04 00

DATE OF PREPARATION
Nov 30, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B31W12251

PRODUCT NAME

PROMAR® 200 Interior Latex Semi-Gloss Enamel, Extra White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
2	112-34-5	2-(2-Butoxyethoxy)-ethanol		
		ACGIH TLV	Not Available	0.06 mm
		OSHA PEL	Not Available	
4	471-34-1	Calcium Carbonate		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	15 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
13	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	2*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.34 lb/gal	1238 g/l
SPECIFIC GRAVITY	1.24	
BOILING POINT	212 - 448 °F	100 - 231 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	57%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	9.3	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.39lb/gal 46g/l Less Water and Federally Exempt Solvents
 0.17lb/gal 20g/l Emitted VOC

VOLATILE ORGANIC COMPOUNDS (VOC - As Applied)

<0.41 lb/gal <50 g/l Less Water and Federally Exempt Solvents

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable**
CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
112-34-5	2-(2-Butoxyethoxy)-ethanol	LC50 RAT	4HR	Not Available
		LD50 RAT		5660 mg/kg
471-34-1	Calcium Carbonate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Glycol Ethers	2	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

B31W12251

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B90W111
09 00

DATE OF PREPARATION
Dec 23, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B90W111

PRODUCT NAME

ARMORSEAL® TREAD-PLEX Water Based Acrylic Floor Coating, Extra White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
3	34590-94-8	2-Methoxymethylethoxypropanol		0.4 mm
		ACGIH TLV	100 PPM (Skin)	
		ACGIH TLV	150 PPM (Skin) STEL	
		OSHA PEL	100 PPM (Skin)	
		OSHA PEL	150 PPM (Skin) STEL	
18	471-34-1	Calcium Carbonate		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	15 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
12	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	1*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
- SKIN:** Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
- INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet.
- INGESTION:** Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.
During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.
Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.
Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.
Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.
Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.
When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.82 lb/gal	1296 g/l
SPECIFIC GRAVITY	1.30	
BOILING POINT	212 - 357 °F	100 - 180 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	57%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	9.2	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
0.82lb/gal	99g/l	Less Water and Federally Exempt Solvents
0.39lb/gal	47g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
34590-94-8	2-Methoxymethylethoxypropanol	LC50 RAT	4HR	Not Available
		LD50 RAT		5135 mg/kg
471-34-1	Calcium Carbonate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
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No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B59S11
24 00

DATE OF PREPARATION
Nov 28, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B59S11

PRODUCT NAME

SILVER-BRITE® Aluminum Paint

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
45	64742-88-7	Mineral Spirits		
		ACGIH TLV	100 PPM	2 mm
		OSHA PEL	100 PPM	
3	108-88-3	Toluene		
		ACGIH TLV	20 PPM	22 mm
		OSHA PEL	100 PPM (Skin)	
		OSHA PEL	150 PPM (Skin) STEL	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.
Prolonged overexposure to solvent ingredients in Section 2 may cause adverse effects to the liver, urinary, cardiovascular and reproductive systems.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists.
Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	2
Flammability	2
Reactivity	1

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
108 °F PMCC	1.0	7.0	Combustible, Flash above 99 and below 200 °F

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode when exposed to extreme heat.

Application to hot surfaces requires special precautions.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

DOL Storage Class II

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Contents are COMBUSTIBLE. Keep away from heat and open flame.

Consult NFPA Code. Use approved Bonding and Grounding procedures.

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

To minimize the possibility of spontaneous combustion: control the accumulation of overspray; soak wiping rags and waste immediately after use in a water-filled, closed metal container; air dry filters outside, far from any combustible material and separated by bricks or other non-combustible spacers; dispose of all contaminated materials and waste properly. Consult OSHA 29 CFR 1910.107(b)(5) and NFPA 33, Chapter 8 (8-9) for the proper procedures.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.

Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	7.87 lb/gal	942 g/l
SPECIFIC GRAVITY	0.95	
BOILING POINT	222 - 395 °F	105 - 201 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	58%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	3.76lb/gal	451g/l
	3.76lb/gal	451g/l
		Less Water and Federally Exempt Solvents
		Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable
CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

Contamination with Water, Acids, or Alkalis can cause evolution of hydrogen, which may result in dangerously increased pressures in closed containers.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

No ingredient in this product is an IARC, NTP or OSHA listed carcinogen.

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
64742-88-7	Mineral Spirits	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
108-88-3	Toluene	LC50 RAT	4HR	4000 ppm
		LD50 RAT		5000 mg/kg

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

May be Classed as a Combustible Liquid for U.S. Ground.

UN1263, PAINT, 3, PG III, (ERG#128)

Bulk Containers may be Shipped as:

UN1263, PAINT, COMBUSTIBLE LIQUID, PG III, (ERG#128)

Canada (TDG)

May be Classed as a Combustible Liquid for Canadian Ground.

UN1263, PAINT, CLASS 3, PG III, (ERG#128)

IMO

UN1263, PAINT, CLASS 3, PG III, (42 C c.c.), EmS F-E, S-E

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
108-88-3	Toluene	3	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

143-0230
02 00

DATE OF PREPARATION
Nov 29, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

143-0230

PRODUCT NAME

Rust Preventive Primer, Gray

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300

**for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)*

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
14	74-98-6	Propane	ACGIH TLV 2500 PPM OSHA PEL 1000 PPM	760 mm
13	106-97-8	Butane	ACGIH TLV 800 PPM OSHA PEL 800 PPM	760 mm
16	108-88-3	Toluene	ACGIH TLV 20 PPM OSHA PEL 100 PPM (Skin) OSHA PEL 150 PPM (Skin) STEL	22 mm
7	67-56-1	Methanol	ACGIH TLV 200 PPM (Skin) ACGIH TLV 250 PPM (Skin) STEL OSHA PEL 200 PPM (Skin) OSHA PEL 250 PPM (Skin) STEL	92 mm
28	67-64-1	Acetone	ACGIH TLV 500 PPM ACGIH TLV 750 PPM STEL OSHA PEL 1000 PPM	180 mm
5	14807-96-6	Talc	ACGIH TLV 2 mg/m3 as Resp. Dust OSHA PEL 2 mg/m3 as Resp. Dust	
3	13463-67-7	Titanium Dioxide	ACGIH TLV 10 mg/m3 as Dust OSHA PEL 10 mg/m3 Total Dust OSHA PEL 5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.

HMIS Codes

Health	3*
Flammability	3
Reactivity	0

Prolonged overexposure to solvent ingredients in Section 2 may cause adverse effects to the liver, urinary, cardiovascular and reproductive systems.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists. Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
 Remove contaminated clothing and launder before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	EXTINGUISHING MEDIA
Propellant < 0 °F	1.0	36.5	Carbon Dioxide, Dry Chemical, Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Containers may explode when exposed to extreme heat. Application to hot surfaces requires special precautions. During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Available

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep away from heat, sparks, and open flame. Vapors will accumulate readily and may ignite explosively. During use and until all vapors are gone: Keep area ventilated - Do not smoke - Extinguish all flames, pilot lights, and heaters - Turn off stoves, electric tools and appliances, and any other sources of ignition. Consult NFPA Code. Use approved Bonding and Grounding procedures. Contents under pressure. Do not puncture, incinerate, or expose to temperature above 120F. Heat from sunlight, radiators, stoves, hot water, and other heat sources could cause container to burst. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.
 Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
 Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2. When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

None required for normal application of aerosol products where minimal skin contact is expected. For long or repeated contact, wear chemical resistant gloves.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	6.56 lb/gal	786 g/l
SPECIFIC GRAVITY	0.79	
BOILING POINT	<0 - 238 °F	<-18 - 114 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	91%	
EVAPORATION RATE	Faster than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	7.0	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)
 Volatile Weight 52.35% Less Water and Federally Exempt Solvents

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable****CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage. IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
74-98-6	Propane	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
106-97-8	Butane	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
108-88-3	Toluene	LC50 RAT	4HR	4000 ppm
		LD50 RAT		5000 mg/kg
67-56-1	Methanol	LC50 RAT	4HR	64000 ppm
		LD50 RAT		5630 mg/kg
67-64-1	Acetone	LC50 RAT	4HR	Not Available
		LD50 RAT		5800 mg/kg
14807-96-6	Talc	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION
 No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD
 Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers. Do not incinerate. Depressurize container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

US Ground (DOT)
 May be classed as Consumer Commodity, ORM-D
 UN1950, AEROSOLS, 2.1, LIMITED QUANTITY, (ERG#126)

Canada (TDG)
 May be classed as Consumer Commodity, ORM-D
 UN1950, AEROSOLS, CLASS 2.1, LIMITED QUANTITY, (ERG#126)

IMO
 May be shipped as Limited Quantity
 UN1950, AEROSOLS, CLASS 2.1, LIMITED QUANTITY, EmS F-D, S-U

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
108-88-3	Toluene	16	
67-56-1	Methanol	7	
	Zinc Compound	3	1.5

CALIFORNIA PROPOSITION 65
 WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION
 All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B42W111
18 00

DATE OF PREPARATION
Dec 23, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B42W111

PRODUCT NAME

METALATEX® Semi-Gloss Acrylic Coating, Extra White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300

*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
1	112-34-5	2-(2-Butoxyethoxy)-ethanol		0.06 mm
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
3	471-34-1	Calcium Carbonate		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	15 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
13	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	2*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.

Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	9.68 lb/gal	1159 g/l
SPECIFIC GRAVITY	1.16	
BOILING POINT	212 - 448 °F	100 - 231 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	62%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	9.5	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.61lb/gal	73g/l	Less Water and Federally Exempt Solvents
0.24lb/gal	29g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable
CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
112-34-5	2-(2-Butoxyethoxy)-ethanol	LC50 RAT	4HR	Not Available
		LD50 RAT		5660 mg/kg
471-34-1	Calcium Carbonate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Glycol Ethers	2	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B66A310
16 00

DATE OF PREPARATION
Dec 23, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B66A310

PRODUCT NAME

PRO INDUSTRIAL™ PRO-CRYL® Universal Acrylic Primer, Gray

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300

*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
18	471-34-1	Calcium Carbonate		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	15 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
9	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	1*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.
During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.
Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.
Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation.
Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.
Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.75 lb/gal	1288 g/l
SPECIFIC GRAVITY	1.29	
BOILING POINT	212 - 213 °F	100 - 100 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	61%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	8.7	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	0.73lb/gal	88g/l
	0.31lb/gal	37g/l
		Less Water and Federally Exempt Solvents Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable
CONDITIONS TO AVOID
 None known.

INCOMPATIBILITY
 None known.

HAZARDOUS DECOMPOSITION PRODUCTS
 By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION
 Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
471-34-1	Calcium Carbonate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION
 No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

US Ground (DOT)
 Not Regulated for Transportation.

Canada (TDG)
 Not Regulated for Transportation.

IMO
 Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Zinc Compound	5	2.5
	Glycol Ethers	2	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B66W651
07 00

DATE OF PREPARATION
Dec 16, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B66W651

PRODUCT NAME

PRO INDUSTRIAL™ 0 VOC Acrylic Coating - Semi-Gloss, Extra White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
13	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMS Codes

Health	2*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT Not Applicable LEL N.A. UEL N.A. FLAMMABILITY CLASSIFICATION Not Applicable

EXTINGUISHING MEDIA
Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation. Avoid contact with skin and eyes. Avoid breathing vapor and spray mist. Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Required for long or repeated contact.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	9.52 lb/gal	1141 g/l
SPECIFIC GRAVITY	1.15	
BOILING POINT	212 - 213 °F	100 - 100 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	63%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	9.0	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
0.00lb/gal	0g/l	Less Water and Federally Exempt Solvents
0.00lb/gal	0g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable**
CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.			

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

B42W41
29 00

DATE OF PREPARATION
Dec 23, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B42W41

PRODUCT NAME

A-100® Exterior Latex Wood Primer, White

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
1	107-21-1	Ethylene Glycol		
		ACGIH TLV	100 MG/M3 CEILING (aerosol)	0.12 mm
		OSHA PEL	50 PPM CEILING	
0.1	14808-60-7	Quartz		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.1 mg/m3 as Resp. Dust	
0.9	14464-46-1	Cristobalite		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.05 mg/m3 as Resp. Dust	
5	14807-96-6	Talc		
		ACGIH TLV	2 mg/m3 as Resp. Dust	
		OSHA PEL	2 mg/m3 as Resp. Dust	
15	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
2	1314-13-2	Zinc Oxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.
Prolonged overexposure to solvent ingredients in Section 2 may cause adverse effects to the liver and urinary systems.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

HMIS Codes

Health	2*
Flammability	0
Reactivity	0

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
 Remove contaminated clothing and launder before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.
 During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.
 Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.
 Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation.
 Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
 Wash hands after using.
 This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).
 Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.
 Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.
 When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	11.17 lb/gal	1338 g/l
SPECIFIC GRAVITY	1.34	
BOILING POINT	212 - 500 °F	100 - 260 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	64%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	8.8	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
0.72lb/gal	87g/l	Less Water and Federally Exempt Solvents
0.28lb/gal	33g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

Ethylene Glycol is considered an animal teratogen. It has been shown to cause birth defects in rats and mice at high doses when given in drinking water or by gavage. There is no evidence to indicate it causes birth defects in humans.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
107-21-1	Ethylene Glycol	LC50 RAT LD50 RAT	4HR	Not Available 4700 mg/kg
14808-60-7	Quartz	LC50 RAT LD50 RAT	4HR	Not Available Not Available
14464-46-1	Cristobalite	LC50 RAT LD50 RAT	4HR	Not Available Not Available
14807-96-6	Talc	LC50 RAT LD50 RAT	4HR	Not Available Not Available
13463-67-7	Titanium Dioxide	LC50 RAT LD50 RAT	4HR	Not Available Not Available
1314-13-2	Zinc Oxide	LC50 RAT LD50 RAT	4HR	Not Available Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
107-21-1	Ethylene Glycol	1	
	Zinc Compound	2	1.7

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

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PRODUCT NAME: STRYPEEZE ORIGINAL

NFPA CODES: H F R
2 3 0

MSDS CODE: 100N

CHEMICAL EMERGENCY (SPILL, LEAK, FIRE) CHEMTREC (24 HOUR): 1-800-424-9300

DOT SHIPPING NAME AND LABELING: GROUND TRANSPORTATION: GALLON OR SMALLER, CONSUMER

COMMODITY - ORM-D; FIVE GALLON DRUM OR LARGER, PAINT RELATED

MATERIAL/3/UN1263/PGII - FLAMMABLE.

=====
SECTION I - MANUFACTURER IDENTIFICATION
EFFECTIVE: 10/10/2003

MANUFACTURER'S NAME: SAVOGRAN
ADDRESS : 259 LENOX STREET
PO BOX 130

NORWOOD, MA 02062-0130

PHONE : 781-762-5400

NAME OF PREPARER : MARK A. MONIQUE

==== SECTION II - HAZARDOUS INGREDIENTS UNDER OSHA HAZARD COMMUNICATION STD ===

INGREDIENTS	CAS NUMBER	WEIGHT PERCENT
* TOLUENE ACGIH 50 ppm TWA - SKIN, A4 OSHA 200 ppm TWA/300 ppm CEILING	108-88-3	35% - 40%
* METHANOL ACGIH (SKIN)/OSHA 200 ppm TWA ACGIH 250 ppm STEL-SKIN	67-56-1	20% - 25%
ACETONE ACGIH 500 ppm TWA/750 ppm STEL, A4 OSHA 1000 ppm TWA	67-64-1	15% - 20%
* DICHLOROMETHANE OSHA 25 ppm TWA/125 ppm STEL ACGIH 50 ppm TWA, A3	75-09-2	10% - 15%
PARAFFIN WAX ACGIH 2 mg/m3 TWA (fume)	8002-74-2	0% - 5%

CONSUMER PRODUCT SAFETY COMMISSION HAS ISSUED A STATEMENT OF POLICY FOR HOUSEHOLD PRODUCTS (INCLUDING PAINT REMOVERS) CONTAINING METHYLENE CHLORIDE. THE POLICY REQUIRES THAT LABELS FOR PRODUCTS CONTAINING METHYLENE CHLORIDE INCLUDE A STATEMENT OF PRINCIPAL HAZARD AND INDICATE THAT THE RISK TO THE USER IS RELATED TO THE LEVEL AND DURATION OF EXPOSURE. CALIFORNIA PROPOSITION 65: THE FOLLOWING STATEMENT IS MADE IN ORDER TO COMPLY WITH THE CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. THIS PRODUCT CONTAINS CHEMICALS (MARKED *) WHICH ARE SUBJECT TO REPORTING REQUIREMENTS OF SECTION 313 OF TITLE III OF THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 AND 40 CFR PART 372.

==== SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS =====

INITIAL BOILING POINT: 104F
VAPOR DENSITY: HEAVIER THAN AIR
EVAPORATION RATE: LESS THAN ETHER
PERCENT VOLATILE: ABOVE 90%
PH (1% IN H2O): 6-7
APPEARANCE AND ODOR: THICK ORANGE LIQUID W/AROMATIC ODOR

SPECIFIC GRAVITY: 0.88
VAPOR PRESSURE (CALCULATED): 139mmHg20C
MATERIAL V.O.C. (% BY WT.): 60
SOLUBILITY IN WATER: APPRECIABLE

==== SECTION IV - FIRE AND EXPLOSION HAZARD DATA =====

FLASH POINT: <20F METHOD USED: SETAFLASH CLOSED CUP

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FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: NO DATA UPPER: NO DATA

EXTINGUISHING MEDIA: WATER FOG, REGULAR FOAM, CARBON DIOXIDE OR DRY CHEMICAL.

SPECIAL FIREFIGHTING PROCEDURES:

WEAR SELF-CONTAINED BREATHING APPARATUS WITH FULL FACE PIECE OPERATED IN PRESSURE-DEMAND OR OTHER POSITIVE PRESSURE MODE. STRAIGHT WATER STREAM WILL SPREAD FIRE.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

VAPORS ARE HEAVIER THAN AIR AND MAY TRAVEL ALONG THE SURFACE, COLLECT IN LOW AREAS AND MAY BE MOVED BY VENTILATION AND MAY IGNITE EXPLOSIVELY AT LOCATIONS FAR REMOVED FROM HANDLING LOCATION. KEEP AWAY FROM HEAT, SPARKS AND OPEN FLAMES. USE ONLY IN EXPLOSION PROOF AREAS OR TURN OFF ELECTRICITY. DO NOT SMOKE OR PERMIT OTHERS TO DO SO. DO NOT OPERATE ELECTRIC SWITCHES OR MOTORS. PREVENT METAL OBJECTS FROM STRIKING OTHER OBJECTS WHICH MAY CAUSE SPARKS. TURN OFF PILOT LIGHTS, ELECTRIC IGNITERS AND ALL OTHER FLAMES. VAPORS CONTACTING FLAME, SPARKS OR HOT SURFACES MAY IGNITE EXPLOSIVELY OR PRODUCE GASES WHICH ARE TOXIC AND ARE CORROSIVE TO METALS. DO NOT USE WELDING OR CUTTING TORCHES ON OR NEAR CONTAINERS (EMPTY OR FULL) BECAUSE PRODUCT, INCLUDING RESIDUE, CAN IGNITE EXPLOSIVELY.

===== **SECTION V - REACTIVITY DATA** =====

STABILITY: STABLE

CONDITIONS TO AVOID:

SEE SECTION IV - UNUSUAL FIRE AND EXPLOSION HAZARDS

INCOMPATIBILITY (MATERIALS TO AVOID):

STRONG OXIDIZING AGENTS (E.G. NITRIC ACID, PERMANGANATES, ETC.) STRONG ALKALIES (E.G. NAOH AMMONIA, ETC.), STONG ACIDS (E.G. HCL, SULFURIC, ETC.) MAY REACT WITH ALUMINUM.

HAZARDOUS POLYMERIZATION: WILL NOT OCCUR.

===== **SECTION VI - HEALTH HAZARD DATA** =====

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE:

INHALATION OF VAPORS CAN CAUSE NASAL AND RESPIRATORY IRRITATION, DIZZINESS, WEAKNESS, FATIGUE, HEADACHE, NAUSEA, UNCONSCIOUSNESS AND ASPHYXIATION.

SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE:

SKIN: SHORT CONTACT MAY CAUSE SLIGHT REDDENING OR NO IRRITATION. PROLONGED OR FREQUENTLY REPEATED CONTACT CAN CAUSE IRRITATION DEFATTING, DERMATITIS AND MAY RESULT IN ABSORPTION OF HARMFUL AMOUNTS. EYE CONTACT CAN CAUSE SEVERE IRRITATION, REDNESS, TEARING, BLURRED VISION AND MAY CAUSE TRANSIENT INJURY TO CORNEA.

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE:

SOME INGREDIENTS IN THIS PRODUCT MAY BE ABSORBED THROUGH INTACT SKIN AND PRODUCE TOXIC EFFECTS SIMILAR TO SWALLOWING.

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INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE:

ASPIRATION OF MATERIAL INTO THE LUNGS CAN CAUSE CHEMICAL PNEUMONITIS WHICH CAN BE FATAL. INGESTION CAN CAUSE BLINDNESS, NAUSEA, VOMITING, DIARRHEA, GASTROINTESTINAL IRRITATION AND DEATH.

HEALTH HAZARDS (CHRONIC):

INTENTIONAL MISUSE BY DELIBERATELY CONCENTRATING AND INHALING THE PRODUCT MAY BE HARMFUL OR FATAL. REPORTS HAVE ASSOCIATED REPEATED AND PROLONGED OVEREXPOSURE TO SOLVENTS WITH PERMANENT BRAIN, NERVOUS SYSTEM, LIVER AND KIDNEY DAMAGE. FOR HAZARD COMMUNICATION PURPOSES UNDER OSHA STANDARD 29 CFR PART 1910.1200, METHYLENE CHLORIDE IS LISTED AS A POTENTIAL CARCINOGEN BY IARC. METHYLENE CHLORIDE HAS BEEN SHOWN TO INCREASE THE RATE OF SPONTANEOUSLY OCCURRING MALIGNANT TUMORS IN ONE STRAIN OF LABORATORY MOUSE AND BENIGN TUMORS IN LABORATORY RATS. OTHER ANIMAL STUDIES AND HUMAN EPIDEMIOLOGY STUDIES HAVE NOT SHOWN A TUMORIGENIC RESPONSE WHICH COULD BE RELATED TO METHYLENE CHLORIDE. EXCESSIVE EXPOSURE MAY CAUSE CARBOXYHEMOGLOBINEMIA AND IMPAIR BLOOD'S ABILITY TO TRANSPORT OXYGEN. IT IS BELIEVED THAT SAVOGRAN PRODUCTS ARE SAFE FOR THE AVERAGE HEALTHY INDIVIDUAL TO USE WHEN USED AS RECOMMENDED.

CARCINOGENICITY: NTP: YES IARC MONOGRAPHS: YES OSHA REGULATED: NO

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE:

PERSONS THOUGHT TO HAVE HEART OR RESPIRATORY PROBLEMS SHOULD SEEK MEDICAL ADVICE BEFORE USING SOLVENTS OF ANY KIND. IF SIGNS OF ALLERGY DEVELOP (BREATHING DIFFICULTY, EYE ITCHING, PROLONGED ITCHING OR REDNESS OF SKIN, HEADACHES, DIZZINESS, ETC.) DISCONTINUE USE OF PRODUCT IMMEDIATELY AND CONSULT A PHYSICIAN. CAUTION: DRINKING ALCOHOL SHORTLY BEFORE, DURING OR AFTER EXPOSURE TO SOME SOLVENTS MAY CAUSE UNDESIRABLE EFFECTS.

EMERGENCY AND FIRST AID PROCEDURES:

****SKIN CONTACT****: WASH THOROUGHLY WITH SOAP AND WATER. THOROUGHLY LAUNDRER CONTAMINATED CLOTHING BEFORE REUSE. ****EYE CONTACT****: FLOOD WITH PLENTY OF WATER WITH EYE LIDS HELD OPEN FOR AT LEAST 15 MINUTES AND GET MEDICAL ATTENTION PROMPTLY. ****INHALATION****: IF ILLNESS OCCURS, REMOVE PATIENT TO FRESH AIR. IF BREATHING IS DIFFICULT, GIVE OXYGEN. IF BREATHING HAS STOPPED, START ARTIFICIAL RESPIRATION. CALL PHYSICIAN IMMEDIATELY. ****SWALLOWING****: IMMEDIATELY GIVE 1 OR 2 GLASSES OF WATER AND CALL PHYSICIAN, HOSPITAL EMERGENCY ROOM OR POISON CONTROL CENTER FOR WAY TO INDUCE VOMITING. GET MEDICAL ATTENTION PROMPTLY. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. ASPIRATION OF MATERIAL INTO LUNGS CAN CAUSE CHEMICAL PNEUMONITIS WHICH CAN BE FATAL.

===== SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE =====

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:

REVIEW SECTION IV - UNUSUAL FIRE AND EXPLOSION HAZARDS. SMALL SPILLS: WIPE OR SCRAPE UP ANY MATERIAL. WASH AREA THOROUGHLY WITH DETERGENT AND WATER; VENTILATE ADEQUATELY WITH GOOD FRESH AIR MOVEMENT AT FLOOR LEVEL. LARGE SPILLS: WEAR PROPER PROTECTIVE EQUIPMENT. STOP SPILL AT SOURCE, DIKE AREA OF SPILL TO KEEP FROM SPREADING AND KEEP OUT OF GROUND WATER AND STREAMS. TRANSFER MATERIAL TO METAL CONTAINERS. ABSORB REMAINDER WITH SAND, CLAY, EARTH, FLOOR ABSORBENT OR OTHER MATERIAL AND SHOVEL INTO CONTAINERS. THEN WASH AREA THOROUGHLY WITH WATER AND DETERGENT. VENTILATE ADEQUATELY WITH GOOD FRESH AIR MOVEMENT AT FLOOR LEVEL. DO NOT RESTART PILOT LIGHTS OR OPERATE ELECTRICAL DEVICES OR OTHER SOURCES OF

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SPARKS, FLAMES OR HEAT UNTIL ALL VAPORS (ODORS) ARE GONE.

WASTE DISPOSAL METHOD:

REMOVERS CANNOT BE NEUTRALIZED FOR DISPOSAL INTO A SEWER. SOLVENTS MUST NOT BE DUMPED ON THE GROUND OR BE ALLOWED TO CONTAMINATE GROUND WATER, STREAMS, DRINKING WATER SOURCES OR OTHER BODIES OF WATER. SOLIDS COLLECTED FROM STRIPPING SHOULD BE SCREENED OUT. RECOVERED REMOVER, IF NOT CONTAMINATED WITH OTHER SOLVENTS OR WATER, MAY BE RECYCLED IN THE SYSTEM. DISPOSE OF CONTAMINATED REMOVER AS SPENT SOLVENT TO A LICENSED RECLAIMER. COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING:

STORE IN COOL PLACE, OUT OF HOT SUN AND BELOW 90F. ALL CONTAINERS ARE SUBJECT TO DAMAGE IN STORAGE AND TRANSIT. DAMAGED CONTAINERS MAY START LEAKING IMMEDIATELY OR AT A LATER TIME. DO NOT STORE FLAMMABLE MATERIALS IN AREAS WITH WIDELY FLUCTUATING TEMPERATURES AND DO NOT STORE WHERE VAPORS MAY COME IN CONTACT WITH FLAMES, SPARKS, OR HEAT. FLAMMABLE MATERIALS SHOULD NOT BE STORED IN BELOW GROUND AREAS THAT CANNOT BE ADEQUATELY VENTILATED AT FLOOR LEVEL. DO NOT USE CUTTING OR WELDING TORCHES NEAR FULL OR EMPTY CONTAINERS. CLOSED CONTAINERS MAY EXPLODE IF EXPOSED TO EXTREME HEAT. NEVER USE INTERNAL GAS OR AIR PRESSURE TO REMOVE CONTENTS FROM A CONTAINER. EMPTIED CONTAINERS MAY RETAIN PRODUCT RESIDUES (E.G. VAPOR AND LIQUID OR SOLIDS); THEREFORE, ALL PRECAUTIONS GIVEN IN THIS SHEET MUST BE OBSERVED UNTIL A CONTAINER IS THOROUGHLY CLEANED OR DESTROYED. ALL CONTAINERS MUST BE COMPLETELY DRAINED, (LESS THAN ONE INCH OF MATERIAL IN THE BOTTOM OF 55 GALLON CONTAINER) BEFORE DISPOSAL. IF POSSIBLE EMPTIED CONTAINER OF 55 GALLONS OR MORE SHOULD BE GIVEN TO RECONDITIONER FOR CLEANING.

OTHER PRECAUTIONS:

AVOID CONTACT WITH MATERIAL. DO NOT EAT, DRINK OR SMOKE WHEN HANDLING THIS MATERIAL.

===== SECTION VIII - CONTROL MEASURES =====

RESPIRATORY PROTECTION:

AT VAPOR CONCENTRATION BELOW EXPOSURE GUIDELINES - SEE SECTION II - NONE NEEDED. AIR-PURIFYING RESPIRATORS MAY NOT BE EFFECTIVE AND THEY ARE NOT RECOMMENDED FOR USE WITH THIS PRODUCT. IN POORLY VENTILATED AREAS AND IN EMERGENCIES, AN APPROVED SELF-CONTAINED BREATHING APPARATUS WITH A FULL FACE PIECE, OPERATED IN PRESSURE DEMAND OR OTHER POSITIVE PRESSURE MODE IS ADVISED. (SEE YOUR SAFETY EQUIPMENT SUPPLIER)

VENTILATION:

THE VAPORS ARE HEAVIER THAN AIR AND DUE CARE MUST BE EXERCISED TO PREVENT THEM FROM COLLECTING IN LOW, UNVENTILATED AREAS. VAPORS MAY TRAVEL ALONG THE FLOOR (EVEN UNDER AND AROUND CLOSED DOORS). ADEQUATE VENTILATION MUST BE PROVIDED WITH GOOD FRESH AIR MOVEMENT AT FLOOR LEVEL BY NORMAL CROSS VENTILATION OR PREFERABLY EXPLOSION PROOF EXHAUST FANS. LIMIT CONCENTRATION OF ANY SOLVENT IN AIR TO EXPOSURE GUIDELINES - SEE SECTION II.

PROTECTIVE GLOVES:

NEOPRENE, BUTYL OR SAFETY 4H LAMINATE GLOVE.

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EYE PROTECTION:

CHEMICAL GOGGLES OR SAFETY GLASSES WITH SIDE SHIELD. EYE WASH STATIONS WITH SAFETY SHOWERS SHOULD BE READILY AVAILABLE. PLASTIC GLASSES MAY BE DISSOLVED BY PAINT REMOVERS AND OTHER SOLVENTS.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT:

NO SPECIAL PROTECTIVE CLOTHING NEEDED; HOWEVER, WEAR LONG SLEEVED SHIRTS AND LONG PANTS TO PROTECT SKIN AGAINST SPLASHES AND SPILLS.

===== SECTION IX - DISCLAIMER =====

JUDGEMENT OF POTENTIAL HAZARDS OF THIS PRODUCT IS BASED ON INFORMATION AVAILABLE ABOUT INDIVIDUAL COMPONENTS LISTED UNDER SECTION II - INGREDIENTS. DIRECT TESTING OF MIXTURE HAS NOT BEEN DONE. FLASH POINT HAS BEEN TESTED. INFORMATION GIVEN HEREIN IS BELIEVED TO BE ACCURATE AND IS GIVEN IN GOOD FAITH; HOWEVER, NO WARRANTY EITHER EXPRESSED OR IMPLIED IS MADE. IT IS STRONGLY SUGGESTED THAT USERS CONFIRM IN ADVANCE OF NEED THAT THE INFORMATION IS CURRENT AND APPLICABLE TO THEIR SITUATIONS.

MATERIAL SAFETY DATA SHEET

10520/30520
06 00

DATE OF PREPARATION
Nov 27, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

10520/30520

PRODUCT NAME

MINWAX® Water-Based HELMSMAN® Urethane, Satin

MANUFACTURER'S NAME

MINWAX Company
10 Mountainview Road
Upper Saddle River, NJ 07458

Telephone Numbers and Websites

Product Information	(800) 523-9299
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
<i>*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)</i>	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
5	112-34-5	2-(2-Butoxyethoxy)-ethanol		
		ACGIH TLV	Not Available	0.06 mm
		OSHA PEL	Not Available	
2	872-50-4	1-Methyl-2-Pyrrolidone		
		ACGIH TLV	Not Available	1 mm
		OSHA PEL	Not Available	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	2
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
Remove contaminated clothing and laundry before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation. Avoid contact with skin and eyes. Avoid breathing vapor and spray mist. Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	8.72 lb/gal	1044 g/l
SPECIFIC GRAVITY	1.05	
BOILING POINT	212 - 448 °F	100 - 231 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	74%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	7.9	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	1.96lb/gal	235g/l
	0.67lb/gal	80g/l
	Less Water and Federally Exempt Solvents Emitted VOC	

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable
CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

No ingredient in this product is an IARC, NTP or OSHA listed carcinogen.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
112-34-5	2-(2-Butoxyethoxy)-ethanol	LC50 RAT	4HR	Not Available
		LD50 RAT		5660 mg/kg
872-50-4	1-Methyl-2-Pyrrolidone	LC50 RAT	4HR	Not Available
		LD50 RAT		4200 mg/kg

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
872-50-4	1-Methyl-2-Pyrrolidone	2	
	Glycol Ethers	5	

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

K119-SW
18 00

DATE OF PREPARATION
Dec 15, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

K119-SW

PRODUCT NAME

R7K119 Lacquer Thinner

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
<i>*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)</i>	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
25	64742-89-8	Lt. Aliphatic Hydrocarbon Solvent		
			ACGIH TLV 100 PPM	53 mm
			OSHA PEL 100 PPM	
33	108-88-3	Toluene		
			ACGIH TLV 20 PPM	22 mm
			OSHA PEL 100 PPM (Skin)	
			OSHA PEL 150 PPM (Skin) STEL	
0.9	100-41-4	Ethylbenzene		
			ACGIH TLV 100 PPM	7.1 mm
			ACGIH TLV 125 PPM STEL	
			OSHA PEL 100 PPM	
			OSHA PEL 125 PPM STEL	
5	1330-20-7	Xylene		
			ACGIH TLV 100 PPM	5.9 mm
			ACGIH TLV 150 PPM STEL	
			OSHA PEL 100 PPM	
			OSHA PEL 150 PPM STEL	
4	67-56-1	Methanol		
			ACGIH TLV 200 PPM (Skin)	92 mm
			ACGIH TLV 250 PPM (Skin) STEL	
			OSHA PEL 200 PPM (Skin)	
			OSHA PEL 250 PPM (Skin) STEL	
10	67-63-0	2-Propanol		
			ACGIH TLV 200 PPM	33 mm
			ACGIH TLV 400 PPM STEL	
			OSHA PEL 400 PPM	
21	67-64-1	Acetone		
			ACGIH TLV 500 PPM	180 mm
			ACGIH TLV 750 PPM STEL	
			OSHA PEL 1000 PPM	
1	112-07-2	2-Butoxyethyl Acetate		
			ACGIH TLV Not Available	1 mm
			OSHA PEL Not Available	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.

Prolonged overexposure to solvent ingredients in Section 2 may cause adverse effects to the liver, urinary, blood forming, cardiovascular and reproductive systems.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists.

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMS Codes

Health	3*
Flammability	3
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use.

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

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES**FLASH POINT**

1 °F TCC

LEL

0.5

UEL

36.5

FLAMMABILITY CLASSIFICATION

RED LABEL -- Extremely Flammable, Flash below 21 °F (-6 °C)

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode when exposed to extreme heat.

Application to hot surfaces requires special precautions.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

DOL Storage Class IB

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Contents are EXTREMELY FLAMMABLE. Keep away from heat, sparks, and open flame. Vapors will accumulate readily and may ignite explosively.

During use and until all vapors are gone: Keep area ventilated - Do not smoke - Extinguish all flames, pilot lights, and heaters - Turn off stoves, electric tools and appliances, and any other sources of ignition.

Consult NFPA Code. Use approved Bonding and Grounding procedures.

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	6.64 lb/gal	795 g/l
SPECIFIC GRAVITY	0.80	
BOILING POINT	132 - 384 °F	55 - 195 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	100%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	6.65lb/gal	797g/l
	5.25lb/gal	629g/l
		Less Water and Federally Exempt Solvents Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY
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STABILITY — Stable**CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage. Ethylbenzene is classified by IARC as possibly carcinogenic to humans (2B) based on inadequate evidence in humans and sufficient evidence in laboratory animals. Lifetime inhalation exposure of rats and mice to high ethylbenzene concentrations resulted in increases in certain types of cancer, including kidney tumors in rats and lung and liver tumors in mice. These effects were not observed in animals exposed to lower concentrations. There is no evidence that ethylbenzene causes cancer in humans.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
64742-89-8	Lt. Aliphatic Hydrocarbon Solvent	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
108-88-3	Toluene	LC50 RAT	4HR	4000 ppm
		LD50 RAT		5000 mg/kg
100-41-4	Ethylbenzene	LC50 RAT	4HR	Not Available
		LD50 RAT		3500 mg/kg
1330-20-7	Xylene	LC50 RAT	4HR	5000 ppm
		LD50 RAT		4300 mg/kg
67-56-1	Methanol	LC50 RAT	4HR	64000 ppm
		LD50 RAT		5630 mg/kg
67-63-0	2-Propanol	LC50 RAT	4HR	Not Available
		LD50 RAT		5045 mg/kg
67-64-1	Acetone	LC50 RAT	4HR	Not Available
		LD50 RAT		5800 mg/kg
112-07-2	2-Butoxyethyl Acetate	LC50 RAT	4HR	Not Available
		LD50 RAT		2400 mg/kg

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

US Ground (DOT)

1 Gallon and Less may be Classed as CONSUMER COMMODITY, ORM-D

Larger Containers are Regulated as:

UN1263, PAINT RELATED MATERIAL, 3, PG II, (ERG#128)

DOT (Dept of Transportation) Hazardous Substances & Reportable Quantities

Acetone 5000 lb RQ

Toluene 1000 lb RQ

Xylenes (isomers and mixture) 100 lb RQ

Bulk Containers may be Shipped as (check reportable quantities):

UN1263, PAINT RELATED MATERIAL, 3, PG II, (ERG#128)

Canada (TDG)

UN1263, PAINT RELATED MATERIAL, CLASS 3, PG II, (ERG#128)

IMO

UN1263, PAINT RELATED MATERIAL, CLASS 3, PG II, (-17 C c.c.), EmS

F-E, S-E, ADR (D/E)

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
108-88-3	Toluene	33	
100-41-4	Ethylbenzene	0.8	
1330-20-7	Xylene	5	
67-56-1	Methanol	4	
	Glycol Ethers	1	

K119-SW

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.

MATERIAL SAFETY DATA SHEET

A49V200
06 00

DATE OF PREPARATION
Nov 9, 2009

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

A49V200

PRODUCT NAME

WOOD CLASSICS® Interior Wood Oil Stain, Natural

MANUFACTURER'S NAME

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

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
<small>*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)</small>	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
51	64742-88-7	Mineral Spirits 140-Flash		0.5 mm
		ACGIH TLV	100 PPM	
		OSHA PEL	100 PPM	
0.4	100-41-4	Ethylbenzene		7.1 mm
		ACGIH TLV	100 PPM	
		ACGIH TLV	125 PPM STEL	
		OSHA PEL	100 PPM	
		OSHA PEL	125 PPM STEL	
2	1330-20-7	Xylene		5.9 mm
		ACGIH TLV	100 PPM	
		ACGIH TLV	150 PPM STEL	
		OSHA PEL	100 PPM	
		OSHA PEL	150 PPM STEL	
2	64742-95-6	Light Aromatic Hydrocarbons		3.8 mm
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	
3	95-63-6	1,2,4-Trimethylbenzene		2.03 mm
		ACGIH TLV	25 PPM	
		OSHA PEL	25 PPM	
0.1	136-52-7	Cobalt 2-Ethylhexanoate		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.
Prolonged overexposure to solvent ingredients in Section 2 may cause adverse effects to the liver, urinary and reproductive systems.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists.

HMIS Codes	
Health	2*
Flammability	2
Reactivity	0

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
- SKIN:** Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
- INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet.
- INGESTION:** Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
105 °F PMCC	0.7	7.0	Combustible, Flash above 99 and below 200 °F

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode when exposed to extreme heat.

Application to hot surfaces requires special precautions.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- Remove all sources of ignition. Ventilate the area.
- Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

DOL Storage Class II

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Contents are COMBUSTIBLE. Keep away from heat and open flame.

Consult NFPA Code. Use approved Bonding and Grounding procedures.

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.

Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	7.32 lb/gal	877 g/l
SPECIFIC GRAVITY	0.88	
BOILING POINT	281 - 416 °F	138 - 213 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	66%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
4.38lb/gal	525g/l	Less Water and Federally Exempt Solvents
4.38lb/gal	525g/l	Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable****CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage.

Ethylbenzene is classified by IARC as possibly carcinogenic to humans (2B) based on inadequate evidence in humans and sufficient evidence in laboratory animals. Lifetime inhalation exposure of rats and mice to high ethylbenzene concentrations resulted in increases in certain types of cancer, including kidney tumors in rats and lung and liver tumors in mice. These effects were not observed in animals exposed to lower concentrations. There is no evidence that ethylbenzene causes cancer in humans.

Cobalt and cobalt compounds are classified by IARC as possibly carcinogenic to humans (group 2B) based on experimental animal data, however, there is inadequate evidence in humans for its carcinogenicity.

TOXICOLOGY DATA

CAS No.	Ingredient Name			
64742-88-7	Mineral Spirits 140-Flash	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
100-41-4	Ethylbenzene	LC50 RAT	4HR	Not Available
		LD50 RAT		3500 mg/kg
1330-20-7	Xylene	LC50 RAT	4HR	5000 ppm
		LD50 RAT		4300 mg/kg
64742-95-6	Light Aromatic Hydrocarbons	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
95-63-6	1,2,4-Trimethylbenzene	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
136-52-7	Cobalt 2-Ethylhexanoate	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION**US Ground (DOT)**

May be Classed as a Combustible Liquid for U.S. Ground.
UN1263, PAINT, 3, PG III, (ERG#128)

DOT (Dept of Transportation) Hazardous Substances & Reportable Quantities

Xylenes (isomers and mixture) 100 lb RQ

Bulk Containers may be Shipped as (check reportable quantities):

UN1263, PAINT, COMBUSTIBLE LIQUID, PG III, (ERG#128)

Canada (TDG)

May be Classed as a Combustible Liquid for Canadian Ground.
UN1263, PAINT, CLASS 3, PG III, (ERG#128)

IMO

UN1263, PAINT, CLASS 3, PG III, (41 C c.c.), EmS F-E, S-E

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
100-41-4	Ethylbenzene	0.3	
1330-20-7	Xylene	2	
95-63-6	1,2,4-Trimethylbenzene	3	
	Cobalt Compound	0.1	0.02

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

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

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. 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.