



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: December 10, 2018

INVITATION TO BID #171-2018 Vehicle Undercoating and Rustproofing

Bid Opening Date: December 26, 2018

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Bid Opening Time: 2:00 PM

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Address: N/A

Pre Bid Time: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **12/26/2018**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: xxxxxxxxxxxx, Lexington, KY

<input checked="" type="checkbox"/> Bid Specifications Met	Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes _____ No		

Submitted by: Wildcat Window tinting & Spray in Bed liners
Firm Name

684 Grot Dr

Address

Lexington Ky 40505

City, State & Zip

Bid must be signed:
(original signature)

[Signature] Mgr.
Signature of Authorized Company Representative – Title

LARRY BAIN

Representative's Name (Typed or printed)

859-254-5463

Area Code - Phone - Extension

Fax #

254liner@gmail.com

E-Mail Address

Lexington-Fayette Urban County Government (Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Jessica Allinder Buyer	Address	200 East Main Street	Address
Email	jallinder@lexingtonky.gov			
Phone	(859) 2583320 x		Lexington, KY 40507	
Fax	(859) 2583322 x	Contact	Jessica Allinder	Contact
			Central Purchasing	
Bid Number	Bid 171-2018	Department		Department
Title	Vehicle Undercoating and Rustproofing	Building	Government Center Building	Building
Bid Type	Bid		Room 338	
Issue Date	12/10/2018 10:02 AM (ET)	Floor/Room		Floor/Room
Close Date	12/26/2018 02:00:00 PM (ET)	Telephone		Telephone
		Fax	(859) 2583322 x	Fax
		Email	jallinder@lexingtonky.gov	Email

Supplier Information

Company wildcat tint spray in bed liners (WILDCAT TINTING)
Address 684 GROT DR

 LEXINGTON, KY 40505
Contact Larry Bain or Brian Willhoite
Department
Building
Floor/Room
Telephone (859) 254-5463
Fax
Email 254liner@gmail.com
Viewed 12/10/2018 01:54:45 PM (ET)

Online responses are NOT being accepted for this procurement – All submittals must be delivered to the Division of Central Purchasing as indicated in the bid documents. No digital signature is required on this page.

Signature _____ Email _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Brian Willhoite, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is LARRY SAND BRAW Willhoite and he/she is the individual submitting the bid or is the authorized representative of Wildcat Tinting & Spray in Bed Liners the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. [Signature]

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brian Willhoite on this the 17 day of December, 2018.

My Commission expires: June 13, 2020

JOHNNIE BRANDON DEHART
Notary Public
Kentucky - State at Large
My Commission Expires Jun 13, 2020

[Signature]
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Green Seal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #171-2018 Vehicle Undercoating and Rustproofing

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or

hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
- (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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Wildcat Window Tinting & Spray on Bid Lines

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner

acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

12-17-18
Date

1.0 SCOPE OF BID

1.1 This specification describes the minimum requirements for undercoating/rustproofing a variety of new vehicles owned by Lexington Fayette Urban County Government.

2.0 REQUIREMENTS

2.1 Vendor shall spray under vehicle using a durable underbody undercoating/rustproofing sealant.

2.2 Vendor shall cover underbody of vehicle and include all seams and spot welds as well as rust prone areas.

2.3 Material shall be applied to the coatings manufacturer recommended thickness and shall be chip resistant.

3.0 NOTES

3.1 LFUCG shall be responsible for the delivery and pickup of completed vehicle from vendor.

3.2 Vendor shall be within a (15) fifteen mile radius of the LFUCG Fleet Service facility.

3.3 Any material sprayed on any outside painted surfaces or panels shall be removed before completed vehicle is to be picked up.

3.4 Vendor that has the ability to meet specification stated herein shall be awarded a price contract.

3.5 LFUCG request a 72 hour turn-around timeframe from the time vehicle arrives at vendor.

3.6 Bidder shall submit warranty information with bid package.

4.0 INSPECTION

4.1 Completed units shall be physically inspected by LFUCG personnel before vehicle is accepted.

5.0 PRICING

5.1 Pricing is to be installed in the required areas below:

A. Mid-size automobiles including but not limited to Ford Fusion and Ford Taurus Interceptor.

Price \$ 329⁰⁰~~99~~ each.

Turn-around time 24 hours or less

B. SUVs including but not limited to Ford Explorer and Ford Utility Inceptor.

Price \$ 425⁰⁰~~99~~ each.

Turn-around time 24 hours or less

C. Light duty trucks including but not limited to F150 thru F350 super duty.

Price \$ 425⁰⁰~~99~~ each.

Turn-around time 24 hours or less

D. Medium duty trucks including but not limited to F450 and F550 super duty.

Price \$ 525⁰⁰~~99~~ each.

Turn-around time 24 hours or less

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
BID 171-2018 VEHICLE UNDERCOATING & RUSTPROOFING**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Garagekeepers Legal Liability	\$500,000.00
Garage Liability (Auto Liability)	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement unless it is deemed not to apply by LFUCG.

- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consulant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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5 YEAR COMMERCIAL WARRANTY

The Scorpion Undercoating sprayed to a commercial project is warranted to be free of defects in materials for five (5) years. No maintenance or service is required. Should Scorpion fail as a result of a materials defect, the manufacturer will replace the damaged materials at no charge.

coverage. Fading with age, normal discoloration and damage caused by industrial accidents are also excluded from warranty coverage. This warranty coverage is not transferrable.

This warranty does not cover gouges, scratches, or punctures. Modification or alteration after application which increases susceptibility to damage, and damage caused by hazardous commercial or industrial use or service are excluded from this warranty

If you have any questions about products or if you need assistance in locating an authorized Scorpion Dealer, please contact:

Customer Service
Scorpion Protective Coatings, Inc.
Cloverdale, IN 46120
1-765-653-1736
www.scorpioncoatings.com

ALL INFORMATION ON THIS FORM MUST BE COMPLETED FOR WARRANTY VALIDATION

DEALER INFORMATION

PLEASE TYPE OR WRITE CLEARLY

Installation Date _____ Installing Dealer _____
 Address _____
 City _____ State _____ Zip _____
 Phone (_____) _____ Fax (_____) _____

CUSTOMER INFORMATION

PLEASE TYPE OR WRITE CLEARLY

Purchaser Name _____
 Purchaser Address _____
 City _____ State _____ Zip _____
 Phone (_____) _____ Work (_____) _____ Fax (_____) _____
 E-Mail _____
 Customer Signature _____ Date _____

Commercial Project Information: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
12/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain Valley Insurance 3620 Walden Drive Suite 100 Lexington KY 40517		CONTACT NAME: Angela Hunter PHONE (A/C, No, Ext): (859) 223-3800 E-MAIL ADDRESS: angie@mountainvalleyinsurance.net FAX (A/C, No): (859) 223-3801	
INSURED Wildcat Window Tinting LLC 684 Grot Dr Lexington KY 40505		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co. NAIC # 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL18121716918 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS58250353	10/18/2018	10/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GLHAL \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Proof Of Insurance Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A. Hunter



Created 04/02/2012
Revised 04/02/2012

HEALTH	*	2
FLAMMABILITY		3
PHYSICAL HAZARD		1
PERSONAL PROTECTION		
H		

Section 1 -- PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

UCR5G/UCR55G

HMIS CODES

Health	2
Flammability	3
Reactivity	1

PRODUCT NAME

Rubberized Undercoat

DISTRIBUTED BY

Scorpion Protective Coatings, Inc.
6184 S US HWY 231
Cloverdale, IN 46120
www.scorpioncoatings.com

EMERGENCY TELEPHONE NO.

CHEMTREC:
800-424-9300 (Within USA)
001-703-527-3887 (Outside the USA)
INFORMATION TELEPHONE NO.
(937) 890-6547

Section 2 -- COMPOSITION/INFORMATION ON HAZARDOUS INGREDIENTS

<u>Ingredient & by weight</u>	<u>CAS Number</u>	<u>Vapor Pressure</u>
Xylene 0.1 - 1%	1330-20-7	8 ACGIH TLV 100 ACGIH STEL 150 OSHA PEL 100 OSHA STEL NIOSH STEL 150 NIOSH REL 100
Toluene 50 - 100%	108-88-3	21 ACGIH TLV 20 ACGIH STEL OSHA PEL 200 OSHA STEL 300 NIOSH 100 NIOSH STEL 150 NIOSH 1DLH 500

Aliphatic Naphtha

0.1 - 1%	64742-89-8	12	
		ACGIH TLV	
		ACGIH STEL	
		OSHA PEL	N/E
		OSHA STEL	N/E
Methanol			
0.1 - 1%	67-56-1	96	
		ACGIH TLV	200
		ACGIH STEL	250
		OSHA PEL	200
		OSHA STEL	N/E
		NIOSH	REL 200
		NIOSH	STEL 250
		NIOSH	IDLH 6000
Carbon Black			
0.1 - 1%	1333-86-4	N/A	
		ACGIH TLV	N/E
		ACGIH STEL	N/E
		OSHA PEL	N/E
		OSHA STEL	N/E
Calcium Carbonate			
5 - 20%	1317-65-3	N/A	
		ACGIH TLV	N/E
		ACGIH STEL	N/E
		OSHA PEL	N/E
		OSHA STEL	N/E
Naphtha (petroleum), heavy aromatic			
0.1 - 1%	64742-94-5	.5	
		ACGIH TLV	10
		ACGIH STEL	15
		OSHA PEL	10
		OSHA STEL	N/E
		NIOSH	STEL 15
		NIOSH	REL 10
Naphthalene			
0.1 - 1%	91-20-3	.08	
		ACGIH TLV	10
		ACGIH STEL	15
		OSHA PEL	10
		OSHA STEL	15
		NIOSH	REL 10
		NIOSH	STEL 15
		NIOSH	IDLH 250
Coumarone-indene resin			
5 - 20%	35343-70-5	N/A	
		ACGIH TLV	N/E
		ACGIH STEL	N/E
		OSHA PEL	N/E
		OSHA STEL	N/E
N-Hexane			
5 - 20%	110-54-3	124	
		ACGIH TLV	50
		ACGIH STEL	N/E
		OSHA PEL	500
		OSHA STEL	N/E
		NIOSH	REL 50
		NIOSH	IDLH 1100
Methyl-3-Pentane			
0.1 - 1%	96-14-0	!	

			ACGIH TLV	500
			ACGIH STEL	1000
			OSHA PEL	N/E
			OSHA STEL	N/E
			NIOSH	REL 100
			NIOSH	REL C 510
Methylcyclopentane				
0.1 - 1%	96-37-7		138	
			ACGIH TLV	N/E
			ACGIH STEL	N/E
			OSHA PEL	N/E
			OSHA STEL	N/E
Methyl-2-Pentane				
0.1 - 1%	107-83-5		N/A	
			ACGIH TLV	500
			ACGIH STEL	1000
			OSHA PEL	N/E
			OSHA STEL	N/E
			NIOSH	REL 100
			NIOSH	REL C 510
Quaternary Ammonium				
1 - 5%	68953-58-2		N/A	
			ACGIH TLV	N/E
			ACGIH STEL	N/E
			OSHA PEL	N/E
			OSHA STEL	N/E

Section 3 -- HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE:

Exposure may be by INHALATION and/or SKIN or EYE contact, depending on conditions of use. To minimize exposure, follow recommendations for proper use, ventilation, and personal protective equipment.

EFFECTS OF OVEREXPOSURE:

Irritation of eyes, skin and upper respiratory system. May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.

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

IF INHALED:

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

If on SKIN:

Wash affected area thoroughly with soap and water. Remove contaminated clothing and launder before re-use.

If in EYES:

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

If SWALLOWED:

Do not induce vomiting. Get medical attention immediately.

Section 5 -- FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL
-7 F	1.1	36.0

EXTINGUISHING MEDIA:

Use National Fire Protection Association (NFPA) Class B extinguishers (carbon dioxide, dry chemical, or universal aqueous film forming foam) designed to extinguish NFPA Class IB flammable liquid fires. Water spray may be ineffective. Water spray may be used to cool closed containers to prevent pressure build-up and possible auto ignition or explosion when exposed to extreme heat.

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 auto ignition or explosion when exposed to extreme heat.

Section 6 -- ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:

Provide maximum ventilation. Only personnel equipped with proper respiratory, skin, and eye protection should be permitted in the area. Remove all sources of ignition. Take up spilled material with sand, vermiculite, or other noncombustible absorbent material and place in clean, empty containers for disposal. Only the spilled material and the absorbent should be placed in this container.

Section 7 -- HANDLING RELEASE MEASURES

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 other sources of ignition. Consult NFPA Code. Use approved bonding and grounding procedures. Do not 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 dust are ACGIII 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.

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, and complete an industrial hygiene study to analyze specific working conditions.

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 these products where minimal skin contact is expected. For prolonged repeated contact, wear chemical resistant gloves.



EYE PROTECTION:

Wear safety spectacles with unperforated side shields.

OTHER PRECAUTIONS:

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

Section 9 -- PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	7.781 lb/gal	933 g/l
SPECIFIC GRAVITY	0.930	
BOILING POINT	148 - 244 F	64 - 118 C
VOLATILES	68.7 % by wt	77.0 % by vol
EVAPORATION RATE	Same as ether	
VAPOR DENSITY	Heavier than air	
REGULATORY VOC	5.34 lb/gal	640 g/l
ACTUAL VOC	5.34 lb/gal	640 g/l

Section 10 -- STABILITY AND REACTIVITY

STABILITY:

This product is normally stable and will not undergo hazardous reactions.

CONDITIONS TO AVOID:

None Known.

INCOMPATIBILITY:

Avoid contact with strong alkalis, strong mineral acids, or strong oxidizing agents.

HAZARDOUS DECOMPOSITION PRODUCTS:

Carbon monoxide, carbon dioxide, oxides of sulfur, oxides of barium, lowers molecular weight polymer fractions.

HAZARDOUS POLYMERIZATION:
None Known.

Section 11 -- TOXICOLOGICAL INFORMATION

CAS No. Ingredient Name

1330-20-7 Xylene

IARC Classification Group 3
Acute oral toxicity: LD50 Rat: 4.300 mg/kg

Acute inhalation toxicity: No data available

Acute dermal toxicity: LD50 Rabbit: (>) 2,000 mg/kg

108-88-3 Toluene

IARC Classification Group 3
Acute oral toxicity: LD50 rat: 2,600-7,500 mg/kg

Acute inhalation toxicity: LC50 rat: 8000 ppm, 4 h

Acute dermal toxicity: LD50 rabbit: 12,124 mg/kg

64742-89-8 Aliphatic Naphtha

IARC Classification Not Established
Acute oral toxicity: LD50 rat: >8,0000 mg/hg

Acute inhalation toxicity: LD50 rat: 3400 ppm, 4 h

Acute dermal toxicity: LD50 rat: >4,0000 mg/kg

67-56-1 Methanol

IARC Classification Not Established
Acute oral toxicity: LD L0 Human: 300 mg/kg

Acute inhalation toxicity: LC 50 Rat: 64000 ppm; 4 h

Acute dermal toxicity: LD 50 Rabbit: 12,800 mg/kg

1333-86 4 Carbon Black

IARC Classification Group 2B

RTECS#:

CAS# 1333-86-4: FF5800000

LD50/LC50:

CAS# 1333-86-4:

Oral, rat: LD50 = >15400 mg/kg;

Skin, rabbit: LD50 = >3 gm/kg;

Carcinogenicity:

CAS# 1333-86-4:

I ACGIH: Not listed.

I California: carcinogen, initial date 2/21/03 (airborne, unbound particles of respirable size

I NTP: Not listed.

I IARC: Group 2B carcinogen

Epidemiology: No data available.

Teratogenicity: No information found

Reproductive Effects: No information found

Mutagenicity: See actual entry in RTECS for complete information.

Neurotoxicity: No information found

Other Studies:

1317-65-3 . Calcium Carbonate

IARC Classification Not Established

General Product Information:

Overexposure to calcium carbonate may result in irritation to eyes, skin and respiratory system. Acute ingestion may result in mild gastrointestinal distress while chronic exposure may result in hypercalcemia, alkalosis and renal impairment. Approximately 70-80% of inhaled calcium carbonate was retained in the lungs. Animal studies suggest that inhalation of calcium carbonate dusts may enhance susceptibility to respiratory infection.

64742-94-5 Naphtha (petroleum), heavy aromatic

IARC Classification Not Established

Acute oral toxicity : LD 50 Rat : 3,000 mg/kg

Acute inhalation toxicity : LC 50 Rat : > 3,800 mg/m³; 4 h

Acute dermal toxicity : LD 50 Rabbit: > 3,000 mg/kg

91-20-3 Naphthalene

IARC Classification Group 2B

Acute toxicity

Oral LD50

LD50 Oral - rat - 490.0 mg/kg

Inhalation LC50

LC50 Inhalation - rat - 1 h - > 340 mg/m³

Remarks: Sense Organs and Special Senses (Nose, Eye, Ear, and Taste):Eye:Lacrimation. Behavioral:Somnolence (general depressed activity).

Dermal LD50

LD50 Dermal - rabbit - 20,000 mg/kg

Other information on acute toxicity

no data available

Skin corrosion/irritation

no data available

Serious eye damage/eye irritation

Eyes - rabbit - Mild eye irritation

Respiratory or skin sensitization

no data available

Germ cell mutagenicity

no data available

Carcinogenicity

This product is or contains a component that has been reported to be possibly carcinogenic based on its IARC, ACGIH, NTP, or EPA classification.

Limited evidence of carcinogenicity in animal studies

IARC: 2B - Group 2B: Possibly carcinogenic to humans (Naphthalene)

2B - Group 2B: Possibly carcinogenic to humans (Naphthalene)

ACGIH: No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

NTP: Reasonably anticipated to be a human carcinogen (Naphthalene)

OSHA: No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

Reproductive toxicity

no data available

Teratogenicity

no data available

Specific target organ toxicity - single exposure (Globally Harmonized System)

no data available

Specific target organ toxicity - repeated exposure (Globally Harmonized System)

no data available

Aspiration hazard

no data available

Potential health effects

Inhalation May be fatal if inhaled. Causes respiratory tract irritation.

Ingestion Toxic if swallowed.

Skin May be harmful if absorbed through skin. Causes skin irritation.

Eyes Causes eye irritation.

Signs and Symptoms of Exposure

Absorption into the body leads to the formation of methemoglobin which in sufficient concentration causes cyanosis.

Onset may be delayed 2 to 4 hours or longer., Naphthalene is retinotoxic and systemic absorption of its vapors above

15ppm, may result in: cataracts, optic neuritis, corneal injury, Eye irritation, Ingestion may provoke the following symptoms: hemolytic anemia, hemoglobinuria, Nausea, Headache, Vomiting, Gastrointestinal disturbance, Convulsions, anemia, Kidney injury may occur., Seizures., Coma.

Synergistic effects

no data available

Additional Information

RTECS: QJ0525000

35343-70-5

Coumarone-indene resin

IARC Classification

Not Established

No data available.

110-54-3 N-Hexane

IARC Classification Not Established

RTECS#:

CAS# 110-54-3: MN9275000

LD50/LC50:

CAS# 110-54-3:

Draize test, rabbit, eye: 10 mg Mild;

Inhalation, mouse: LC50 = 150000 mg/m³/2H;

Inhalation, rat: LC50 = 48000 ppm/4H;

Inhalation, rat: LC50 = 627000 mg/m³/3M;

Oral, rat: LD50 = 25 gm/kg;

Carcinogenicity:

CAS# 110-54-3: Not listed by ACGIH, IARC, NTP, or CA Prop 65.

Epidemiology: Tumorigenic effects have been reported in experimental animals.

Teratogenicity: Teratogenic effects have occurred in experimental animals.

Reproductive Effects: Adverse reproductive effects have occurred in experimental animals.

Mutagenicity: Mutagenic effects have occurred in experimental animals.

Neurotoxicity: No information found

Other Studies

96-14-0 Methyl-3-Pentane

IARC Classification Not Established

Acute toxicity

Oral LD50

no data available

Inhalation LC50

no data available

Dermal LD50

no data available

Other information on acute toxicity

no data available

Skin corrosion/irritation

no data available

Serious eye damage/eye irritation

no data available

Respiratory or skin sensitization

Prolonged or repeated exposure may cause allergic reactions in certain sensitive individuals.

Germ cell mutagenicity

no data available

Carcinogenicity

IARC: No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

ACGIH: No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

NTP: No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

OSHA: No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

Reproductive toxicity
no data available
Teratogenicity
no data available
Specific target organ toxicity - single exposure (Globally Harmonized System)
May cause drowsiness or dizziness.
Specific target organ toxicity - repeated exposure (Globally Harmonized System)
no data available
Aspiration hazard
May be fatal if swallowed and enters airways.
Potential health effects
Inhalation May be harmful if inhaled. Causes respiratory tract irritation. Vapours may cause drowsiness and dizziness.
Ingestion May be harmful if swallowed. Aspiration hazard if swallowed - can enter lungs and cause damage.
Skin May be harmful if absorbed through skin. Causes skin irritation.
Eyes Causes eye irritation.
Signs and Symptoms of Exposure
burning sensation, Cough, wheezing, laryngitis, Shortness of breath, Headache, Nausea, Vomiting, To the best of our knowledge, the chemical, physical, and toxicological properties have not been thoroughly investigated., Skin irritation
Synergistic effects
no data available
Additional Information
RTECS: Not available

96-37-7 Methylcyclopentane

IARC Classification Not Established
RTECS#:
CAS# 96-37-7: GY4640000 LD50/LC50:
Not available.
Carcinogenicity:
Methylcyclopentane - Not listed by ACGIH, IARC, or NTP.
Other:
See actual entry in RTECS for complete information.

107-83-5 Methyl-2-Pentane

IARC Classification Not Established
Acute toxicity
Oral LD50
no data available
Inhalation LC50
no data available
Dermal LD50
no data available
Other information on acute toxicity
no data available
Skin corrosion/irritation
no data available

Serious eye damage/eye irritation
no data available
Respiratory or skin sensitization
no data available
Germ cell mutagenicity
no data available
Carcinogenicity
IARC: No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
ACGIH: No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.
NTP: No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.
OSHA: No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.
Reproductive toxicity
no data available
Teratogenicity
no data available
Specific target organ toxicity - single exposure (Globally Harmonized System)
May cause drowsiness or dizziness.
Specific target organ toxicity - repeated exposure (Globally Harmonized System)
no data available
Aspiration hazard
The substance or mixture is known to cause human aspiration toxicity hazards or has to be regarded as if it causes a human aspiration toxicity hazard.
Potential health effects
Inhalation May be harmful if inhaled. May cause respiratory tract irritation. Vapours may cause drowsiness and dizziness.
Ingestion May be harmful if swallowed. Aspiration hazard if swallowed - can enter lungs and cause damage.
Skin May be harmful if absorbed through skin. May cause skin irritation.
Eyes May cause eye irritation.
Signs and Symptoms of Exposure
To the best of our knowledge, the chemical, physical, and toxicological properties have not been thoroughly investigated.
Synergistic effects
no data available
Additional Information
RTECS: SA2985000

68953-58-2

Quaternary Ammonium

IARC Classification Not Established

Routes of exposure: Inhalation. Eye contact.

Chronic toxicity: In 1997, IARC (the International Agency for Research on Cancer) concluded that crystalline silica polymorphs." (IARC Monographs on the evaluation of the carcinogenic risks of chemicals to humans, Silica, silicates dust and organic fibres, 1997, Vol. 68, IARC, Lyon, France.) In June 2003, SCOEL (the EU Scientific Committee on Occupational Exposure Limits) concluded that the main effect in humans of the inhalation of respirable crystalline silica dust is silicosis. "There is sufficient information to conclude that the relative risk of lung cancer is increased in persons with silicosis (and, apparently, not in employees without silicosis exposed to silica dust in quarries and in the ceramic industry). Therefore, preventing the onset of silicosis will also reduce the cancer risk..." (SCOEL SUM Doc 94-final, June 2003) According to the current state of the art, worker

protection against silicosis can be consistently assured by respecting the existing regulatory occupational exposure limits. Occupational exposure to respirable dust and respirable crystalline silica should be monitored and controlled.

Skin contact: Not available.

Eye contact: Not available.

IARC Reference

IARC Group 1: The agent is *carcinogenic to humans*

This category is used when there is *sufficient evidence of carcinogenicity* in humans. Exceptionally, an agent may be placed in this category when evidence of carcinogenicity in humans is less than *sufficient* but there is *sufficient evidence of carcinogenicity* in experimental animals and strong evidence in exposed humans that the agent acts through a relevant mechanism of carcinogenicity.

IARC Group 2A: The agent is *probably carcinogenic to humans*.

This category is used when there is *limited evidence of carcinogenicity* in humans and *sufficient evidence of carcinogenicity* in experimental animals. In some cases, an agent may be classified in this category when there is *inadequate evidence of carcinogenicity* in humans and *sufficient evidence of carcinogenicity* in experimental animals and strong evidence that the carcinogenesis is mediated by a mechanism that also operates in humans. Exceptionally, an agent may be classified in this category solely on the basis of *limited evidence of carcinogenicity* in humans. An agent may be assigned to this category if it clearly belongs, based on mechanistic considerations, to a class of agents for which one or more members have been classified in Group 1 or Group 2A.

IARC Group 2B: The agent is *possibly carcinogenic to humans*.

This category is used for agents for which there is *limited evidence of carcinogenicity* in humans and less than *sufficient evidence of carcinogenicity* in experimental animals. It may also be used when there is *inadequate evidence of carcinogenicity* in humans but there is *sufficient evidence of carcinogenicity* in experimental animals. In some instances, an agent for which there is *inadequate evidence of carcinogenicity* in humans and less than *sufficient evidence of carcinogenicity* in experimental animals together with supporting evidence from mechanistic and other relevant data may be placed in this group. An agent may be classified in this category solely on the basis of strong evidence from mechanistic and other relevant data.

IARC Group 3: The agent is *not classifiable as to its carcinogenicity to humans*.

This category is used most commonly for agents for which the evidence of carcinogenicity is *inadequate* in humans and *inadequate* or *limited* in experimental animals. Exceptionally, agents for which the evidence of carcinogenicity is *inadequate* in humans but *sufficient* in experimental animals may be placed in this category when there is strong evidence that the mechanism of carcinogenicity in experimental animals does not operate in humans. Agents that do not fall into any other group are also placed in this category. An evaluation in Group 3 is not a determination of non-carcinogenicity or overall safety. It often means that further research is needed, especially when exposures are widespread or the cancer data are consistent with differing interpretations.

IARC Group 4: The agent is *probably not carcinogenic to humans*.

This category is used for agents for which there is *evidence suggesting lack of carcinogenicity* in humans and in experimental animals. In some instances, agents for which there is *inadequate evidence of carcinogenicity* in humans but *evidence suggesting lack of carcinogenicity* in experimental animals, consistently and strongly supported by a broad range of mechanistic and other relevant data, may be classified in this group.

CAS No.	Ingredient Name
1330-20-7	Xylene

Biodegradability: No data available

Bioaccumulation: No data available

Ecotoxicity effects

Toxicity to fish: 96h LC50 Flathead minnow (imephales promelas); 23.53-29.97 mg/l
Method: Static
Mortality

Toxicity to daphnia and other aquatic Invertebrates: 24h LC50 Water flea (Daphnia magna): > 100.00 <1,000.00 mg/l
Method: Static
Mortality

Toxicity to algae: No data available

Toxicity to bacteria: No data available

Biochemical Oxygen Demand (BOD): No data available

Chemical Oxygen Demand (COD): No data available

Additional ecological information: No data available

108-88-3	Toluene
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Biodegradability: no data available

Bioaccumulation: species: idc, silver or golden orfe (leuciscus idus)
Exposure time: 3 d
Dose: 0.05 mg/l
Bioconcentration factor (bcf): 94
Method: not reported

Ecotoxicity effects

Toxicity to fish: 96h lc50 rainbow trout, donaldson trout (oncorhynchus mykiss): 5.80 mg/l
method: renewal
mortality 96h lc50 fathead minnow (pimephales promelas): 12.60 mg/l
method: static
mortality

Toxicity to dalmia and other aquatic invertebrates.

no data available

Additional ecological information

no data available

1333-86-4 Carbon Black

No information available.

1317-65-3 Calcium Carbonate

General Product Information:

This material is not expected to be harmful to aquatic life.

Component Analysis - Ecotoxicity - Aquatic Toxicity:

No ecotoxicity data are available for this product's components.

Environmental Fate:

This material shows no bioaccumulation or food chain concentration toxicity potential.

64742-94-5 Naphtha (petroleum), heavy aromatic

No data available.

91-20-3 Naphthalene

Toxicity

Toxicity to fish LC50 - *Oncorhynchus mykiss* (rainbow trout) - 0.9 - 9.8 mg/l - 96.0 h

LC50 - *Pimephales promelas* (fathead minnow) - 1 - 6.5 mg/l - 96.0 h

NOEC - other fish - 1.8 mg/l - 3.0 d

LOEC - other fish - 3.2 mg/l - 3.0 d

Toxicity to daphnia and other aquatic invertebrates.

EC50 - *Daphnia magna* (Water flea) - 1.00 - 3.40 mg/l - 48 h

Toxicity to algae EC50 - No information available. - 33.00 mg/l - 24 h

Persistence and degradability

Bioaccumulative potential

Bioaccumulation Fish -

Bioconcentration factor (BCF): 427 - 1,158

Mobility in soil

no data available

PBT and vPvB assessment

no data available

Other adverse effects

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Very toxic to aquatic life with long lasting effects.

35343-70-5 Coumarone-indene resin

No data available.

110-54-3

N-Hexane

Ecotoxicity: No data available. Estimated BCF values = 2.24 and 2.89. These values suggest that hexane will show low bioconcentration in aquatic organisms. Estimated Koc value = 4.11. This product will show slight soil mobility and is expected to rapidly volatilize from moist surface soils.
Environmental: Terrestrial: Volatilization and adsorption are expected to be the most important fate processes.
Aquatic: Photolysis or hydrolysis are not expected to be important. Atmospheric: Expected to exist entirely in the vapor phase in ambient air, expected half life 2.8 days. Expected to biodegrade but not bioconcentrate.
Physical: No information available.
Other: Do not empty into drains.

96-14-0

Methyl-3-Pentane

Toxicity

no data available

Persistence and degradability

no data available

Bioaccumulative potential

no data available

Mobility in soil

no data available

PBT and vPvB assessment

no data available

Other adverse effects

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Toxic to aquatic life with long lasting effects.

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Toxic to aquatic life with long lasting effects.

96-37-7

Methylcyclopentane

No information available.

107-83-5

Methyl-2-Pentane

Toxicity

no data available

Persistence and degradability

no data available

Bioaccumulative potential

no data available

Mobility in soil

no data available

PBT and vPvB assessment

no data available

Other adverse effects

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Toxic to aquatic life with long lasting effects.

68953-58-2 Quaternary Ammonium

This material is not expected to be harmful to aquatic life.

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. Do not incinerate. Depressurize container. Dispose of in accordance with Federal, State, and Local regulations regarding pollution.

Section 14 -- TRANSPORT INFORMATION

Proper Shipping Name: Consumer Commodity
NOS Technical Name: ORM-D
Hazard Class: N/A
UN Number: N/A
Packing Group: N/A

Section 15 -- REGULATORY INFORMATION

Canadian Regulations:

CEPA (Canadian Environmental Protection Act):

All substances in this product are listed on the Canadian Domestic Substance List (DSL) or are not required to be listed.

US Regulations:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

SARA 313:

CAS No.	CHEMICAL/COMPOUND	% by WT
1330-20-7	Xylene	0.6
108-88-3	Toluene	55.7
67-56-1	Methanol	0.9
91-20-3	Naphthalene	0.1
110-54-3	N-Hexane	6.8

PROP 65

CAS No.	CHEMICAL COMPOUND	% by WT
108-88-3	Toluene	55.7
1333-86-4	Carbon Black	0.6
91-20-3	Naphthalene	0.1

TSCA CERTIFICATION:

U.S. TSCA: This product and/or all of its components are listed on the U.S. TSCA Inventory or is otherwise exempt from TSCA Inventory reporting requirements.

Section 16 -- OTHER INFORMATION

DISCLAIMER:

Do not handle until the manufacturer's safety precautions have been read and understood. Regulations require that all employees be trained on Material Safety Data Sheets for all products with which they come in contact. While we believe that the data contained herein is accurate and derived from qualified sources, the data are not to be taken as a warranty or representation for which we assume legal responsibility. They are offered solely for your consideration, investigation, and verification. Any use of these data and information must be determined by the user to be in accordance with applicable federal, state, provincial, and local laws and regulations.

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least

51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in ([https:// lexingtonky.ionwave.net](https://lexingtonky.ionwave.net))

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
 Bid/ RFP/ Quote Reference # _____

The MWDBE and/ or veteran subcontractors listed have agreed to participate on this Bid/ RFP/ Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/ RFP/ Quote. Any misrepresentation may result in the termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and false claims.

 Company

 Company Representative

 Date

 Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/ RFP/ Quote Reference # _____

The MWDBE and/ or veteran subcontractors listed have agreed to participate on this Bid/ RFP/ Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/ RFP/ Quote. Any misrepresentation may result in the termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/ RFP/ Quote Reference # _____

The substituted MWDBE and/ or veteran subcontractors listed below have agreed to participate on this Bid/ RFP/ Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/ RFP/ Quote Reference # _____

The undersigned acknowledges that the minority and/ or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/ Phone/ Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/ AS = Asian American/ Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/ or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/ RFP/ Quote # _____
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/ or prosecution under applicable Federal and State laws concerning false statements and false claims.

 Company

 Company Representative

 Date

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/ RFP/ Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/ or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

WORKFORCE ANALYSIS FORM

Name of Organization: Wildcat Window Tinting & Spray in Bed liners

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenanc																	
Total:																	

Prepared by: *[Signature]* Date: 12 / 17 / 18
 (Name and Title) Revised 2015-Dec-15