

CITY OF FORT COLLINS

INVITATION TO BID

BID #5458/006-99

MAPO – ATHLETIC FIELD PAINT

BID OPENING. JANUARY 19, 2000, 3.00P.M. (our clock)

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521, at the time and date noted on the bid proposal and/or contract documents

The Agencies including Cities of Fort Collins, Broomfield, Loveland, Wheat Ridge, Brighton and School Districts of Thompson Valley, Cherry Creek, Aurora, Boulder Valley and acting collectively through their authorized procurement officials respectfully request separate sealed Bids for the purchase of sign posts and delineator posts

Bids shall be in a sealed envelope, plainly marked "MAPO BID # 5458/006-99

Bids must be received at the Purchasing Office prior to 3.00P M (our clock), JANUARY 19, 2000.

A copy of the Bid may be obtained as follows:

- 1 Call the Purchasing Fax-line, 970-416-2033 and follow the verbal instruction to request document #25452 **(The bid number must be preceded by a 2 when using the Fax-line.)**
- 2 Download the Bid from the Purchasing Webpage, Current Bids page, at www.ci.fort-collins.co.us/CITY_HALL/PURCHASING then via the Current Bids pushbutton
- 3 Come by Purchasing at 256 W Mountain Ave , Fort Collins, and request a copy of the Bid

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City

Bids must be furnished exclusive of any federal excise tax, wherever applicable

Bidders must be properly licensed and secure necessary permits wherever applicable

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities

Sales prohibited/conflict of interest no officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services. This rule also applies to subcontracts with the City. This shall not apply to members of any authority, board, committee or commission of the city, other than the members of the City Council. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to the Director of Purchasing and Risk Management, Director of Finance, City Attorney or City Manager so the matter can be dealt with

Freight terms unless otherwise noted, all freight is F O B Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal

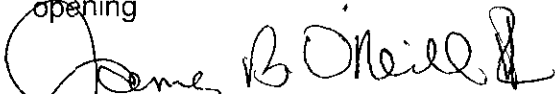
Discounts any discounts allowed for prompt payment, etc , must be reflected in bid figures and not entered as separate pricing on the proposal form

Purchasing restrictions your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office

Cement restrictions City of Fort Collins Resolution 91-121 requires that suppliers and producers of cement or products containing cement to certify that the cement was not made in cement kilns that burn hazardous waste as a fuel

Collusive or sham bids any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid

Bid results for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening



James B. O'Neill II, CPPO
Director of Purchasing and Risk Management
Hosting Agency – City of Fort Collins

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III
INSTRUCTIONS TO BIDDERS

1 BID OPENING AND AWARD

Bids will be examined promptly after opening, and an abstract will be provided upon request (Supply a self addressed, stamped envelope with your Bid) NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date

2 AGENCIES

The Host Agency is the Agency who is facilitating this Bid Agencies is defined as the Agencies participating in the Bid

3 BIDDER QUALIFICATIONS

No Bid shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to any participating Agency, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the Agencies or that is deemed irresponsible or unreliable by the individual Agencies If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service Bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Technical Specifications

4 BID FORM

Each Bidder must submit an original Bid and additional copies as required on the forms attached The Bidder shall sign his Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for, conditional Bid, or any irregularities of any kind

In case of a discrepancy between the unit price and the extended price, the unit price shall prevail

5 SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from this specification MUST be noted in detail, and submitted in writing on the Bid Form Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary The absence of the specification deviation statement and accompanying specifications, will hold the Bidder strictly accountable to the specifications as written herein Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document

6 BIDDER REPRESENTATION

Each Bidder must sign the Bid with their usual signature and shall give their full business address on the form provided in this Bid. Bids by partnerships shall be signed with the partnership name by one or the members or by an authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7 BROCHURES

Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on any item-by-item basis where applicable.

8 SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will NOT be considered in awarding of Bids.

9 BID CHANGES

Bids, amendments thereto, or withdrawal requests received after the time advertised for Bid Opening, will be void regardless of when they were mailed.

10 BASIS OF BID AWARD

Award of Bid shall be made to the lowest responsive, and responsible Bidder(s) meeting the specifications. The following is a partial list of the criteria that may be used in the award of this Bid:

- A Superior quality and adherence to specifications
- B Adequate maintenance and service
- C Delivery and/or completion time
- D Guarantees and Warranties
- E Company's reputation and financial status
- F Past experience and cost with same or similar equipment or service
- G Anticipated future cost and experience

11 INSURANCE

For **SERVICES** requiring contractor's presence on any Agency property, the successful Bidder shall, during the term of this Agreement and until completion thereof, provide and maintain the following minimum coverages:

Type of Insurance

Minimum Limits of Liability

Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage

Statutory in conformance with the compensation laws of the State of Colorado

Comprehensive General Liability Insurance

\$ 150,000 each person, \$1,000,000 each occurrence

Comprehensive Automobile Liability Insurance

\$ 150,000 each person, \$1,000,000 each person

Umbrella Liability Coverage

\$1 million

The successful Bidder shall effect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Bidder shall deliver, to each Agency, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include each individual entity as an additional named insured.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C R S , as amended.

12 DELIVERY DATE

The delivery time, as stated in the Bid Form, shall be the time required to deliver the complete item after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the participating Agencies, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated assuming that the time between the Bid Opening and the placing of the order, does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/service is intended.

13 CASH DISCOUNTS

Cash discounts should be so stated on the Bid Form. Prices bid must, however, be based upon payment in thirty (30) days. In all cases, cash discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

14 TIE BIDS

In the case of tie Bids, the Agencies reserve the right to make the award based on the factors previously outlined in paragraph number ten.

15 BID REJECTION OR PARTIAL ACCEPTANCE

The Agencies reserve the right to reject any or all Bids. They further reserve the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bid or Bids where they deem it advisable in protection of the best interests of the Agencies.

16 INVOICES

Individual purchase orders will be assigned to the successful Bidder(s) from the participating Agencies in this Bid and each is to be invoiced separately. All invoices submitted must show the respective Agency's purchase order number.

17 PAYMENTS

Payments will be made for all goods/services delivered within 30 days of receipt and acceptance of delivery.

18 MODIFICATION, ADDENDA AND INTERPRETATIONS

Any apparent inconsistencies, or any matter seeming to require explanation or interpretation, must be inquired into by the Bidder at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract Documents and shall be acknowledged and dated on the Bid Form. All requests for information should be in writing or telephoned to the Host Agency.

19 LAWS AND REGULATIONS

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the award throughout and incorporated here by reference.

20 SUBCONTRACTING

No portion of this Bid may be subcontracted without the prior written approval by each Agency.

21 TELEGRAPHIC/ELECTRONIC BID SUBMITTAL

Telegraphic and/or Bid offers sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Bid either by air freight, postal service, or other means.

22 MISCELLANEOUS

The Agencies reserve the right, either collectively or separately, to reject any and all Bids or parts thereof. The participating Agencies reserve the right to inspect vendor's facilities prior to the award of this Bid. The Agencies reserve the right, either collectively or separately, to negotiate optional items with the successful Bidder.

23 COOPERATIVE BIDDING

Other governmental agencies may be extended the opportunity to purchase off this Bid with the agreement of the successful vendor(s) and the participating MAPO Agencies. Requests for participation of other Agencies will be coordinated by the MAPO Agency hosting the Bid. The Host Agency may notify the vendor(s) and the Agency wishing to participate, in writing.

IV
TERMS AND CONDITIONS

1 MODIFICATION OF AGREEMENT

No modification of award shall be binding upon any participating Agency unless made in writing and signed by authorized agents of each participating Agency

2 WARRANTIES

Bidder warrants that all articles, materials and work will conform within applicable drawings, specifications, samples and/or other descriptions given to Agencies, and will be free from defects Without limitation of any rights which Agencies may have by reason of any breach of warranty, goods which are not as warranted may be returned at Bidder's expense at reasonable time after delivery, for either credit or replacement, as each participating Agency may direct

3 OVERSHIPMENTS

Material shipped in excess of quantity ordered may be returned at Bidder's expense

4 CANCELLATION

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors

5 PATENT GUARANTEE

Bidder shall, with respect to any device or composition of Bidder's design or Bidder's standard manufacture, indemnify and hold harmless each participating Agency, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Agencies

6 TERMINATION OF AWARD FOR CAUSE

If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful vendor shall violate any of the covenants, agreements or stipulations of the award, the Agency shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the Agency, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished

Notwithstanding the above, the successful vendor shall not be relieved of liability to the Agency for damage sustained by the Agency by virtue of breach of the award by the successful vendor and the Agency may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Agency from the successful vendor is determined

7 TERMINATION OF AWARD FOR CONVENIENCE

The Agency may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the award shall at the option of each Agency become its property. If the award is terminated by each Agency as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Bidder, termination of award for cause, relative to termination shall apply.

8 ACCEPTANCE OF TERMS BY SHIPMENT

Shipment of all or any portion of the goods covered by this order shall be deemed an acceptance of the Bid upon the terms and prices set forth herein.

9 ASSIGNMENT

Bidder shall not assign this order nor any monies to become due hereunder without the prior written consent of each Agency. Any assignment or attempt at assignment made without such consent of the Agency shall be void.

10 TAXES

The Agencies are exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on your Bid. Bidder shall obtain all appropriate tax exemption certificates from the Agencies.

11 EQUAL OPPORTUNITY

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

12 AMERICANS WITH DISABILITIES ACT

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans With Disabilities Act may be required, upon request, by any participating Agency.

13 COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

14 PROPRIETARY INFORMATION

All information included in any Bid that is of a proprietary nature must be clearly marked as such. Each Agency shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

Because of the need for public accountability, the following information concerning the Bid will not be considered proprietary, even if such information is clearly marked as such: prices of Bid, non-financial information concerning compliance with specifications, guarantees and warranties.

15 COMPETITIVENESS AND INTEGRITY

The collective Agencies have assigned control of this acquisition process to the Host Agency identified in the Bid Notice of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Offerors are to direct all communications regarding this Bid to the designated Host Agency, unless otherwise specifically noted. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance. The Host Agency may refer communications to other participating Agencies for clarification.

16 FOB POINT

The FOB point shall in all cases be destination(s). If freight is charged to any of the Agencies, the vendor will prepay and add.

17 CREDIT

If a vendor places any dollar limitations for credit extended on a purchase order, the participating Agencies will consider such limitations in the evaluation of the Bids. Any credit limits without justification may cause the Agencies to disqualify the Bid. Additionally, MAPO Agencies will not complete credit applications.

V A
SPECIAL INSTRUCTIONS TO BIDDERS

COLLECTIVE

BIDS MUST BE PREPARED ON THE FORMS PROVIDED HEREIN

Bids shall consist of

ATHLETIC FIELD LATEX PAINT

Each item on the bid must be bid individually, and the Agencies reserve the right to accept the lowest and best bid per item, combination of items, or all items combined, whichever is deemed in the best interest, and actual applications as appropriated by the Agencies

Releases to be made as required throughout the period of the award. Consideration will be given to vendors with a favorable firm price period with no minimum release requirements

Prices must remain in effect from Date of Award through December 31, 2000

The quantities listed are estimates and may increase or decrease as deemed necessary by the Agencies

This award may be extended for an additional 2 (two) twelve (12) month periods, contingent upon future years funding, and agreement of the Agencies

Direct all questions to John Stephen, CPPB, Buyer, 970-221-6775 or e-mail at jstephen@ci.fort-collins.co.us

V B
SPECIAL INSTRUCTIONS TO BIDDERS

INDIVIDUAL

NOTE Each Bidder may use contacts listed below to obtain information on published specifications, quantities, special conditions or instructions, physical delivery points and/or any other elements necessary to submit a complete bid

AGENCY City of Fort Collins
CONTACT Roger Daigle
PHONE NO (970) 221-6660

AGENCY City of Broomfield
CONTACT Bill Cooksey
PHONE NO (303)464-5666

AGENCY City of Loveland
CONTACT Dale Osborn
PHONE NO (970)962-2434

AGENCY City of Brighton
CONTACT Sharon Williams
PHONE NO (303) 655-2001

AGENCY City of Wheat Ridge
CONTACT Rich Swanson
PHONE NO (303) 467-5917

AGENCY Aurora Public Schools
CONTACT Stan Sweet
PHONE NO (303) 367-3000 x28616

AGENCY Cherry Creek School District
CONTACT Jeff Coapland/ Duane Johnson
PHONE NO (303) 693-2305

AGENCY Boulder Valley Schools
CONTACT Ted Gammon
PHONE NO (303) 442-5014

AGENCY Thompson School District
CONTACT Ken Scritchfield
PHONE NO (970) 613-5124

Direct all questions to John Stephen, CPPB, Buyer, 970-221-6775 or e-mail at jstephen@ci.fort-collins.co.us

VI

SPECIFICATIONS FOR FIELD MARKING LATEX PAINT

1) GENERAL

- ◆ Paint to be Acrylic Modified Vinyl Flat that is recommended for temporary marking paint for use on grass, artificial turf and gravel tracks. Paint is readily removable and will not be used where durability is required
- ◆ Paint to contain no lead and complies with EPA's voluntary 33/50 program
- ◆ Paint must be able to be applied by brush, roller, conventional or airless sprayer
- ◆ Paint to be set to touch within 30 minutes and thoroughly dry within 1 hour
- ◆ Clean up must be with water only or water with soap
- ◆ Paint must not be allowed to freeze
- ◆ The specification shall be considered a minimum specification
- ◆ Minimum ingredient (or approved equal) specification is

Water	45-<60 weight percent
Calcium Carbonate	10-<20 weight percent
Titanium Dioxide	10-<20 weight percent
Propylene Glycol	1-<5 weight percent
Crystalline Silica-Quartz	1-<5 weight percent

2) ORDERING and DELIVERY REQUIREMENTS

- ◆ Awarded vendor must deliver paint only when ordered by an agency and in quantities specified
- ◆ Minimum paint ordered may be 10 (ten) gallons
- ◆ Paint must be delivered in 5 gallon container
- ◆ Delivery must be within 48 hours ARO
- ◆ Awarded vendor must provide MSDS to each agency prior to paint delivery



ESTIMATED QUANTITIES AND BID FORM

THE QUANTITIES ARE ESTIMATES ONLY AWARD WILL BE BASED ON LOWEST, RESPONSIVE AND RESPONSIBLE PRICE PER GALLON

QUANTITY	COLOR	PRICE PER GALLON
16000 GALLONS	WHITE	\$ _____
400 GALLONS	YELLOW, RED, GREEN, BLUE, ORANGE	\$ _____

SIGNATURE PAGE

The undersigned Bidder, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that he will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth, and that he will furnish all required products and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full

Submitting Firm _____
(Corporation, DBA, Partnership, LLC, or PC?)

Address _____

Telephone Number _____

Name of Agent (print/type) _____

Title _____

Authorized Signature _____

Date _____

Attest _____

My Commission Expires _____

CORPORATE SEAL



**VIII
ADDENDA FORM**

The undersigned hereby acknowledges receipt of the following applicable addenda

Addenda Number

Date

FIRM NAME _____ SIGNATURE _____

M A T E R I A L S A F E T Y D A T A S H E E T

WHITE LATEX FIELD MARKING PAINT

Page: 1

PRODUCT NAME: WHITE LATEX FIELD MARKING PAINT
 PRODUCT CODE: 00000000000001170

HMIS CODES: H F R P
 2 0 0 B

===== SECTION I - COMPANY INFORMATION =====

COMPANY NAME: COLORADO PAINT COMPANY II
 ADDRESS : 4747 HOLLY STREET
 DENVER, CO 80216

EMERGENCY PHONE : 1-800-424-9300
 INFORMATION PHONE : (303) 388-9265

DATE PRINTED : 02/24/98
 PREPARED BY: PRODUCT SAFETY
 & COMPLIANCE DEPT

===== SECTION II - INGREDIENT INFORMATION =====

COMPONENTS/OCCUPATIONAL EXPOSURE LIMITS	CAS NUMBER	VAPOUR PRESSURE mm Hg @ TEMP	WEIGHT PERCENT
WATER	7732185		45-60
CALCIUM CARBONATE OSHA TLV mg/M3 . 10 (NUISANCE DUST)	1317-65-3		10-20
TITANIUM DIOXIDE OSHA PEL: (TWA)15 mg/m3, ACGIH TLV.(TWA) 10 mg/m3	13463-67-7	N/A N/A	10-20
PROPYLENE GLYCOL PEL/TLV NOT ESTABLISHED FOR THIS MATERIAL	57-55-5	.22 68 DEG F	1-5
CRYSTALLINE SILICA-QUARTZ(CARCINOGEN AS DUST) ACGIH TWA:.1 MG/M3 AS RESPIRABLE DUST	14808-60-7	0 0	.1-5

*** No components subject to reporting requirements of SARA Title III section 313 are present ***

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

BOILING RANGE: 175 DEG F- 279 DEG F SPECIFIC GRAVITY (H2O=1): 1.389
 VAPOR DENSITY: HEAVIER THAN AIR EVAPORATION RATE: SLOWER THAN ETHER
 SOLUBILITY IN WATER: SOLUBLE
 APPEARANCE AND ODOR: PRODUCTS INCLUDED IN THIS MSDS CLASSIFICATION MAY VARY FROM A VISCOUS TRANSPARENT LIQUID TO AN OPAQUE SEMI-PASTE, HAVING AN ODOR CHARACTERISTIC OF LATEX WATERBORNE SYSTEMS

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

FLASH POINT: NA: (WATERBORNE PRODUCT) METHOD USED: TCC
 FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: NA UPPER: UNKNOWN
 EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG

SPECIAL FIREFIGHTING PROCEDURES
 WEAR SELF-CONTAINED BREATHING APPARATUS WITH A FULL FACE PIECE OPERATED IN THE POSITIVE PRESSURE DEMAND MODE.

UNUSUAL FIRE AND EXPLOSION HAZARDS
 CLOSED CONTAINERS MAY EXPLODE OR BURST (DUE TO THE BUILD-UP OF STEAM PRESSURE) WHEN EXPOSED TO EXTREME HEAT.

===== SECTION V - REACTIVITY DATA =====

STABILITY: STABLE
 CONDITIONS TO AVOID
 AVOID CONTACT WITH STRONG ALKALIES, STRONG MINERAL ACIDS, OR STRONG OXIDIZING AGENTS. DO NOT FREEZE LATEX PAINT.

M A T E R I A L S A F E T Y D A T A S H E E T

WHITE LATEX FIELD MARKING PAINT

INCOMPATIBILITY (MATERIALS TO AVOID)
NONE KNOWN

HAZARDOUS DECOMPOSITION OR BYPRODUCTS
BURNING, INCLUDING WHEN HEATED BY WELDING OR CUTTING, WILL PRODUCE SMOKE, CARBON MONOXIDE AND CARBON DIOXIDE.

HAZARDOUS POLYMERIZATION: NOT EXPECTED TO OCCUR.

===== SECTION VI - HEALTH HAZARD DATA =====

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE
VAPOR OR MIST CAN CAUSE HEADACHE, NAUSEA, AND IRRITATION OF THE NOSE, THROAT AND LUNGS. PRODUCT CONTAINS CRYSTALLINE SILICA WHICH IS CLASSIFIED AS A HUMAN CARCINOGEN. LONG TERM EXPOSURE TO DUST FROM SANDING SURFACES OR MIST FROM SPRAY APPLICATIONS MAY LEAD TO A DISABLING LUNG CONDITION KNOWN AS SILICOSIS. THE RISK DEPENDS ON DURATION AND LEVEL OF EXPOSURE. USE OF APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT AND/OR ENGINEERING CONTROLS SHOULD BE EMPLOYED WHENEVER THESE TYPES OF OPERATIONS ARE BEING PERFORMED.

SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE
SLIGHTLY IRRITATING TO THE EYES.

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE
IRRITATING TO THE SKIN UPON REPEATED OR PROLONGED CONTACT.

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE
CAN CAUSE GASTROINTESTINAL IRRITATION, NAUSEA, VOMITING AND DIARRHEA. CONTAINS MATERIALS THAT MAY BE SLIGHTLY TOXIC.

HEALTH HAZARDS (ACUTE AND CHRONIC)
ACUTE: SEE ABOVE. CHRONIC: None known. Did not cause CANCER in long-term animal studies. ##(cancer warning):CALIF. PROPOSITION 65.This product contains chemicals known to the State of California to cause CANCER.##

CARCINOGENICITY: NTP CARCINOGEN: Yes IARC MONOGRAPHS: Yes OSHA REGULATED: No

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE
POSSIBLE ALLERGIC REACTIONS.

EMERGENCY AND FIRST AID PROCEDURES
IF ON SKIN: THOROUGHLY WASH EXPOSED AREA WITH SOAP AND WATER REMOVE CONTAMINATED CLOTHING AND LAUNDRY BEFORE REUSE. IF IN EYES FLUSH WITH LARGE AMOUNTS OF WATER. LIFTING UPPER AND LOWER LIDS OCCASIONALLY. GET MEDICAL ATTENTION. IF SWALLOWED: IMMEDIATELY DRINK TWO GLASSES OF WATER AND GET MEDICAL ATTENTION. IF BREATHED: IF AFFECTED, REMOVE INDIVIDUAL TO FRESH AIR. IF NECESSARY, APPLY OXYGEN AND OR ARTIFICIAL RESPIRATION AND GET MEDICAL ATTENTION.

===== SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE =====

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED
CONFINED TO A SMALL AREA. USE ADSORBENT TO CLEAN UP. PLACE IN CONTAINER FOR DISPOSAL.

WASTE DISPOSAL METHOD
DISPOSE OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. CONTACT CHEMICAL WASTE DISPOSAL COMPANY FOR FURTHER INFORMATION.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING
KEEP MATERIAL FROM FREEZING AS PRODUCT MAY COAGULATE. DO NOT EXPOSE TO EXTREME HEAT.

OTHER PRECAUTIONS
WARNING! GRINDING OR ABRADING OF DRIED PRODUCT MAY RELEASE DETECTABLE AMOUNTS OF HAZARDOUS RESPIRABLE DUST

===== SECTION VIII - CONTROL MEASURES =====

RESPIRATORY PROTECTION
IF EXPOSURE LIMITS ARE EXCEEDED OR IF APPLIED BY SPRAYING, USE APPROPRIATE, PROPERLY FITTED NIOSH/MSHA APPROVED RESPIRATOR. REFER TO OSHA 29 CFR 1910-134 "RESPIRATOR PROTECTION".

M A T E R I A L S A F E T Y D A T A S H E E T

WHITE LATEX FIELD MARKING PAINT

VENTILATION

PROVIDE SUFFICIENT MECHANICAL (GENERAL AND/OR LOCAL EXHAUST) VENTILATION TO MAINTAIN EXPOSURE BELOW THE LOWEST STATED TLV.

PROTECTIVE GLOVES

WEAR RESISTENT GLOVES SUCH AS NITRILE RUBBER.

EYE PROTECTION

CHEMICAL SPLASH GOGGLES IN COMPLIANCE WITH OSHA REGULATIONS ARE ADVISED.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT

TO PREVENT REPEATED OR PROLONGED CONTACT, WEAR IMPERVIOUS CLOTHING AND BOOTS.

WORK/HYGIENIC PRACTICES

N/A

SECTION IX - DISCLAIMER

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