Title of Bid: Paint - Road & Thermoplastic Markings  
Bid #: 20-014

Dept.: Highway  
Contact Person: John Lyons  
Ext.: 6999

Description (product/service, justification and use):
Paint and thermoplastic for pavement markings and lane striping.

Funding for this material was approved within the 2020 Annual Budget on 12/18/2019. The Department budgeted $75,000.00 from the Paint for Striper line item (see page 174). The estimated expenditure is $70,000 for 2020.

Award to: Ennis - Flint, Inc  
Location: 4161 Piedmont Pkwy, Suite 370, Greensboro, NC

Price: $70,000.00  
Contract term (if applicable):

Bid opening held on: 1/22/2020  
Opened by: Finance

Account number to be charged for purchase: 201-9020-46652

If bid was not awarded to lowest bidder, please explain:

We recommend awarding to Ennis-Flint, Inc. Ennis was low bidder on most materials and was the only bidder to submit bids for all requested materials.

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Bid #: 20-014

Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Meets all specifications</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ozark Materials, LLC</td>
<td>591 Glendale Ave., Greenville, AL 36037</td>
<td>√ Yes No</td>
<td>See Attached</td>
</tr>
<tr>
<td>Grevko Markings, Inc</td>
<td>300 Brogdon Rd, Ste 180, Sawanee, GA 30024</td>
<td>√ Yes No</td>
<td>See Attached</td>
</tr>
<tr>
<td>Swarco Industries, LLC</td>
<td>270 Rutherford Ln., Columbia, TN 38401</td>
<td>√ Yes No</td>
<td>See Attached</td>
</tr>
</tbody>
</table>

For each vendor that doesn’t meet specifications, please explain why:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Meets all specifications</th>
<th>Price</th>
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</table>

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

Department Director/Elected Official Signature 11/23/2020

Approval / Concurrency of Director of Finance 12-5-20

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature
## Geveko Markings, Inc.

<table>
<thead>
<tr>
<th>Company</th>
<th>Price per 55 Gal. Drum</th>
<th>Estimated Qty</th>
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<tr>
<td>Acrylic Waterborne (White)</td>
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<tr>
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**Thermoplastic Symbols**

<table>
<thead>
<tr>
<th>UOM</th>
<th>Price</th>
<th>Estimated Qty</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Ea</td>
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<td>Roll**</td>
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<tr>
<td>Roll***</td>
<td>$92.08</td>
<td>150</td>
<td>$13,812.00</td>
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</table>

**Grand Total** $314.98

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## Ennis-Flint, Inc.

<table>
<thead>
<tr>
<th>Company</th>
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**Grand Total** $401.55

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## Swarco Industries, LLC

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<tr>
<td>Roll</td>
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**Grand Total** $420.00

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## Colorado Paint Co., LLC

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</tr>
<tr>
<td>Roll</td>
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<td>150</td>
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</table>

**Grand Total** $79,928.75

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**Note:**

- Grand Total $46,440.00
- Grand Total $62,370.00
- Price listed is per each, but are sold in packs of 2. Purchases will need to be in multiples of 2.
- Product bid is supplied in flat sheets of 3' sections (Total 30 linear ft)
- Product bid is supplied in flat sheets of 3' sections (Packed in 15 linear foot packages-bid price is for 30 linear feet)
- Note: Above product is PreMark, but if rolls are desired, Hot Tape is also available, if requested, at an equivalent price.

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This is a list of the bid responses received, and is provided for informational purposes only. This is not a Notice of Bid Award.
LEGAL NOTICE

INVITATION FOR FORMAL BID
IFB 20-014

For

Paint – Road and Thermoplastic Markings

For

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking bids for Paint – Road and Thermoplastic Markings. The County reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. All bid prices submitted must be guaranteed for ninety (90) days.
Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: Ennis-Flint, Inc.

Business Address: 4161 Piedmont Pkwy., Ste. 370

Greensboro, NC 27410

Business Hours: 8:00 am - 5:00 pm EST

Phone: (800) 331-8118 Fax: (336) 218-6746

Email address: contracts@ennisflint.com

Contact Person: Cindy Salay, Contract Administrator

Authorized Signature: Zina Brooks (Indicates acceptance of all bid terms and conditions) Zina Brooks, Director of Contract Admin.

Date: 1-20-2020
BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plain marked “20-014 Paint - Road and Thermoplastic Markings” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 1/22/2020 at 11:00 AM, in Room 534 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by going to our St Charles County Government website at http://www.sccmo.org/Bids.aspx click on “show Closed/Awarded/Cancelled bids”, select bid and click on “related documents”. No phone calls please. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail to:

Pam Luesse
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
pluesse@sccmo.org

For questions or inquiries concerning the specifications please contact:

John Lyons, Highway Superintendent
St. Charles County Government
301 North Third St
St. Charles, Missouri 63301
Fax: (636)949-7307
jlyons@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than 3:00 PM on 1/16/2020. Any question received after this deadline may not be answered.
Responses to questions/clarifications will be placed on the County’s website http://www.sccmo.org/Bids.aspx. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication
Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.
TERMS AND CONDITIONS

➢ St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.

➢ All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.

➢ All delivery costs or charges must be included in the F.O.B. destination bid price.

➢ City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.

➢ The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.

➢ The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

➢ Vendors are required to clearly identify any deviations from the specifications in this document.

➢ An authorized officer of the company submitting the bid must sign all bids, in blue ink.

➢ Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.

➢ All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.

➢ St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

➢ Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.

➢ The successful bidder is specifically denied the right of using, in any form or medium, the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

➢ All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

Proposal Response from (please complete)

Ennis-Flint, Inc.

Name of Company or Individual
Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.

County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.

When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)
As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:
- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; OR
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for one year from the date of the notarized affidavit.

** PLEASE NOTE:
Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

Open Records
Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.
BID SPECIFICATIONS
PAINT - ROAD AND THERMOPLASTIC MARKINGS

SOLICITATION: St. Charles County is soliciting bids from Vendors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide St. Charles County with the materials as per specifications called for herein.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, not restrictive. The Vendor may offer any product that meets or exceeds the applicable specifications. The Vendor must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. The County shall determine in its sole discretion whether a product is acceptable as an equivalent.

A. STRIPING PAINT

I. Acrylic Waterborne

The following specifications shall apply to purchases of Water-Borne, Quick Dry Traffic Line Paints for St. Charles County. Hereafter, St. Charles County will be referred to as the County in these specifications. The County reserves the right to waive minor technicalities under the Specification.

GENERAL REQUIREMENTS:

These materials will be used to paint center lines, edge lines and no-passing lines on Portland cement concrete and bituminous concrete surfaces and shall be furnished in one grade and two classes as follows:

Class A - White
Class B - Yellow

These paints shall consist of DOW DT 250 or Rohm and Haas 3427 acrylic resins. The paint is also required to have lead-free pigments, driers, water as solvent and sufficient pigment suspending agents to insure soft settlement during storage. The Vendor shall certify to the County the resin to be utilized in the formulation of this paint.

The paints shall be:

- Diamond Vogel
- UC - 1520 White
- VLX - 11912-02 Yellow
- Rohm and Haas 3427 acrylic resin
- Rich Paint Co.
- RT-250 White
- RT-251 Yellow
Dow DT 250 acrylic resin
Ennis Paint
981601 White
981605 Yellow
Acrylic Resin 3427

Or Approved Equal

The paints shall be well ground and mixed, shall not settle badly or cake in the container, shall not thicken in storage or change in consistency and shall be readily broken up with a stirrer to a smooth and uniform condition.

In addition to the general requirements, the paints must conform to the following detail requirements:

DETAIL REQUIREMENTS:

Formulation

White - The white paint must have a minimum of at least one (1) pound titanium dioxide per gallon.

Yellow - The pigment of the yellow paint shall consist of the following for each 100 gallons of paint.

- 30 lbs. of 11-2401 Hansa Yellow XT, from Hoechst Celanese Corp. or approved equivalent*

- 17 lbs of Rutile Titanium Dioxide

- And other such extender pigments as necessary to produce a close match to the yellow color requirement.

*Approved equivalent must have been tested and approved by Missouri Department of Transportation or an independent laboratory selected by the County.

Drying Time In a field application, the dry to no-pick-up time shall not exceed 1 minute under the following conditions: The product must be applied at 12-13 wet mils with 6 lbs. of moisture resistant beads per gallon. Temperature is to be above 72°F and relative humidity must be below 57%. Air flow across the surface of field applied material must be at least 75 feet per minute to qualify material for this requirement.

For a laboratory test, the dry to no-pick-up time shall not exceed 5 minutes when tested according to the Kansas Department of Transportation test KT-MR 12 (ATTACHMENT A).

Dry Opacity: Contrast ratio shall be not less than 0.96 when the paint is applied with a 0.012inch film applicator. Dry Opacity will be determined according to Method 4121, Federal Test Method Standard No. 141a. Apply the paint with the above applicator to the chart specified in Section 1.1 of Method 4121.
Daylight Reflectance: When tested according to Method 6121, Federal Test Standard No. 141a, the Daylight Reflectance of the white paint shall be not less than 80% relative to magnesium oxide.

Color: The color of the yellow paint shall match the Standard Shade within the red and green tolerance limits when compared with the Highway Yellow Color Tolerance chart obtained from the U.S. Department of Transportation, Washington, D.C.

Consistency (viscosity): The consistency shall be not less than 80 nor more than 90 K.U. as determined by ASTM D562.

Flexibility: Apply the paint to aluminum panels with a 0.005 inch Bird Film Applicator. Air dry 18 hours and bake for 5 hours at a temperature of 105-110°F. Cool for 15 minutes at 77°F and bend the conical mandrel. Examine without magnification. There shall be no cracking of the film at a mandrel diameter of one inch or larger. The Panel shall be aluminum alloy 2024-0, 0.032 inch-thick plus or minus 0.003 inch. The conical mandrel shall be as specified in ASTM D522.

Abrasion Resistance: When subjected to the Falling Sand Abrasion Resistance Test, the amount of sand required to completely abrade the paint film from an area 5/32" in diameter on the panel shall be not less than 70 liters.

The test shall be conducted according to Method 6191 of Federal Test Method Standard No. 141a with the following additions and exceptions:

Panel preparation shall be as indicated below.

Fresh, new unused sand shall be used for each test of three panels.

Sand shall be measured by weight, 17.5 lbs. of sand being counted as equivalent to 5 liters.

A test shall be the average liters of sand required to abrade the 5/32 inch spot on three separate panels.

Panels for the test will be prepared as follows: Apply the paint without reduction to a smooth glass panel with a 0.005 inch Bird Film Applicator. Air dry for 24 hours and bake for 3 hours at a temperature of 105-100°F. Condition the panel for 24 hours at a temperature of 70-80°F and a relative humidity of 50-70% before making the test. The glass panels shall not be less that 8 inches long and the abrasion test shall be made on the middle third of the film on the panel.

Water Resistance: Apply a film of the paint with a 0.005 inch Bird Film Applicator to a smooth glass panel approximately 10 inches long. Allow to dry for 48 to 72 hours and then immerse one end of the panel in a beaker of distilled water to a depth of approximately 5". After 24 hours of immersion, remove the panel and examine. After 24 hours of air drying the immersed portion of the film shall be equal in hardness, toughness, gloss, color adhesion to the portion of the film that was not immersed in.
water. Adhesion shall be checked using a knife blade or spatula on both ends of the film, comparing the ease with which the film can be removed from the glass.

**Stability Test:** Fill a one-pint friction top paint can with the thoroughly mixed sample to within one inch of the top. Determine consistency in grams according to Method 4281, Federal Test Method Standard No. 141a. Close the can with the lid and shake for 5 minutes. Place the can in an air oven at 600 plus or minus 20°C for 18 hours. Remove and cool to room temperature. Open the can, remove any skins and examine the contents. There shall be no livering or other deteriorations. Thoroughly mix the paint and again determine the consistency in grams. The 17 grams is equivalent to slightly more than 3.0 K.U. increase in consistency.

**Fineness of Grind:** When tested according to ASTM D1210, the fineness of grind shall be not less than 3 Hegman units.

**Freeze-Thaw Resistance Test:** When tested according to ASTM D2243 the consistency shall not change by more than 5 K.U. and shall show no breaking of the emulsion or coagulation. Paint must be able to pass 5 freeze thaw cycles.

**Bead Embedment:** Paint shall be applied to a glass panel at a wet film thickness of 0.012 inch followed immediately by an application of glass beads dropped onto the surface of the paint. After drying for at least 24 hours, observe the amount of bead embedment with a 30-power microscope. At least 90% of the beads shall be embedded between 40% and 60%. The glass beads used for this test must be a Moisture Resistant Silicone treated bead suitable for use with a water base coating.

**CERTIFICATION and TESTING:**
The Vendor shall furnish the County with a certification from an independent testing laboratory that the paint furnished to the County meets this specification.

The County reserves the right to also have the Missouri Department of Transportation or an independent testing laboratory test samples of the paint.

**CONTAINERS:**

Paint shall be furnished in Baked Phenolic Lined open head type returnable steel drums of 55-gallon capacity. The removable head shall be fitted with a gasket to prevent leakage. The head shall have a standard 2" threaded opening. The drums shall be stenciled "St Charles County Traffic Line Paint," with the manufacturer's name, paint color, date of manufacture, formula number and batch number.

Empty drums are to be picked up from the County within 10 days after notice.
ATTACHMENT A
DRY TO NO-PICK-UP TIME FOR WATER-BORNE TRAFFIC PAINT

1. Scope.
This test method is a laboratory procedure to determine the dry to no-pick-up time for water-borne traffic paint by a rubber wheel.

2. Summary of the Method.
Three atmospheric conditions affect the drying time of water-borne traffic paint. These conditions which have direct effects on the evaporation of water from the paint are: air flow, temperature, and relative humidity. This method eliminates the influence of air flow and permits drying time evaluation as a function of temperature and relative humidity has a more significant effect on the drying time.

3. Required Apparatus.
(a) Test chamber approved by the Kansas Department of Transportation.
(b) Combination hygrometer and temperature indicator.
(c) Equipment as described in ASTM D711.

4. Procedure.
(a) Beneath the grate, in the bottom of the test chamber, place a large piece of folded cheesecloth or other absorbent towel that has been saturated with water. Close the door and all ports. Allow to equilibrate for two hours at 77°F ± 2°F.
(b) After equilibration, the relative humidity in the chamber should be near 100%. Open and close the ports to establish a relative humidity of 65% ± 3% in the chamber.
(c) Heat the paint and a clean 4 1/2" x 9" glass panel to 120°F.
(d) Draw down the paint at a 0.012" wet film thickness. Start the stop watch.
(e) Place the panel into the test chamber. Adjust the side ports of the test chamber to re-establish 65% relative humidity.
(f) After 3 minutes elapsed time, quickly remove the test panel and proceed to test for "Dry to no-pick-up" as described in ASTM D711. If the sample fails, quickly return the panel to the test chamber as in Step (a).
(g) Retest the sample at one-minute intervals until no paint adheres to the rubber rings of the test wheel.
(h) Report the elapsed time in minutes between the application of the paint and the end point as the "Dry to no-pick-up" time.
II. High Build

The following Specifications shall apply to the purchase of Water-Borne Traffic Line Paint for the Pavement Marking Division of St. Charles County, Missouri. The County reserves the right to waive minor technicalities under this specification.

General Requirements

The material will be used to paint lane lines, center lines, edge lines and no-passing lines, in conjunction with glass beads, for applications on bituminous or Portland cement concrete pavements. The material shall be applied with department-owned spray equipment at application temperatures of 50 to 150°F. The paint shall be furnished in white and yellow as indicated on the proposal.

The paint shall consist of acrylic resin, lead-free pigments, dryers, water as solvent, and sufficient pigment suspending agents to insure soft settlement during storage.

The paint supplied shall be from freshly prepared stock and shall be formulated and manufactured from first grade materials. The paint shall be a fast-drying, waterbase, acrylic resin type paint capable of withstanding air and roadway temperatures without bleeding, staining, discoloring, or deforming. The dried film shall be capable of maintaining its original dimensions and placement without chipping, spalling, or cracking. In addition, it shall not deteriorate because of contact with sodium chloride, calcium chloride, mild alkalis and acids, or other ice control materials, oil, gasoline, or diesel fuel droppings from vehicles.

Detailed Requirements

2.1 Formulation

Yellow paint- The pigment of the Yellow paint shall consist of the following for each 100 gallons of paint:

A. 30 lbs. of approved Hansa Yellow
B. 17 lbs. of Rutile Titanium Dioxide
C. Other such extender pigments as necessary to produce a close match to the yellow color requirement.

White and yellow paint shall be composed of 100% acrylic polymer, which shall be Rohm and Hass HD-21 acrylic resin.

2.2 Color:

Yellow paint shall meet the following chromaticity requirements:

<table>
<thead>
<tr>
<th>Color</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td>Y</td>
<td>X</td>
<td>Y</td>
</tr>
<tr>
<td>Yellow</td>
<td>.475</td>
<td>.450</td>
<td>.490</td>
<td>.433</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>Y</td>
<td>X</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>.495</td>
<td>.475</td>
<td>.520</td>
<td>.450</td>
</tr>
</tbody>
</table>

Proposal Response from (please complete)

Ennis-Fint, Inc.

Name of Company or individual
Yellow paint must display a nighttime presence of yellow when viewed from automobile headlights.

White paint shall be pure white (free of tint)

2.3 Properties

2.3.1 Dry to No Track Time: Maximum 5 minutes when tested according to Kansas Department of Transportation test method for water-borne traffic paint KT-MR 12.

2.3.2 Consistency (viscosity): The consistency shall not less than 75 nor greater than 90 K.U. as determined by ASTM D562.

2.3.3 Fineness of Grind: The fineness of grind shall be no less than 3 Hegman units when tested according to ASTM D121

2.3.4 Dry Opacity: Contrast ratio shall be not less than .96 when the paint is applied with 0.012 inch film applicator. Dry Opacity will be determined according to method 4121.1, Federal Test Method Standard No. 141c. Application of the paint be with the above applicator to the chart specified in Section 1.1 of Method 4121.1.

2.3.5 Daylight Reflectance: The Daylight Reflectance of the white paint shall not be less than 80% relative to magnesium oxide when tested according to ASTM E1347.

3. Acceptance:

Acceptance of material furnished under this specification will be based on receipt and approval of a certification stating that the paint complies with provisions of the specification.

III. Cold Weather

1.0 SCOPE. This specification describes a fast-drying cold weather waterborne traffic paint for application on bituminous or Portland cement concrete pavements with airless or air atomized spray equipment at air and pavement temperatures of 35°F. and above. The paint is intended for 15 wet mil applications and shall be capable of producing a reflectorized traffic marking when the proper bead system (coating, gradation, and rate of application) is used. This product shall not be applied when temperatures are below the dew point. Surfaces to be marked shall be dry and free of loose dirt, loose paint, and other contaminants.

2.0 PERFORMANCE OF FINISHED PRODUCT. The finished product shall comply fully with the following performance characteristics:

2.1 Viscosity at specific temperature. The paint shall maintain the following viscosity characteristics for a minimum of twelve (12) months after date of manufacture.

<table>
<thead>
<tr>
<th>Temperature</th>
<th>Viscosity</th>
</tr>
</thead>
<tbody>
<tr>
<td>35°F (1.7°C)</td>
<td>90 max.</td>
</tr>
<tr>
<td>77°F (25°C)</td>
<td>80-85</td>
</tr>
<tr>
<td>90°F (32°C)</td>
<td>75 min</td>
</tr>
</tbody>
</table>

Proposal Response from (please complete)

Ennis-Flint, Inc.

Name of Company or Individual
2.2 Scrub Resistance. The paint shall pass a minimum of 800 cycles when tested in accordance with ASTM D 2486.

2.3 Low temperature Film Formation. The paint must coalesce to form a contiguous film free of cracks or film defect when applied at 25 wet mils over a glass panel and kept at 35°F. for 72 hours.

2.4 Shelf Life. After storage for periods of up to twelve (12) months (shelf life) from the date of packaging:

2.4.1 The pigment shall not settle badly or cake in the container, nor shall the paint skin or thicken in storage sufficiently to cause an undesirable change in condition, nor show spoilage.

2.4.2 The paint shall comply with all the provisions of these specifications and be capable of being re-dispersed with mixing to a smooth uniform condition of useable consistency.

3.0 GENERAL. In addition to the "PERFORMANCE CHARACTERISTICS" the paint shall:

3.1 Not contain more than 500 ppm lead, based on dry weight and/or more than 280 ppm chromium, based on dry weight.

3.2 Not exceed 150 grams per liter of Volatile Organic Compounds. (ASTM 3960)

3.3 Contain a minimum level of 1.0 pounds per gallon of Rutile Titanium Dioxide. (ASTM D476, Type II)

3.4 Contain a 100% acrylic emulsion. The non-volatile portion of the vehicle shall not be less than 43.0 percent by weight. No blending of latex emulsion polymers shall be allowed.

3.5 Meet the following Physical Properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent Total Solids by weight</td>
<td>70</td>
</tr>
<tr>
<td>Percent Volume Solids, min</td>
<td>58</td>
</tr>
<tr>
<td>Percent Pigment by Weight</td>
<td>48-52</td>
</tr>
<tr>
<td>Percent Non-volatile in Vehicle</td>
<td>43.0</td>
</tr>
<tr>
<td>Weight per Gallon, lbs, min</td>
<td>12.5</td>
</tr>
<tr>
<td>Laboratory Dry Time, ASTM D 711</td>
<td>10 max</td>
</tr>
<tr>
<td>Grind (Hegman Gauge), min.</td>
<td>3</td>
</tr>
<tr>
<td>Dry Through @ 90% +/- 5% R.H.</td>
<td>Not greater than 15 minutes</td>
</tr>
</tbody>
</table>
| Difference from formula or a maximum of 130 minutes.

3.6 Pigment Yellow 65.

3.7 Yellow Iron Oxide. This material shall comply with the latest revision of ASTM D 768.

3.8 Extender Pigments. Extender pigments are left to the discretion of the manufacturer.
3.9 Color. The color after drying shall (for White) be a flat white, free from tint, furnishing good opacity and visibility under both daylight and artificial light. For yellow, the color shall closely match Color Chip 33538 of Federal Standard 595 and be +/- 6% from the PR-1 chart central color when read over the white portion of a 2A Leneta Chart.

3.10 Flexibility. The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952E.

3.11 Water Resistance. The paint shall conform to Federal Specification TT-P-1952E water resistance test. There shall be no blistering or appreciable loss of adhesion, softening, or other deterioration after examination.

3.12 Freeze-Thaw Stability. The paint shall show no coagulation or change in consistency greater than 10 Kreb Units when tested in accordance with Federal Specification TT-P-1952E for three (3) cycles.

3.13 Heat Stability. The paint shall show no coagulation, discoloration or change in consistency greater than 10 Kreb Units when tested for one (1) week at 140°F (60°C).

3.14 Dilution Test. The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned with water only.

3.15 Storage Stability. After 30 days storage in a three-quarters filled, closed container, the paint shall show no caking that cannot be readily remixed to a smooth, homogeneous state, no skinning, livering, curdling, or hard settling. The viscosity shall not change more than 10 Kreb Units from the viscosity of the original sample.

3.16 Contrast Ratio. The minimum contrast ratio shall be 0.99 for White and 0.98 for Yellow when drawn down with a 0.015 Bird film applicator on a 2A Leneta Chart and air dried for 24 hours. Contrast Ratio = Black / White

3.17 Reflectance. The daylight directional reflectance of the white paint shall not be less than 87% and not less than 50% for yellow paint of a 15-mil wet film applied to a 2A Leneta Chart. After drying 24 hours, measure the reflectance of the paint over the white portion of the chart using a Colorimeter. ASTM E 97

3.18 Bleeding. The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Specification TT-P-1952E. The asphalt saturated felt shall conform to ASTM D 226 for Type I.

3.19 Dry Through Time. The paint shall be applied to a non-absorbent substrate at a wet film thickness of 15 (+/-1) mils and placed in a humidity chamber controlled at 90 (+/-5) % Relative Humidity and 72.5°F (+/-2.5°F). The dry through time shall be determined according to ASTM D 1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.
4.0 PREQUALIFICATION OF VENDOR.

No bid shall be considered unless the Vendor submitting the bid can meet the following conditions:

That it has in operation a plant adequate for and devoted to the manufacture of the pavement marking paint that it proposes to furnish and is capable of producing batch sizes of at least 3,000 gallons and consistent with the quantities to be delivered.

4.1 That it maintains a laboratory to scientifically control the product bid upon to assure accuracy and quality of formulation.

4.2 That it has produced fast drying waterborne traffic marking paint meeting this specification with a successful application record.

5.0 SERVICE. Since proper application is deemed essential to the success of this process, the manufacturer shall have at least one technician available to instruct in the application of this type of paint. The technician shall be familiar with the application equipment and the materials, and shall have successful experience in the placing of fast drying waterborne traffic paint at the film thickness called for in this specification and with standard glass beads.

6.0 ACCEPTANCE. The County reserves the right to make field tests of material prior to award to determine its suitability for application in its equipment and for purposes of determining compliance with the drying time requirements of this specification.

Delivery

Paint shall be ready for immediate use upon delivery without any additional mixing or agitating required. Each shipment of paint shall consist of at least 550 gallons. Each shipment shall be delivered only upon request from the Highway Department. The paint shall be delivered to the St. Charles County Highway Department, 3890 Greens Bottom Road, St. Charles, Missouri 63304, within ten (10) working days after receipt of order. The Vendor shall schedule arrival of each shipment at this location between 7:00 a.m. and 3:30 p.m. The St. Charles County Highway Department shall be notified of the shipment delivery date at least two (2) days in advance of delivery by calling 636-498-0545, or 636-949-7305. The bidder shall be penalized $100.00 a day for late shipments.

B. PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

1. Description: This specification is for a preformed polymer thermoplastic pavement marking material, which is adhered to asphalt and concrete pavements and Portland cement concrete pavements by means of heat fusion by the use of a propane torch.

1.1 These markings are suitable to use for roadway, intersection, commercial or private pavement delineation and markings.

1.2 The markings shall be designed for straight lines, arrows, symbols, legends, letters/numbers and specialty markings.

Proposal Response from (please complete)

Ennis-Flint, Inc.

Name of Company or Individual
1.3 This material is designed for high urban traffic volumes and severe wear and will not deteriorate due to exposure to sunlight, oil and gasoline, water, salt or pavement oil content.

1.4 The preformed marking shall conform to the pavement contours. The marking shall have resealing characteristics and be capable of fusing to itself, and previously applied worn hydrocarbon and alkyd thermoplastic.

1.5 Configurations shall conform to the current Manual of Uniform Traffic Control Devices for Street and Highways, as issued by the U.S.A. Federal Highway Administration.

1.6 The markings must be a resilient white or yellow thermoplastic product with uniformly distributed glass beads on surface and throughout the entire cross section of the material.

2. Quality Control: The manufacturer must be ISO certified and provide proof of current Certification.

3. Material Composition: The material must be comprised of alkyd modified ester rosin that will not be deteriorated by gas or oil. In addition, the material contains aggregates, pigments, binders and glass beads which have been factory produced as a finished product. Some markings, such as arrows, are produced without beads for directional purposes and receive drop on beads during installation. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state.

3.1 Glass Beads: The preformed thermoplastic material shall have a minimum of 30% uniformly distributed glass beads throughout the entire cross section of the material. The exposed layer of glass beads shall provide immediate retro-reflectivity without additional glass beads being added on the material during application (reversible arrows are an exception).

3.1.1. The intermixed beads shall be clear and transparent and no more than twenty percent (20%) shall consist of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.

3.1.2. The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of 1 lb. (± 10%) per 11 sq. ft. These factory-applied coated surface beads, shall have the following specifications:

3.1.3. 1) Minimum 80% rounds
2) Minimum refractive index of 1.5
3) Minimum SiO2 content of 70%;
4) Maximum iron content of 0.1%;

<table>
<thead>
<tr>
<th>Size Gradation</th>
<th>% Retained</th>
</tr>
</thead>
<tbody>
<tr>
<td>1400 μm (14 U.S. mesh)</td>
<td>0-3%</td>
</tr>
<tr>
<td>1180 μm (16 U.S. mesh)</td>
<td>2-10%</td>
</tr>
<tr>
<td>1000 μm (18 U.S. mesh)</td>
<td>10-30%</td>
</tr>
<tr>
<td>850 μm (20 U.S. mesh)</td>
<td>30-60%</td>
</tr>
<tr>
<td>600 μm (30 U.S. mesh)</td>
<td>50-80%</td>
</tr>
<tr>
<td>500 μm (35 U.S. mesh)</td>
<td>60-85%</td>
</tr>
</tbody>
</table>
3.2. Pigments:

3.2.1. White: The material shall be manufactured with 10% rutile titanium dioxide pigment meeting ASTM D-476 Type II.

3.2.2. Yellow, Blue and Red: The material shall be manufactured with sufficient and Ultra Violet stable pigments. The yellow pigments must be organic and must be heavy-metal free.

3.3. Melting Index:

3.3.1. The top surface of the material should be heated until the material has reached a molten state (fusible liquid).

3.3.1.1. Material will appear to be shiny.

3.3.1.2. The edges will relax and slant downward.

3.3.1.3. Small bubbles and/or steam can be visible.

3.3.1.4. Material is completely conformed to surface being applied to all the above, signify that a satisfactory adhesion and proper bead embedment has been achieved.

4. Skid Resistance: The surface of the preformed thermoplastic markings, with properly applied and embedded top dressing, must provide a minimum skid resistance value of 45 BPN when tested according to ASTM: E 303-74.

5. Thickness: The width of the supplied material shall have a minimum average thickness of 0.090 inch (2.286mm).

6. Versatility: The turn arrows and combination arrows shall be available without bead toppings. This will allow for the reduction of inventory and last minute job changes when required.

7. Environmental Wear and Tear: The material must be resistant to deterioration exposure to water, sunlight, adverse weather conditions and is impervious to oil and gasoline.

8. Retro-reflectivity: The preformed markings shall upon application exhibit uniform adequate nighttime reflectivity. Using a LTL 2000 or LTL-X Reflectometer with a 30-meter geometry the preformed thermoplastic shall be capable of exceeding a retro reflectivity value of 500 millicandelas for white and 300 millicandelas for yellow. Note: the retro reflectivity can vary greatly during installation depending on the amount of heat applied during installation.

9. Installation: Prior to application the material shall remain flexible at temperatures above 50°F and shall be fusible to asphalt concrete by means of the normal heat of a propane type torch. 9.1. The type of torch shall be recommended by the manufacturer and have a rating between 210,000 and 300,000 BTU's.
9.2. The markings shall be applied in accordance with the manufacturer's recommendations. All moisture must be completely removed from the substrate and the surface must be totally free of loose debris.

9.3. A primer is recommended for aged or difficult to bond surfaces.

10. New Surfaces: Markings shall be capable of being applied as the original permanent marking on the day the surface is paved without being adversely affected by the fresh pavement oil content.

11. Packaging: The material shall be packed in suitable cartons clearly labeled with items such as material thickness, batch and part #, etc., for ease of identifying the contents.

11.1. Cardboard stiffeners are to be placed in boxes where necessary.

11.2. Each pallet is stretch wrapped and banded in both directions to avoid shifting during transit.

11.3. The packaging shall be packed in 100% recycled materials.

11.4. Maximum of 3' long pieces for linear material.

11.5. The carton shall not weigh more than 70 lbs.

12. Technical Services: Technical services shall be provided when required.

13. Performance: The preformed thermoplastic markings shall meet all state specifications and be approved for use by the appropriate state agency.
Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder’s offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

*Price listed is per each, but these are sold in packs of 2. Purchases will need to be in multiples of 2.
**Product bid is supplied in flat sheets of 3’ sections (Total 30 linear feet).
***Product bid is supplied in flat sheets of 3’ sections (Packed in 15 linear foot packages - bid price is for 30 linear feet)
NOTE: Above product is PreMark, but if rolls are desired, Hot Tape is also available, if requested, at an equivalent price.

Date: 1-20-2020
Signature: Zina Brooks
Title: Zina Brooks, Director of Contract Administration
Company: Ennis-Flint, Inc.

Proposal Response from (please complete)

Ennis-Flint, Inc.
Name of Company or Individual
BID FORM
20-014
Paint - Road & Thermoplastic Markings

Ennis-Flint, Inc.

(Bidder name)

Submits the following bid for this project:

<table>
<thead>
<tr>
<th>Striping Paint</th>
<th>Price per 55 Gal. Drum</th>
<th>Estimated Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acrylic Waterborne (White)</td>
<td>$583.75</td>
<td>15</td>
<td>$8,456.25</td>
</tr>
<tr>
<td>Acrylic Waterborne (Yellow)</td>
<td>$583.00</td>
<td>110</td>
<td>$64,130.00</td>
</tr>
<tr>
<td>High Build (White)</td>
<td>$693.00</td>
<td>5</td>
<td>$3,465.00</td>
</tr>
<tr>
<td>High Build (Yellow)</td>
<td>$660.00</td>
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<td>$3,300.00</td>
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<tr>
<td>Cold Weather (White)</td>
<td>$671.00</td>
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<td>$3,355.00</td>
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<tr>
<td>Cold Weather (Yellow)</td>
<td>$720.50</td>
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<td>$3,602.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Thermoplastic Symbols</th>
<th>UOM</th>
<th>Price</th>
<th>Estimated Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Or Right Turn Arrow, 4 Foot, 125 Mil</td>
<td>Ea</td>
<td>$44.65</td>
<td>400</td>
<td>$17,860.00</td>
</tr>
<tr>
<td>Left Or Right Turn Arrow, 8 Foot, 125 Mil</td>
<td>Ea</td>
<td>$92.30</td>
<td>100</td>
<td>$9,230.00</td>
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<tr>
<td>Lines, White, 1 Foot Wide, 30 Foot Long, 125 Mil</td>
<td>Roll</td>
<td>$88.20</td>
<td>100</td>
<td>$8,820.00</td>
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<tr>
<td>Lines, White, 2 Foot Wide, 30 Foot Long, 125 Mil</td>
<td>Roll</td>
<td>$176.40</td>
<td>150</td>
<td>$26,460.00</td>
</tr>
</tbody>
</table>

All bids shall be in effect until new bids are let in 2021.

Authorized signature: Zina Brooks, Director of Contract Admin.

Date: 1-20-2020
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Zina Brooks ____________________ (Name of Business Entity Authorized Representative) as Director of Contract Administration (Position/Title) first being duly sworn on my oath, affirm Ennis-Flint, Inc. ____________________ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Ennis-Flint, Inc. ____________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Zina Brooks
Authorized Representative's Signature

Printed Name

1-20-2020
Date

contracts@ennisflint.com
E-Mail Address

Subscribed and sworn to before me this 20th of January, 2020, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Crawford, State of
(NAME OF COUNTY)

North Carolina, and my commission expires on 4-15-2024.
(NAME OF STATE)
(DATE)

Signature of Notary

Date

20-014 Paint-Road and Thermoplastic Markings
Proposal Response from (please complete)

Ennis-Flint, Inc.
Name of Company or individual
EXHIBIT A

ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

Zina Brooks, Director of Contract Administration

COMPANY NAME
Ennis-Flint, Inc.

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

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<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
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SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

-------------------------------------------------------------------------
Proposal Response from (please complete)
Ennis-Flint, Inc.
Name of Company or Individual
Hiring Statement: Veteran Friendly Employment Policy

Ennis Flint is an Equal Opportunity Employer.

All employment decisions at Ennis Flint are based on business needs, job requirements and individual qualifications, without regard to age, color, race, national origin, religion, gender, disabilities, past or present military status - veteran status, or any other protected status. Ennis Flint will not tolerate discrimination based on any of these characteristics. Ennis Flint encourages applicants of all ages, and veterans to apply for any open positions within our company.

For more information about opportunities at Ennis Flint, please contact Bernadette Young, Director of Human Resources, at 336-308-3826.
ABS Quality Evaluations
Certificate Of Conformance
This is to certify that the Quality Management System of:

Ennis Flint
4161 Piedmont Parkway
Greensboro, NC 27410
U.S.A.

(WITH ADDITIONAL FACILITIES LISTED ON ATTACHED ANNEX)

has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:

ISO 9001:2015

The Quality Management System is applicable to:

THE DESIGN, DEVELOPMENT, PRODUCTION, MANUFACTURE, AND SALE OF REFLECTIVE PAVEMENT MARKERS, PREFORMED EXTRUDED THERMOPLASTIC, HOT-APPLIED THERMOPLASTIC, PAINTS, AND PLURAL COMPONENT DURABLES FOR PAVEMENT MARKING APPLICATIONS AS WELL AS OTHER RELATED PRODUCTS AND APPLICATIONS.

This certificate may be found on the ABS QE Website (www.abs-qc.com). For certificates issued in the People's Republic of China information may also be verified on the CNCA website (www.cnca.gov.cn).

Certificate No: 50282
Certification Date: 21 July 2014
Effective Date: 17 December 2019
Expiration Date: 31 December 2021
Revision Date: 17 December 2019

Dominic Townsend, President

ANAB
IAF

Validity of this certificate is based on the successful completion of the periodic surveillance audits of the management system defined by the above scope and is contingent upon prompt written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

ABS Quality Evaluations, Inc. 1701 City Plaza Drive, Spring, TX 77389, U.S.A.
Validity of this certificate may be confirmed at www.abs-qc.com/cert_validation.

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ABS Quality Evaluations
ISO 9001:2015
Certificate Of Conformance
ANNEX
Certificate No: 50262

Ennis Flint
At Below Facilities:

Facility: 4161 Piedmont Parkway,
Suits 370
Greensboro, NC 27410
U.S.A.
Activity: HOs Corporate functions, QMS

Facility: 115 Todd Court
Thomasville, NC 27301
U.S.A
Activity: Manufacture preformed thermoplastic for pavement markings

Facility: 111 Todd Court
Thomasville, NC 27301
U.S.A.
Activity: Manufacture preformed thermoplastic for pavement markings

Facility: 4660 Tumpke Court
Thomasville, NC 27301
U.S.A.
Activity: Research & Development

Facility: 1509 S. Kaufman St.
Ennis, TX 75120
U.S.A.
Activity: Manufacture water born and solvent born paint, epoxy and thermoplastic for pavement markings.

Facility: 2803 Old Hwy 75
Ennis, TX 75120
U.S.A.
Activity: Manufacture water born and solvent born paint, epoxy and thermoplastic for pavement markings.

Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

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Page 2 of 4
ABS Quality Evaluations

ISO 9001:2015
Certificate Of Conformance

ANNEX
Certificate No: 50282

Ennis Flint
At Below Facilities:

- Facility: 200 2nd Street
  Bakersfield, CA 93318
  U.S.A.
  Activity: Manufacture water born paint and thermoplastic for pavement markings.

- Facility: 13213 Hwy 79 South
  Hannibal, MO 63401
  U.S.A.
  Activity: Manufacture water born paint.

- Facility: 1615 Commercial Street NE
  Salem, OR 97303
  U.S.A.
  Activity: Manufacture water born and solvent born paint and MMA for pavement markings.

- Facility: 400 Vauter Avenue
  Richmond, VA 23222
  U.S.A.
  Activity: Manufacture water born paint and epoxy for pavement markings.

- Facility: 850 McKay Road
  Pickering, ON L1W 2Y4
  Canada
  Activity: Manufacture water born and solvent born paint and MMA for pavement markings.

- Facility: 1620 Blvd. Wilfred Hame
  Quebec City, QC G1N 3Y6
  Canada
  Activity: Manufacture water born paint for pavement markings.

Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

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ABS Quality Evaluations

ISO 9001:2015
Certificate Of Conformance

ANNEX

Certificate No: 50282

Ennis Flint
At Below Facilities:

Facility: 505 County Line Road
Thomasville, NC 27306
U.S.A.

Facility: 201 Old Thomasville Road
High Point, NC 27262
U.S.A.

Activity: Manufacture of raised pavement markings, thermoplastic and glass beads for pavement markings.

Activity: Manufacture latex and MMA resins.

Facility: 10653 West State Hwy 294
Palestine, TX 75801
U.S.A.

Facility: 129 Cleveland Drive
Paris, KY 40361
U.S.A.

Activity: Manufacture glass beads for pavement markings.

Activity: Manufacture water born paint for pavements markings.

Facility: 4189 Eagle Hill Drive, Suite 100
High Point, NC 27265
U.S.A.

Activity: Conveying, packing and shipping of preformed thermoplastic for road markings.

Validity of this certificate may be confirmed at www.abs-eq.com/cert-validation.

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THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Ennis Flint Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.


ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly
employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer’s attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B, below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee’s perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status.
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee’s employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative non Confirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer’s responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use “Privacy Incident – Password” in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon
reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 [Web]) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

   i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
   ii. The employee’s work authorization has not expired, and
   iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee’s Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

   i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
   ii. The employee’s basis for work authorization as attested in Section 1 has expired or changed, or
   iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with
Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer’s compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA’s database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA’s database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and
b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III**

**REFFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify
case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the
employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative non Confirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.
B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer’s participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer’s business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,
Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.
### Employer
Ennis Flint Inc.

<table>
<thead>
<tr>
<th>Name (Please Type or Print)</th>
<th>Title</th>
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### Department of Homeland Security – Verification Division

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<td>07/17/2008</td>
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Page 13 of 17 E-Verify MOU for Employers | Revision Date 06/01/13
**Information Required for the E-Verify Program**

<table>
<thead>
<tr>
<th>Information relating to your Company:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Ennis Flint Inc.</td>
</tr>
</tbody>
</table>
| Company Facility Address | 4161 Piedmont Parkway  
                        | Ste. 370  
                        | Greensboro, NC 27410 |
| Company Alternate Address |  |
| County or Parish | GUILFORD |
| Employer Identification Number | 752857523 |
| North American Industry Classification Systems Code | 325 |
| Parent Company |  |
| Number of Employees | 500 to 999 |
| Number of Sites Verified for | 7 |
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

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<tr>
<td>Georgia</td>
<td>1 site(s)</td>
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<tr>
<td>Idaho</td>
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<td>Virginia</td>
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Company ID Number: 137384

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alex Arriaga</td>
<td>(336) 475 - 6900</td>
<td></td>
<td><a href="mailto:AArriaga@ennisflint.com">AArriaga@ennisflint.com</a></td>
</tr>
<tr>
<td>Bernadette P Young</td>
<td>(336) 475 - 6800</td>
<td>(336) 475 - 7900</td>
<td><a href="mailto:BYoung@ennisflint.com">BYoung@ennisflint.com</a></td>
</tr>
<tr>
<td>Morgan K Oliver</td>
<td>(336) 477 - 8433</td>
<td></td>
<td><a href="mailto:MOliver@ennisflint.com">MOliver@ennisflint.com</a></td>
</tr>
</tbody>
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