

**REQUEST FOR
BID (RFB) FORM**

**MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-121115TV
DATE	October 29, 2012

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM LOCAL TIME; November 15, 2012

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

**BIDS TO BE BASED F.O.B.
MISSOURI DEPARTMENT OF TRANSPORTATION**

1005 Bermuda Avenue, St. Louis, MO

BUYER: Tom Veasman **EMAIL:** tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

The purpose of this Request For Bids (RFB) is to accept bids for the insulation of the Normandy Maintenance Facility in accordance with the plans and as directed by the Facility Operations Supervisor. The project described as "**Normandy Insulation Project**" shall be completed according to project drawings and specifications. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

A pre-bid conference is scheduled for November 6, 2012 @ 10:00 a. m. Local Time at the Normandy Maintenance Facility at 1005 Bermuda Avenue, St. Louis, MO 63121.

Notice to Contractors

This Request For Bid seeks bids from qualified organizations to insulate the Normandy Maintenance Facility at St. Louis, MO. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., November 15, 2012. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at no charge from http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm. Prevailing wage as established by the Missouri Department of Labor and Industrial Relations shall apply. Bid securities in the amount of 5% of the bid will be required to accompany bids. Bids must be made on forms provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the bid is opened.

Written Questions: All written questions must be addressed to Tom Veasman no later than 2:00 p.m., Local Time, Thursday, November 8, 2012 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to tom.veasman@modot.mo.gov. Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at:

http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

in the form of a written addendum. It is anticipated this addendum will be issued on Friday, November 9, 2012. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

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Other Information Provided as Separate Attachment:

Annual Wage Order #19, Incremental Increase #4 for St. Louis County

FINAL CHECKLIST BEFORE SUBMITTING BID

- ____1. Complete the Bid Form by filling in the total dollar amount of the bid; listing any addenda which may have been issued; filling in the dollar amount of the bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual bidder, joint adventurer, or corporation.
- ____2. Submit Bid Bond executed by the bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.
- ____3. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
- ____4. Complete Vendor Information and Preference Certification Form.
- ____5. If addenda(s) are issued attach to the back of the bid package.

NEWSPAPER ADVERTISEMENT

Notice to Contractors

MoDOT will receive bids at its General Services, Procurement section, 830 MoDOT Drive, Jefferson City, MO until 2:00 p.m., November 15, 2012 for the insulation of the 40' X 118' Normandy Maintenance Building. A pre-bid conference is scheduled for November 6, 2012 @ 10:00 a. m. at the Normandy Maintenance Facility at 1005 Bermuda Avenue, St. Louis, MO 63121. Contact Tom Veasman at 573-522-4404 or Tom.Veasman@modot.mo.gov to obtain plans, forms, and information or download them at no charge at:
http://contribute.modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

BIDDER REQUIREMENTS

1. SCOPE OF WORK

The Missouri Department of Transportation, St. Louis District, is requesting bids to insulate a 40'X 118' steel building located at 1005 Bermuda Ave. St. Louis, MO 63121. The work must be done between the hours of 7:00AM and 3:30PM Monday through Friday.

The ceiling will require approximately 5200 sq. ft. of closed cell spray foam insulation with a R19 insulation value. The contractor will be responsible for insulating the corrugated metal ceiling and ceiling purlins to create a positive vapor barrier. ICYNENE MD-C-200 spray foam insulation or approved equal will meet these requirements.

The contractor must apply a 15 minute thermal barrier (UL-1715) and an ignition barrier (NFPA 286) to the closed foam ceiling. DC315 is a water-based fireproof paint produced by International Fireproof Technology Inc. that will meet these specifications. Approved equals will also be accepted.

The front and back wall of the building will require approximately 2500 sq. ft. of 9'' vinyl backed fiberglass insulation between the girts. A positive vapor barrier will not be required on the front and back wall. The insulation will need to be mechanically fastened to the girts. Foam sealer will be required for any visible air gaps in the corrugated metal siding and where the exterior base trim meets the corrugated siding.

The contractor must provide a one (1) year labor and material warranty against defective material.

The contractor will be responsible for the labor, materials, and equipment required for the project. The contractor will be responsible for the final measurements to ensure the correct quantity of material is ordered. MoDOT will remove any equipment not fastened down for the install. It will be the contractor's responsibility to leave access to electrical outlets and junction boxes in the ceiling. The contractor must cover and protect light fixtures and any other non-removable items in the building from overspray.

2. BID INSTRUCTIONS

In order to receive consideration, bids must be made in strict accordance with the following:

- A. Make bids, upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Request for Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that the bid is received on time.

3. INVOICING AND PAYMENT

- A. Each invoice should be itemized in accordance with items listed on the contract. Failure to comply with this requirement may delay processing of invoices for payment.
- B. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
- C. The Commission assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the Commission's rejection and shall be returned at the Contractor's expense.
- D. The Commission reserves the right to purchase goods and services using the state-purchasing card.

4. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a bid, each bidder shall examine the Drawings carefully, read the Specifications and all other proposed Contract Documents, and visit the site of the work. Each bidder shall fully inform themselves, prior to bidding, as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the Work, as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.
- B. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to the state. Contractor will comply with local laws involving safety in the prosecution of the work.

5. INTERPRETATION

No oral interpretations will be made to any bidder as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than eight (8) days before opening of bids. The request shall be sent directly to the Senior Facilities Designer. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

6. PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Commission, that he and his proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

7. WITHDRAWAL OF BIDS

After the bid opening, a vendor may be permitted to withdraw a bid prior to award at the sole discretion of the division if there is a verifiable error in the bid and enforcement of the bid would impose an

unconscionable hardship on the vendor. This withdrawal will be considered only after receipt of a written request and supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than an obvious clerical error. Withdrawal of a bid may result in forfeiture of the bid bond.

8. AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be made on an "All or None" basis using the "lowest and best" principle of award, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

9. CONTRACT DOCUMENTS

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the Commission, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. SUBMITTALS

Review of Submittals. The Architect/Engineer/Designer review of submittals is only for the limited purpose of checking for conformance with information given and seeing if they conform to design intent. The General Services Facilities Manager is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. The General Services Facilities Manager's review does not relieve the contractor of his or her responsibilities under the contract documents.

11. WORK QUALITY

- A. Inspection of Work. The General Services Facility Operations Supervisor or designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. If requested by the General Services-Facility Operations Supervisor or designated representative, the contractor shall at any time before final acceptance of the work uncover any portion of the finished work as directed for inspection. After examination, the contractor shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the contractor.
- B. Defective Work. All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at its expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the General Services-Facility Operations Supervisor or designated representative, the Commission may employ

labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the contractor under this contract.

- C. Contractor will provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty whichever is greater. All warranties, including extended service agreements shall begin upon MoDOT's written acceptance of the punch list items.
- D. Contractor's Responsibility for Work. Until the General Services-Facility Operations Supervisor or designated representative, accepts the work, it shall be in the custody and under the charge and care of the contractor. Contractor shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.
- E. Preservation of Utilities and Monuments. The contractor shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The contractor shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by General Services Facilities Manager.
- F. Cooperation with Other Contractors. The contractor shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the General Services-Facility Operations Supervisor or designated representative in order to secure the completion of the work under all contracts in general harmony.
- G. The contractor will be required to remove from the Commission's property all debris.
- H. Temporary Suspension of Work. The General Services-Facility Operations Supervisor or designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when weather or other conditions are such that in the opinion of the General Services-Facility Operations Supervisor or designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the contractor to comply with any of the provisions of the contract. The contractor may suspend work for reasonable cause with written approval of the General Services-Facility Operations Supervisor or designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the General Services-Facility Operations Supervisor or designated representative, however, if the suspension is because of the contractor's failure to comply to any of the provisions of the contract, the contractor shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the contractor shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the contractor shall give the General Services-Facility Operations

Supervisor or designated representative written notice at least forty-eight (48) hours before resuming operations.

12. CHANGE ORDERS

- A. General. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the contractor has had delivered to it a change order, signed by the General Services-Facility Operations Supervisor or designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the General Services-Facility Operations Supervisor or designated representative may order such unauthorized work removed and replaced at the contractor's expense.
- B. Overhead and Profit on Change Orders. The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and complexity of the work involved. However, the overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.
- C. Contractor's Procedure for Claims. If the contractor considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the General Services-Facility Operations Supervisor or designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the contractor shall notify the General Services-Facility Operations Supervisor or designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the General Services-Facility Operations Supervisor or designated representative is not afforded proper facilities by contractor to provide necessary inspection and for keeping strict account of actual cost, the contractor agrees to waive any claims for additional compensation. Notice by the contractor, and the fact that the General Services-Facility Operations Supervisor or designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The contractor shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.
 - a. If the claim is against the Commission, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.
 - b. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.

- c. All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

13. GENERAL PERFORMANCE

- A. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- B. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

14. REMEDIES AND RIGHTS

- A. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- B. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- C. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

16. INSPECTION AND ACCEPTANCE

- A. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- B. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- C. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- D. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

17. DEFINITIONS

MoDOT Inspector or Facility Operations Supervisor: When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by Allen Lane, [Facility Operations Supervisor in the St. Louis District], 314-453-1771 (Office) or 314-581-0137 (Cell) or Allen.Lane@modot.mo.gov

Owner: When the term "Owner" is used herein, it shall refer to Missouri Department of Transportation (MoDOT).

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

00301

BID FORM

To: The Missouri Highway and Transportation Commission
PO Box 270
Jefferson City, Missouri 65102

1. The undersigned, having examined the proposed Contract Documents titled: **9-121115TV – Normandy Insulation Project** and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

_____ DOLLARS
(\$ _____)

2. The undersigned, acknowledges having examined and being familiar with the contract documents including the drawings, the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.
3. The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.
4. Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being _____ DOLLARS (\$ _____).

IF AN INDIVIDUAL

Name of individual

Residence address

Social Security Number

Telephone Number

Firm Name, If Any

Address for communications

Signature

IF A PARTNERSHIP

Name of Partnership

(State Name and Residence Address of All Partners)

Partner

Residence Address

Partner

Residence Address

Federal Tax I.D. Number

Federal Tax I.D. Number

Address for Communications

Signature of Either Partner

Telephone Number

IF A CORPORATION

Name of Corporation

Incorporated under the laws of the
State of _____

Name and Title of Officer

Corporate License No. _____
(If a corporation organized in a state other than
Missouri, attach Certificate of Authority to do
business in the State of Missouri.)

Signature of officer

Federal Tax I.D. Number

Address for Communications

(ATTEST)

Telephone Number

(SEAL) Secretary

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)

EXHIBIT A

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

00430

SUBCONTRACTOR LISTING

1. For portions of Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work:	Subcontractor name and address:
_____	_____

_____	_____

_____	_____

USE ADDITIONAL SHEETS
IF REQUIRED

BIDDER:

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

by _____

00600

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____,

as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and
Transportation Commission) in the penal sum of

_____ Dollars

(\$_____), to be paid to the State of Missouri, or the Missouri Highway and Transportation
Commission, to be credited to the State Road Fund and Principal and Surety binding themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on
Route(s) _____,
in _____ County(ies), Project(s) _____,
for construction or improvement as set out in said bid.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal,
and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the
Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of
the Bid, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall
be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the
Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees,
and any other expense of recovery.

Principal

Surety

By _____

Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct
surety business in the State of Missouri.

END OF SECTION

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Bid Guaranty/Contract Bond

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

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- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Statewide. The **Annual Wage Order #19, Incremental Increase #4** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$500 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

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Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$200 per day**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Time of Completion

If this bid is accepted, it is hereby agreed that work will begin not later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work and billing within **15-working days** from the date specified. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

A Working Day

Is defined as any day when, soil and weather conditions would permit the major operation of the project for six hours or more unless other unavoidable conditions prevent the contractor's operation. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day. Working days will begin as soon as notice to proceed is issued. In order for MoDOT not to change a workday due to unavoidable conditions, the contractor must have enough forces, equipment, and materials on site to begin the project. The contractor must notify MoDOT inspector before 12:00 noon of said working day if forces will not be present.



DC315: Your one step solution for Polyurethane Foam “15 Minute Thermal Barrier” and “Ignition Barrier” ratings.



DC315 is a Certified Warnock Hersey listed and rated product which has passed certified testing for both the **(UL-1715) 15 minute Thermal Barrier** and the **NFPA 286 (AC-377 standards) as an Ignition Barrier.**

What is truly amazing about **DC315**, it applies as easy as regular latex paint and being a water base cleans up in a snap. Using DC315 will satisfy code compliance on “15 Minute Thermal Barriers” and “Ignition Barriers” on your next foam

job means: applied to satisfy code compliance on “15 Minute Thermal Barriers” and “Ignition Barriers” on your next foam job means:

- ✓ **Large single coat spread rate**
- ✓ **UL 1715 Thermal Barrier**
 - (88.88 sq. ft./gal @ 18 mils wet and 12 mils dry) coverage rate of 1.136 gallons (4.3 L) per 100 square feet (9.3 m²)
- ✓ **NFPA 286 (AC377) Attic Crawl Space Ignition Barrier**
 - (130 sq. ft./gal @ 12 mils wet 8 mils dry) coverage rate of .77 gallons (2.9 L) per 100 square feet (9.3 m²)
- ✓ **Reduced labor cost, reduced material cost and higher profits**
- ✓ **Fast turnaround time**
- ✓ **Easily applied with a sprayer, brush or roller**
- ✓ **No complicated mixing- just stir the paint before application**
- ✓ **No waste**
- ✓ **Fast and easy clean up of our water based latex product, tools & equipment**
- ✓ **Will not gum up or block spray equipment**
- ✓ **Passed strict EPA – VOC and AMQD tests**
- ✓ **Non Toxic, Low Vapors, Low VOCs**
- ✓ **Two year shelf life**
- ✓ **Certified Code Compliant Coating**

RECOMMENDED USES: This product is designed for use on interior polyurethane foam surfaces

USED BY: Schools, Colleges, Nursing Homes, Child Care Centers, Hospitals, Penal Institutions, Apartments, Hotels, Factories, Warehouses, Retail Stores, Restaurants, Utilities, Railroad and other Transportation Companies, Oil and Chemical Installations, Military Installations, and other facilities where fire retardant coatings are required.

PRECAUTIONS: Adequate ventilation must be provided during and after application until the coating has dried. Avoid breathing vapors or spray mist. Close container after use.

Read MSDS before opening containers.

SURFACE PREPARATION: Can be applied directly to fully cured polyurethane foam surfaces. All surface preparation should be carried out in accordance with good painting practices. Remove all loose, peeling or powdery existing paint from the surface. All dirt, grease, oil, wax, and other foreign matter **MUST** be removed with a detergent, rinse surface thoroughly with clear water, and allow drying.

Application Equipment: DC315 can be applied by brush, roller or airless sprayer.

Brushing: Use top quality polyester/nylon blend brushes such as those supplied by Purdy, Wooster, or equivalent.

Rolling: 3/8” polyester blend nap roller covers generally work well.

Spraying: Pump: (Graco) for best results use Graco 795 airless sprayer, with a minimum 2000 PSI

- Tip: 015 - 021, or equivalent.
- Filter: 100 mesh
- Hose: Use minimum size of 3/8” airless spray line for the first 50’ from pump.

Airless Spray:

- Fluid Pressure:2000 PSI or higher
- Strainer:100 Mesh
- Fluid Hose:3/8 diameter with a ¼" whip
- Tip:017 - .021

Conventional Spray

- Air Supply..... 12 CFM, 50 psi at nozzle,
- Fluid..... 15-20 psi
- Gun.Graco 217-800 to 217-816
- TypeExternal Mix
- ReductionUp to 7%

APPLICATION: Stir thoroughly and apply WFT per test.
Do not apply in temperatures below 50°F (10°C).

CHARACTERISTICS:

- Finish**Flat
- Color**Off-White
- Spreading Rate**For 15 minute Thermal Barrier (88.88 sq. ft./gal @ 18 mil wet and 12 mils Dry) coverage rate of 1.136 gallons (4.3 L) per 100 square feet (9.3 m²)
- Spreading Rate**For AC377 Attic Crawl Space (130 sq. ft./gal @ 12 mil wet 8 mils Dry) coverage rate of .77 gallons (2.9 L) per 100 square feet (9.3 m²)
- V.O.C.** (47 g/l)
- Volume Solids**65%
- Drying Time @ 77°F & 50% RH:**To touch 1-2 hours to recoat 2 to 4 hours
- Type of Cure**Coalescence
- Flash Point**None
- Reducer/Cleaner**Water
- Shelf Life**2 years (unopened)
- Packaging**1&5 gal. Containers
- Shipping weight**1 gal - 13 lbs
5 gals - 58 lbs
- Application**Brush, roller, conventional and airless spray

FIRE HAZARD CLASSIFICATION:

DC315 is a certified Warnock Hersey listing and meets all requirements UL1715 15 Minute Thermal Barrier of ICC-ES and NFPA 286 new AC 377 criteria. DC315 passed UL 723 at 0 flame spread index and 10 smoke developed index. DC 315 has done multiple testing and passed multiple foams on all tests. The rooms for the UL 1715 Bay Systems wall insulation to the UL 1715 test room on the back wall, right wall, and ceiling. The walls and ceiling were sprayed with 6 inches of foam. The assembly was made up of 20 gauge metal studs spaced 24 inches oc then 5/8 type X gypsum wallboard was screwed on the inside of the studs. The rooms for the NFPA 286 consisted of three walls with 2x12 studs, 24 inches o.c. and 2x16 joists, 24 inches o.c. with a ½ inch gypsum wall board. The final interior dimensions were 8 feet high, 8 feet wide and 12 feet deep. Ceiling joists ran parallel to the short dimension of the room. The corner was constructed such that two studs met at their edges, forming a 90° angle. The spray foam was applied in the stud cavities to a maximum thickness of 12 inches on the walls and 16 inches on the ceiling

Material Safety Data Sheet – DC315

1. Product and Company Identification

Product: Water based fireproof paint
Product Code: DC315
Company: International Fireproof Technology Inc.

2. Composition/Information on Ingredients

Ingredient:	CAS No.	Percent
Ammonium Polyphosphate:	68333799	25-45 %
Melamine:	1008781	10-25 %
Pentaery thritol:	115775	10-25 %
PVAC Resin:	9003-20-7	5-30 %
Titanium Oxide:	13463-67-7	5-10 %
Water:		20-40 %

3. Hazards Identification

Hmis Hazard Classification

Toxicity: 0
Flammable: 0
Reactivity: 0
Personal Protection: B
Scale Low: 1
Moderate: 2
High: 3
Extreme: 4
Emergency Overview: None
Potential Health Effects: None
General: No Danger
Inhalation: It may result in irritation of throat and lungs if inhaling.
Ingestion: None
Skin Contact: Direct skin contact doesn't cause skin irritation or dermatitis.
Eye Contact: May cause irritation upon direct contact.

4. First Aid Measures

Inhalation: None
Ingestion: Seek medical attention or drinking amounts of water immediately.
Skin Contact: Wash with soap and water
Eye Contact: Flush with water. Consult a physician if necessary.
Note to Physician: None

5. Fire Fighting Measures

Fire: None-Flaming
Explosion: Not considered to be an explosion hazard.
Fire Extinguishing Media: None-Flaming
Special Information: None

6. Accidental Release Measures

Steps to be taken in case of spill or leak

Maintain adequate ventilation: Prevent runoff to sewers. Use sand or other material to dam or contain spill.
Soak up with an inert absorbent. Store in a closed container until disposal.

7. Handling and Storage

Handling: Keep containers tightly closed.
Storage: Period \leq 24 months
Special Comments: Store between 5°C - 35°C in a closed container in a protected area. Wash hands thoroughly with soap and water after handling as a standard hygienic practice.

8. Exposure Controls / Personal Protection

Airborne Exposure Limits: None
Ventilation: A system of local and/or general exhaust is recommended to keep employee exposures below the Airborne Exposure Limits. Local exhaust ventilation is generally preferred because it can control the emissions of the contaminant at its source, preventing dispersion of it into the general work area. Please refer to the ACGIH document, Industrial Ventilation, A Manual of Recommended Practices, most recent edition, for details.
Personal Respirators: Wear dust mask during work.
Skin Protection: It is good to use protective gloves.
Eye Protection: Wear goggles to avoid splash.

9. Physical and Chemical Properties

Appearance: White liquid
Odor: Odorless
Data relevant to safety: None
Changes in physical state: Temperature $>$ 60°C; after the pail is opened.
Flash point: Not applicable
Ignition temperature: Not applicable
Self-ignition temperature: Not applicable
Color: White; also available in standard color range
Particle size: $<$ 45 μ m
Solid Content: Above 65%
Density: 1.30 ± 0.05
Viscosity: $>$ 80 KU (at 25°C)
pH: 7.0 ± 1.0
Thinner: Water
Storage Temperature: 5°C - 35°C

10. Stability and Reactivity

Stability: Stable under ordinary conditions of use and storage.
Hazardous Decomposition Products: Ammonium gas. Vinyl monomers if the temperature is higher than 45°C.
Hazardous Polymerization: Should not occur.
Incompatibilities: Evolution of ammonia under high temperature.
Conditions to Avoid: High temperature condition ($>$ 45°C)

11. Toxicological Information

Acute oral toxicity (LD50): None
Irritant effect on skin: None
Irritant effect on eyes: Slightly irritant
Duration of exposure: 24 hours

12. Ecological Information

Ecological effect: Fish toxicity (LC50): None
Environmental Fate: When released into the soil, this material is not expected to leach into groundwater. When released into the soil, this material is not expected to evaporate significantly. When released into water, this material is not expected to evaporate significantly.

13. Disposal Considerations

Dispose waste by sanitary landfill or incineration in accordance with appropriate regulations.

14. Transport Information

Shipping Name: Product Name: Fireproof Paint
Product Code: DC315
Size: 1 Gallon or 5 Gallon by plastic bucket.
Road transport: Non-hazardous goods
Inland waterways transport: Non-hazardous goods
Marine transport: Non-hazardous goods
Air transport: Non-hazardous goods
Dispatch by post: Permitted

15. Regulatory Information

Health hazardous goods: NO
Environmental hazardous goods: NO
Fire hazardous goods: NO

16. Other Information

Hazard Warning: None
Cautions: Avoid contact with eyes. Use with adequate ventilation. Wash thoroughly after handling.
Label First Aid: Assist person to understand and exactly avail the materials.
Product Use: Fireproof Paint
Remark: This information is based on our present state of knowledge. It should not therefore be construed as guaranteeing specific properties of the products described or their suitability for a particular application.

PRODUCT SPECIFICATION

1. PRODUCT NAME

Icynene MD-C-200™

ICYNENE MD-C-200™ is a trademark for medium density, closed cell polyurethane spray foam insulation. ICYNENE MD-C-200™ is a 2.0 lb/ft³ density insulation and air barrier material.

2. MANUFACTURER

ICYNENE MD-C-200™ is made on site from liquid components supplied by Icynene Inc. Installation and on-site manufacturing are supplied by independent Icynene Licensed Dealers.

3. PRODUCT DESCRIPTION

ICYNENE MD-C-200™ is a 2.0 lb/ft³, closed cell insulation and air barrier material. It insulates and air seals at the same time. Convective air movement inside cavities is virtually eliminated, providing more uniform temperatures throughout the building.

The result is superior quality construction, with higher comfort levels and lower heating and cooling costs. Energy savings vary depending on building design, location, etc.

ICYNENE MD-C-200™ expands to fill cavities within the building envelope. It doesn't have to be cut or fitted into the space.

ICYNENE MD-C-200™ is applied by spraying the foam into an open wall, crawl space, ceiling surface or cathedral ceiling cavities. There it expands in a matter of seconds to provide a foam blanket of millions of tiny closed cells, filling building cavities and sealing cracks and crevices in the process.

4. TECHNICAL DATA

(Based on Core Samples)

Thermal Performance

Aged Thermal Resistance, 1" aged 90 days @ 140°F, R/in:

ASTM C518: R-6.7 (hr.ft² -°F)/BTU

ICYNENE MD-C-200™ provides improved performance over traditional air permeable insulations at equivalent R-values. ICYNENE MD-C-200™ is not subject to loss of R-value due to windy conditions, settling, convection or air infiltration; nor is it prone to traditional moisture intrusion via convective air flow or diffusion.

Air Permeance/Air Barrier /Air Seal

Icynene MD-C-200™ fills any shaped cavity, and adheres to most construction materials, creating assemblies with very low air-permeance. Additional interior or exterior air infiltration protection within the building is subject to applicable codes.

Air permeability of core foam:

ASTM E283 data
< 0.02 L/S-m² @ 75 Pa for 1 in thickness.

In all buildings insulated and air sealed with Icynene MD-C-200™, adequate mechanical ventilation/air supply should be provided for optimum IAQ (Indoor Air Quality). See ASHRAE Guidelines.

Water Vapor Permeance

ICYNENE MD-C-200™ is a Class II vapor retarder which reduces the amount of moisture that can diffuse through the insulation.

Water vapor transmission properties: ASTM E96 (Desiccant Method): 0.9 Perms @ 1.5"

Water Absorption Properties

ICYNENE MD-C-200™ meets FEMA criteria for resisting water absorption.

Fungi Resistance

ASTM C1338
No Fungus growth

Burn Characteristics

ICYNENE MD-C-200™ is a combustible product and is therefore, consumed by flame, but will not sustain flame upon removal of the flame source. It leaves a charcoal residue. It will not melt or drip. It should be applied in accordance with applicable building codes.

Passed NFPA 285 and ASTM E119 60 minute rated wall assembly testing:

ICYNENE MD-C-200™ is code compliant for IBC construction types I, II, III IV & V and IRC construction.

Surface Burning Characteristics @ 4" - ASTM E84*:

Flame Spread	<25
Smoke Development	<450

*Flame spread rating not intended to reflect hazards under actual fire conditions.

NFPA 286:

MD-C-200™ can be applied in wall and ceiling cavities with thicknesses up to 1 1/4 in. It must be covered with 1/2" of gypsum board or DC-315 intumescent paint coating @ 22 wet mils.

Vented Attic:

MD-C-200™ can be applied in the floor of the attic with thicknesses up to 12 inches and it can be left uncovered.

Unvented Attic:
MD-C-200™ can be applied to the underside of the roof deck in thicknesses up to 12 inches and it can be left bare.

MD-C-200™ can be applied on walls in thicknesses up to 12 inches and it can be left bare.

Environmental / Health / Safety

Icynene MD-C-200™ contains no PBDE's.

Not to be installed within (3") of heat emitting devices, where the temperature is in excess of 180°F, in accordance with applicable codes.

5. INSTALLATIONS

ICYNENE MD-C-200™ is installed by a network of independent Icynene Licensed Dealers. Formulations are available for all climate zones and altitudes.

6. AVAILABILITY

Check regional Yellow Pages™ or contact Icynene Inc. at 800-758-7325 or visit our website at www.Icynene.com.

7. WARRANTY

WHEN INSTALLED PROPERLY IN ACCORDANCE WITH INSTRUCTIONS, THE COMPANY WARRANTS THAT THE PROPERTIES OF THE PRODUCT MEET PRODUCT

SPECIFICATIONS AS OUTLINED IN THIS PRODUCT SPECIFICATION SHEET. SAVE AND EXCEPT ANY EXCLUSIONS REFERENCED IN THE WARRANTY.

8. TECHNICAL

Icynene Licensed Dealers and Icynene Inc. provide support on both technical and regulatory issues.

9. REGULATORY

ICYNENE MD-C-200™ has been tested as per the requirements of the International Code Council – Evaluation Service's AC 377 Acceptance Criteria.

For regulatory issues concerning ICYNENE MD-C-200™, contact Icynene at 800.758.7325.

10.9. RELATED REFERENCES

All physical properties were determined through testing by accredited third party agencies. Icynene Inc. reserves the right to change specifications in its effort of continuous improvement. Please confirm that technical data literature is current.

11. PACKAGING AND STORAGE

Packaging

Package - 55 US gallon, closed top steel drums

Component 'A' –520 lb. net weight per drum. Polyisocyanate MDI

Component 'B' – 480 lb. net weight per drum
ICYNENE MD-C-200™ - Resin

Storage

ICYNENE MD-C-200™ (Component A) and (Component B) ideally should be stored between 60 ° F and 85 ° F.

Component A should be protected from freezing.

12.12. INSTALLATION SPECIFICATIONS

Refer to the ICYNENE MD-C-200™ Technical Data Sheet.



Telephone: 905.363.4040
Toll Free: 800.758.7325
Facsimile: 905.363.0102
Website: www.Icynene.com
E-mail: inquiry@icynene.com



Exterior Wall Insulation - R-25 fiberglass batt insulation Equal to Simple Saver System. Shall be woven reinforced high-density polyethylene yarns coated on both sides with a continuous white polyethylene film. The manufacturer's toll-free hotline is 800-255-0776.