



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
0311C345

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

FORM TECH CONCRETE FORMS, INC.
28 WINFIELD RD
SAINT ALBANS, WV 25177

SHIP TO

DIVISION OF HIGHWAYS

I-77/WV 47
 MILL RUN ROAD
 PARKERSBURG, WV
 26101

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/30/2011	NET 30	BESTWAY	DESTINATION	PRE PAID
BID OPENING DATE: 05/04/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	GL		745-67	#10.25	#27,121.50
<p>QPR PERMANENT PAVEMENT REPAIR MATERIAL</p> <p><i>EQUAL</i></p> <p><i>QUIKRETE #1701-52 COMMERCIAL GRADE PERMANENT BLACKTOP REPAIR - 50# BAG</i></p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE QPR PERMANENT PAVEMENT REPAIR MATERIAL OR EQUAL PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. A WORD DOCUMENT HAS BEEN ATTACHED FOR YOUR CONVENIENCE TO SUBMIT TECHNICAL QUESTIONS. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/08/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: <i>0311C345</i>... WV PURCHASING DIVISION</p>						

RECEIVED
 2011 MAY -3 PM 12:15

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304 722-6804	DATE 5/2/11	
TITLE Regional Manager	FEIN 38-3179533-001	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 I-77/WV 47
 MILL RUN ROAD
 PARKERSBURG, WV
 26101

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/30/2011				

BID OPENING DATE: **05/04/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .. ✓</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;"> <i>Harry J. ...</i> SIGNATURE FORM TECH. COMPANY 5/2/11 </p>						

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DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN						

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<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

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<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33 RFQ. NO.: 0311C345 BID OPENING DATE: 05/04/2011 BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (304) 722-6808 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- GARY JIVIDEN -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY

TYPE NAME/ADDRESS HERE

Form Tech Concrete Forms, Inc.
28 Winfield Rd.
SAINT ALBANS, WV 25177

SHIP TO

DIVISION OF HIGHWAYS

I-77/WV 47
MILL RUN ROAD
PARKERSBURG, WV
26101

DATE PRINTED 03/30/2011	TERMS OF SALE <i>NET 30</i>	SHIP VIA <i>BESTWAY</i>	FOB <i>DESTINATION</i>	FREIGHT TERMS <i>PRE PAID</i>
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BID OPENING DATE: **05/04/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 0311C345 ***** TOTAL:						<u>\$27,121.50</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Harry J. ...</i>	TELEPHONE <i>(304) 722-6804</i>	DATE <i>5/2/11</i>
TITLE <i>REGIONAL MANAGER</i>	FEIN <i>38-3179533-001</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Specifications

Purpose: To establish a contract to provide the District Three West Virginia Division of Highways with QPR or equal.

1.0 DEFINITIONS

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Purchase Order" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.0 SCOPE OF WORK

The successful Vendor shall provide QPR, or equal, permanent pavement repair material for District Three.

2.1 Technical Requirements:

Material supplied under this contract shall be a plant or pug mill mixed high performance pavement patching material capable of storage in an uncovered outdoor stockpile for a minimum of 12 months. It shall be composed of laboratory approved mineral aggregates and modified bituminous liquid oil blend capable of coating wet aggregates without stripping and have stripping resistance of retained coating of not less than 95%. The permanent asphalt repair shall be uniform, remain flexible and cohesive to -15°F and be capable of retaining adhesive qualities in wet applications. The patching material shall be able to repair asphalt, concrete, surface treated roads and shall not require removal and replacement if ever the pavement repair area is overlaid.

2.2 MATERIALS

The aggregate shall consist of 100% crushed stone or a laboratory approved equivalent under ASTM C-136. All aggregate is to be from approved sources, and representative samples of both fine and coarse aggregate shall be from the plant site and laboratory tested.

Recommended gradation analyses are as follows:

<u>SCREEN SIZES</u>	<u>PERCENTAGE PASSING</u>
1/4"	100
#4	40-90
#8	5-40
#16	0-10
#50	0-6
#200	0-2

2.2.1 Bituminous Material

The modified bituminous liquid oil blend must meet the following requirements:

ASTM D-1310 Flashpoint (TOC):	200°F (94° C) minimum
ASTM D-2170 Kinematic Viscosity at 60° C (140° F):	300-400
ASTM D-95 Water:	0.2% maximum
ASTM D-402 Distillate Test (Volume of original sample):	
To 437° F (225° C)	None
To 500° F (260° C)	0-5%
To 600° F (315° C)	0-25%
Residue from distillate at 680 ° F (360° C)	72-95%

2.3 PLANT MIX

The preferred mixing ratio shall be 4.5% to 6% liquid oil blend per finished ton (2000 lbs) of mixed material.

2.4 Freight

2.4.1 All shipments are to be FOB Destination.

2.4.2 The vendor shall be responsible for all costs associated with delivery to the job site.

2.5 Delivery

2.5.1 The above material is to be delivered to the West Virginia Division of Highways, District Three lot, located at 1423 Mill Run Road, I-77 and WV 47 interchange, Parkersburg, WV (Quonset hut) 26104. Requested deliveries will be by complete pallets.

2.5.2 Vendor to notify District Three Storeroom 1 day prior to delivery at (304-420-4669)

3.0 INVOICING

3.1 Payment

The Vendor must send an invoice to:

West Virginia Division of Highways
624 Depot Street
Parkersburg, WV 26101
Attn: Beverly Myers

4.0 AWARD

Purchase order will be awarded complete and not split.

COST SHEET

Item #	Est Quantity	Description*	Unit Cost	Amount
1	2646	QPR Permanent Pavement Repair Material - or equal* High Performance pavement Patching Material for Repairs - Bags 50# bag * QUIKRETE #1701-52 COMMERCIAL GRADE PERMANENT BACKTOP REPAIR * "Or Equal" merchandise-vendor must provide complete manufacturer's literature demonstrating adherence to the mandatory requirements contained herein.	\$10.25 PER 50# BAG 63 BAGS/PALLET	\$27,121.50
Total Amount				

COMMERCIAL GRADE PERMANENT BLACKTOP REPAIR

PRODUCT No. 1701-59, -62

DIVISION 32

Flexible Paving Repair
32 01 17

PRODUCT DESCRIPTION

QUIKRETE® Permanent Blacktop Repair is a specially formulated high performance asphalt cold patch material for repairing potholes and cracks over 1" (25.4 mm) wide in asphalt pavements.

PRODUCT USE

QUIKRETE® Permanent Blacktop Repair is suitable for use on roads, driveways and walkways. The product contains new modifier technology which provides superior placement and bonding characteristics and produces a virtually permanent repair, even in cold, damp conditions.

SIZES

• QUIKRETE® Permanent Blacktop Repair - 50 lb (22.7 kg) and 60 lb (27.2 kg) bags

YIELD

- Each 50 lb (22.7 kg) bag will yield approximately 0.32 ft³ (0.009 m³) when properly compacted and will cover an area of approximately 3.8 ft² (0.36 m²) when placed at a thickness of 1" (25.4 mm).
- Each 60 lb (27.2 kg) bag will yield approximately 0.38 ft³ (0.011 m³) when properly compacted and will cover an area of approximately 4.6 ft² (0.43 m²) when placed at a thickness of 1" (25.4 mm).

TECHNICAL DATA

APPLICABLE STANDARDS

ASTM International

D448 Standard Classification for Sizes of Aggregate for Road and Bridge Construction

Note – QUIKRETE® Permanent Blacktop Repair is prepared from aggregate which complies with the open graded #9 or #89 size requirements in accordance with ASTM D448. It can be modified to meet specific requirements of State Departments of Transportation.

INSTALLATION

PREPARATORY WORK

Square cut the vertical sides of the hole to provide for proper confinement of the patch. Remove all loose material. Sweep the area thoroughly. In some cases, it may be desirable to further clean the surface with QUIKRETE® Concrete and Asphalt Cleaner. Be sure to rinse thoroughly. Do not apply QUIKRETE® Permanent Blacktop Repair in standing water.



APPLICATION

Follow these procedures when applying QUIKRETE® Permanent Blacktop Repair:

- It is important to square the vertical edges of the hole
- Fill the hole with QUIKRETE® Permanent Blacktop Repair to a height of 1/2" (12.7 mm) above the surrounding area. Do not apply less than 1" (25.4 mm) thick. Jobs requiring more than 1" (25.4 mm) of material in depth must have material applied in 1" (24.4 mm) lifts, where each lift is adequately compacted.
- Compact to a level surface with a tamper. (Patch may be covered with a piece of plywood or plastic and driven over with the front wheel of a car to further pack material.)
- Traffic can begin after satisfactorily leveling and compacting

PRECAUTIONS

Apply QUIKRETE® Permanent Blacktop Repair at a depth of 1" - 3" (25.4 - 76 mm). Apply in 1" (25.4 mm) lifts so that adequate compaction of each layer can be accomplished before more material is added. The product is not designed for curbs or other unconfined areas. Restrict the size of the repair to an area of approximately 3' x 3' (0.9 x 0.9 m). Resurfacing can only be done using a 1 - 3 ton (908 - 2724 kg) vibratory roller or 5 ton (4540 kg) regular roller.

Take the following precautions when using QUIKRETE® Permanent Blacktop Repair:

- Avoid getting Blacktop Repair on hands or clothing
- Avoid dry turning tires on patched area for at least 24 hours (longer in cold weather)
- Allow patch to cure at least 30 days (preferably up to 90 days) before applying QUIKRETE® Traffic Top or other driveway sealer
- Do not use for resurfacing paved areas

WARRANTY

The QUIKRETE® Companies warrant this product to be of merchantable quality when used or applied in accordance with the

instructions herein. The product is not warranted as suitable for any purpose or use other than the general purpose for which it is intended. Liability under this warranty is limited to the replacement of its product (as purchased) found to be defective, or at the shipping companies' option, to refund the purchase price. In the event of a claim under this warranty, notice must be given to The QUIKRETE® Companies in writing. This limited warranty is issued and accepted in

lieu of all other express warranties and expressly excludes liability for consequential damages.

The QUIKRETE® Companies
One Securities Centre
3490 Piedmont Rd., NE, Suite 1300, Atlanta, GA 30305
(404) 634-9100 • Fax: (404) 842-1425

** Refer to www.quikrete.com for the most current technical data, MSDS, and guide specifications*



Asphalt Repair Products

MATERIAL SAFETY DATA SHEET (Complies with OSHA 29 CFR 1910.1200)

SECTION I: PRODUCT IDENTIFICATION

The QUIKRETE® Companies
One Securities Centre
3490 Piedmont Road, Suite 1300
Atlanta, GA 30329

Emergency Telephone Number
(770) 216-9580

Information Telephone Number
(770) 216-9580

MSDS N3
Revision: Feb-10

<u>QUIKRETE® Product Name</u>	<u>Code #</u>
BLACKTOP PATCH	1701-50
PERMANENT BLACKTOP REPAIR	1701-62
ASPHALT COLD PATCH	1701-58

HEALTH	2
FLAMMABILITY	1
PHYSICAL HAZARD	1
PERSONAL PROTECTION Safety Glasses, Gloves	

PRODUCT USE: COLD-PATCH REPAIR MATERIAL FOR ASPHALT

SECTION II - HAZARD IDENTIFICATION

Route(s) of Entry: Inhalation, Skin, Ingestion

Carcinogenicity: No association has been established between industrial exposure to petroleum asphalt and cancer in humans. The International Agency for Research on Cancer (IRAC) reviewed the carcinogenic potential of asphalts in monograph 35. They conclude that there was insufficient evidence that undiluted, air-refined asphalt was carcinogenic to animals, while there was only limited evidence that steam-refined asphalts were carcinogenic to animals. Additionally there was insufficient evidence to conclude that asphalts were carcinogenic to human beings. Studies in which mice were exposed to a variety of whole asphalts did not result in any increased cancer rate; mice exposed to asphalts diluted with hydrocarbon solvents had increased incidence of certain types of cancer. Brief or intermittent skin contact with this asphalt product is not expected to produce any delayed effects. While normal handling of this product is not likely to cause cancer in humans, skin contact and breathing of mists, fumes, or vapors should be reduced to a minimum.

Signs and Symptoms of Exposure: Possible effects include headache, nasal, eye, skin and respiratory irritation, nausea; fatigue; drowsiness; pneumonitis; pulmonary edema & central nervous system depression. Aspiration hazard if ingested.

SECTION III - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

Hazardous Components	CAS No.	PEL (OSHA)	TLV (ACGIH)

CEMENT & CONCRETE PRODUCTS™

		mg/M ³	mg/M ³
Crushed Limestone	01317-65-3	5	5
Petroleum Asphalt	8052-42-4	5 (2)	
Silica sand, crystalline (1)	14808-60-7	<u>10</u> %SiO ₂ +2	0.05 (respirable)
May contain one of the following:			
Diesel fuel/Kerosene			100 (3)
Petroleum Distillates (Naphtha)	8030-30-6	100 ppm	100 ppm

(1) Silica is a natural occurring constituent in Limestone. The silica in this product is in a liquid suspension and is not expected to be in a respirable form under normal usage conditions.

(2) In 1997 the ACGH proposed lowering the exposure limit for petroleum asphalt to 0.5 mg/M³.

(3) In 1997 the ACGH proposed an exposure limit of 100 mg/M³. This agency is also proposing to list these materials as category A3 carcinogens. Category A3 carcinogens have been shown to be carcinogenic to animals at relatively high doses of exposure when tested in a manner which is not considered to be relevant to worker exposure.

Other Limits: National Institute for Occupational Safety and Health (NIOSH). Recommended standard maximum permissible concentration=0.05 mg/M³ (respirable free silica) as determined by a full-shift sample up to 10-hour working day, 40-hour work week. See NIOSH Criteria for a Recommended Standard Occupational Exposure to Crystalline Silica.

SECTION IV – First Aid Measures

Eyes: Immediately flush eye thoroughly with water. Continue flushing eye for at least 15 minutes, including under lids, to remove all particles. Call physician immediately.

Skin: Wash skin with cool water and pH-neutral soap or a mild detergent. Seek medical treatment if irritation or inflammation develops or persists. Seek immediate medical treatment in the event of burns.

Inhalation: Remove person to fresh air. If breathing is difficult, administer oxygen. If not breathing, give artificial respiration. Seek medical help if coughing and other symptoms do not subside. Inhalations of large amounts of Portland cement require immediate medical attention.

Ingestion: Do not induce vomiting. GET MEDICAL ATTENTION PROMPTLY!

SECTION V - FIRE AND EXPLOSION HAZARD DATA

Flash Point (Method Used): 150°F Minimum (Pensky-Martin Closed Cup Method - ASTM D93)

Flammable Limits: LEL: 0.05 VEL: 5

Extinguishing Media: Water spray, Dry chemical, Foam or Carbon dioxide. Water or foam may cause frothing.

Special Fire Fighting Procedures: Self-contained Breathing apparatus required for enclosed areas. Avoid breathing vapors for long periods.

Unusual Fire and Explosion Hazards: Do not store with strong oxidants. Storage at elevated temperatures may cause release of flammable vapors in open air or explosive vapors in confined spaces. Can cause the creation of carbon monoxide, carbon dioxide, and hydrocarbons.

SECTION VI – ACCIDENTAL RELEASE MEASURES



CEMENT & CONCRETE PRODUCTS™

If spilled, remove from bodies of water. Shovel into containers for reuse or disposal in accordance with local, state and federal guidelines. Recover and recycle as much as possible.

SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND STORAGE

Do not store with strong oxidizers. Store as OSHA Class IIIA Combustible material. Store away from heat sources and open flames.

SECTION VIII – EXPOSURE CONTROL MEASURES

Engineering Controls: Local exhaust with a minimum face velocity of 60 fpm

Personal Protection: Use of a NIOSH/MSHA-approved hydrocarbon vapor or supplied respiratory protection required in confined spaces. Use impervious gloves to avoid skin contact. Use splash goggles and face shields when eye/face contact may occur.

Precautions: Do not use solvents or abrasive cleaners to wash exposed skin.

WARN EMPLOYEES AND/OR CUSTOMERS OF THE HAZARDS AND REQUIRED OSHA PRECAUTIONS ASSOCIATED WITH THE USE OF THIS PRODUCT.

SECTION IX - PHYSICAL/CHEMICAL CHARACTERISTICS

Appearance and Odor: Black semi-solid material with a hydrocarbon odor

Boiling Point: (1) 105-338 F (40-170 C)

Vapor Density: >4

Specific Gravity: Approximately 2.25

Evaporation Rate: (1) >0.1

Vapor Pressure: (1) 10-200 mm Hg @ 68 F (20 C)

Solubility in Water: Negligible

Melting Point: (1) 100-135 F (38-57 C)

(1) Properties of asphalt binder portion of the product.

SECTION X - REACTIVITY DATA

Stability: Stable

Incompatibility (Materials to Avoid): Strong Oxidizers like liquid oxygen, sodium or calcium hypochlorite

Hazardous Decomposition or Byproducts: Incomplete combustion can yield carbon monoxide, and oxides of sulfur and nitrogen and various hydrocarbons.

Hazardous Polymerization: Will not occur

SECTION XI – TOXICOLOGICAL INFORMATION

Routes of Entry: Inhalation, Ingestion

Toxicity to Animals:

LD50: Not Available

LC50: Not Available

Chronic Effects on Humans: Conditions aggravated by exposure include eye disease, skin disorders and Chronic Respiratory conditions.

Special Remarks on Toxicity: Not Available

SECTION XII – ECOLOGICAL INFORMATION

Ecotoxicity: Not Available

BOD5 and COD: Not Available

Products of Biodegradation: Not available

Toxicity of the Products of Biodegradation: Not available

Special Remarks on the Products of Biodegradation: Not available

SECTION XIII – DISPOSAL CONSIDERATIONS

Waste Disposal Method: Dispose of unusable material via licensed waste disposal company in accordance with local, state and federal guidelines.

SECTION XIV – TRANSPORT INFORMATION

DOT/UN Shipping Name: Non-regulated

DOT Hazard Class: Non-regulated

Shipping Name: Non-regulated

Non-Hazardous under U.S. DOT and TDG Regulations

SECTION XV – OTHER REGULATORY INFORMATION

US OSHA 29CFR 1910.1200: Considered hazardous under this regulation and should be included in the employers hazard communication program

SARA (Title III) Sections 311 & 312: Not determined

SARA (Title III) Section 313: Not subject to reporting requirements

TSCA (May 1997): All components are on the TSCA inventory list

Federal Hazardous Substances Act: Is a hazardous substance subject to statutes promulgated under the subject act

Canadian Environmental Protection Act: Not listed

Canadian WHMIS: Considered to be a hazardous material under the Hazardous Products Act as defined by the Controlled Products Regulations and subject to the requirements of Health Canada's Workplace Hazardous Material Information (WHMIS). This product has been classified according to the hazard criteria of the Controlled Products Regulation (CPR). This document complies with the WHMIS requirements of the Hazardous Products Act (HPA) and the CPR.

SECTION XVI – OTHER INFORMATION

HMIS-III:

Health –	0 = No significant health risk
	1 = Irritation or minor reversible injury possible
	2 = Temporary or minor injury possible
	3 = Major injury possible unless prompt action is taken
	4 = Life threatening, major or permanent damage possible
Flammability-	0 = Material will not burn
	1 = Material must be preheated before ignition will occur

Physical Hazard-

2 = Material must be exposed to high temperatures before ignition
3 = Material capable of ignition under normal temperatures
4 = Flammable gases or very volatile liquids; may ignite spontaneously
0 = Material is normally stable, even under fire conditions
1 = Material normally stable but may become unstable at high temps
2 = Materials that are unstable and may undergo react at room temp
3 = Materials that may form explosive mixtures with water
4 = Materials that are readily capable of explosive water reaction

Abbreviations:

ACGIH	American Conference of Government Industrial Hygienists
CAS	Chemical Abstract Service
CERCLA	Comprehensive Environmental Response, Compensation & Liability Act
CFR	Code of Federal Regulations
CPR	Controlled Products Regulations (Canada)
DOT	Department of Transportation
IARC	International Agency for Research
MSHA	Mine Safety and Health Administration
NIOSH	National Institute for Occupational Safety and Health
NTP	National Toxicity Program
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
RCRA	Resource Conservation and Recovery Act
SARA	Superfund Amendments and Reauthorization Act
TLV	Threshold Limit Value
TWA	Time-weighted Average
WHMIS	Workplace Hazardous Material Information System

Revision #07-01, supersedes all previous revisions

Created: 10/25/2006

Last Updated: February 23, 2010

NOTE: The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, express or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to silica contained in our products.

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: FORM TECH

Signed: [Signature]

Date: 5/2/11

Title: REGIONAL MANAGER

RFQ No. 0311C345

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: FORM TECH CONCRETE FORMS, INC.

Authorized Signature: [Signature] Date: 5/2/11

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2 day of May, 2011.

My Commission expires March 29, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

