



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

State of West Virginia  
 Centralized Request for Quote  
 Highways

<b>Proc Folder:</b> 823901			<b>Reason for Modification:</b>
<b>Doc Description:</b> Asphalt Materials, Pick Up by Agency - Statewide 6621C048			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-01-29	2021-02-18 13:30	CRFQ 0803 DOT2100000085	1

<b>BID RECEIVING LOCATION</b>	
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

<b>VENDOR</b>			
Vendor Customer Code: <i>000000189366</i>			
Vendor Name :			
Address :	American Asphalt of WV		
Street :	PO Box 229		
City :	Kenova, WV 25530		
State :	Country :	Zip :	
Principal Contact : <i>Robert E. Scott</i>			
Vendor Contact Phone: <i>304-453-6196</i>		Extension:	

<b>FOR INFORMATION CONTACT THE BUYER</b>
John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor Signature X	FEIN# <i>45-5468955</i>	DATE <i>2/16/2021</i>
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All offers subject to all terms and conditions contained in this solicitation



	Document Phase	Document Description	Page
DOT210000085	Final	Asphalt Materials, Pick Up by Agency - Statewide 6621C048	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

Asphalt Materials Pick Up by Agency  
ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

**Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the disqualification of corresponding Contract Items. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.**

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	American Asphalt of WV LLC
Asphalt Plant Name:	St. Albans
Asphalt Plant Location:	St. Albans, WV
(911 Address)	484 Industrial Road
	St. Albans, WV

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

<input checked="" type="checkbox"/>	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
<input checked="" type="checkbox"/>	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
<input checked="" type="checkbox"/>	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
<input type="checkbox"/>	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
<input type="checkbox"/>	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
<input type="checkbox"/>	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
<input checked="" type="checkbox"/>	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
<input type="checkbox"/>	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
<input checked="" type="checkbox"/>	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
<input checked="" type="checkbox"/>	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
A	Asphalt Section 401 - Base I	TON	58.00
B	Asphalt Section 401 - 25mm Superpave	TON	61.94
C	Asphalt Section 401 - Base II	TON	59.40
D	Asphalt Section 401 - Patch and Level	TON	59.40
E	Asphalt Section 401 - Wearing IV	TON	62.05
F	Asphalt Section 402 - Wearing IV	TON	65.18
G	Asphalt Section 401 - 19mm Superpave	TON	63.60
H	Asphalt Section 401 - Scratch Course	TON	62.90
I	Asphalt Section 402 - 9.5mm Superpave	TON	72.54
J	Asphalt Section 401 - Wearing 1	TON	62.90
K	Asphalt Section 402 - Wearing 1	TON	72.10
L	Asphalt Section 401 - 4.75mm Superpave	TON	77.00
M	Asphalt Section 402 - 4.75mm Superpave	TON	86.00
N	Asphalt Section 401 - Wearing III	TON	75.00
O	Asphalt Section 402 - Wearing III	TON	78.00
P	Asphalt Section 401 - 12.5mm Superpave	TON	65.74
Q	Asphalt Section 402 - 12.5mm Superpave	TON	72.38
R	Asphalt Plant Run	TON	62.90
S1	Surcharge for PG Binder - 70 minus 22	TON	5.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	2750.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	800.00

Asphalt Materials Pick Up by Agency  
ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

**Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the disqualification of corresponding Contract Items. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.**

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name: American Asphalt of WV LLC  
 Asphalt Plant Name: Kenova  
 Asphalt Plant Location: Kenova, WV  
 (911 Address) 2334 Rt 52  
Kenova, WV 25530

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

X	<b>District 1:</b> Boone, Clay, Kanawha, Mason and Putnam counties
X	<b>District 2:</b> Cabell, Lincoln, Logan, Mingo and Wayne counties
	<b>District 3:</b> Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
	<b>District 4:</b> Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
	<b>District 5:</b> Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan
	<b>District 6:</b> Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
	<b>District 7:</b> Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
	<b>District 8:</b> Pendleton, Pocahontas, Randolph and Tucker counties
	<b>District 9:</b> Fayette, Greenbrier, Monroe, Nicholas and Summers counties
X	<b>District 10:</b> McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
A	Asphalt Section 401 - Base I	TON	56.00
B	Asphalt Section 401 - 25mm Superpave	TON	60.94
C	Asphalt Section 401 - Base II	TON	57.98
D	Asphalt Section 401 - Patch and Level	TON	57.98
E	Asphalt Section 401 - Wearing IV	TON	58.98
F	Asphalt Section 402 - Wearing IV	TON	63.16
G	Asphalt Section 401 - 19mm Superpave	TON	61.00
H	Asphalt Section 401 - Scratch Course	TON	61.98
I	Asphalt Section 402 - 9.5mm Superpave	TON	69.68
J	Asphalt Section 401 - Wearing 1	TON	61.98
K	Asphalt Section 402 - Wearing 1	TON	69.68
L	Asphalt Section 401 - 4.75mm Superpave	TON	76.00
M	Asphalt Section 402 - 4.75mm Superpave	TON	85.00
N	Asphalt Section 401 - Wearing III	TON	75.00
O	Asphalt Section 402 - Wearing III	TON	78.00
P	Asphalt Section 401 - 12.5mm Superpave	TON	63.74
Q	Asphalt Section 402 - 12.5mm Superpave	TON	70.75
R	Asphalt Plant Run	TON	61.98
S1	Surcharge for PG Binder - 70 minus 22	TON	5.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	12.00
T1	Off-Season Plant Opening - First Day	DAY	2750.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	800.00

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: American Asphalt of WV LLC

Authorized Signature:  Date: 2-16-2021

State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 16 day of February, 2021.

My Commission expires 2-12, 2022.

**AFFIX SEAL HERE**

NOTARY PUBLIC 

595128  
Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: American Asphalt of WV LLC Address: PO Box 229  
Kenova, WV 25530

Name of Authorized Agent: Daron F. Dean Address: PO Box 229 Kenova, WV 25530

Contract Number: CRFQ0803 DOT2100000085 Contract Description: Asphalt Materials Pick Up by Agency

Governmental agency awarding contract: Dept. of Administration - Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

*Daron F. Dean*

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: *Daron F. Dean*

Date Signed: 2-16-2021

**Notary Verification**

State of West Virginia, County of Wayne:

I, Daron F. Dean, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 16th day of February, 2021.

*Dawnita C Lucas 595128*  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

**REQUEST FOR QUOTATION**  
**Asphalt Materials, Pick Up by Agency**

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**10.1.4** Failure to remedy deficient performance upon request.

**10.2** The following remedies shall be available to Agency upon default.

**10.2.1** Immediate cancellation of the Contract.

**10.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**11.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**11.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**11.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** ROBERT E. SCOTT  
**Telephone Number:** 304-453-6196  
**Fax Number:** 304-453-6430  
**Email Address:** robertscott.bt@live.com



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robert E. Scott - Representative  
(Name, Title)  
Robert E. Scott - Representative  
(Printed Name and Title)  
PO Box 229 Kenova, WV 25830  
(Address)  
304-453-6196 / 304-453-6430  
(Phone Number) / (Fax Number)  
RobertScott@tie.linc.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

American Asphalt of WV LLC  
(Company)  
Daron F. Dem Daron F. Dem, President  
(Authorized Signature) (Representative Name, Title)  
Daron F. Dem President  
(Printed Name and Title of Authorized Representative)  
2-16-2021  
(Date)  
304-453-6196 / 304-453-6430  
(Phone Number) (Fax Number)



AMERI-6

OP ID: JT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/09/2021

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

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

<b>PRODUCER</b> Old Colony Ins. Service, Inc. P. O. Box 9000 1900 Cambridge Drive Lexington, KY 40533-9000 Smart Choice	<b>CONTACT NAME:</b> Mark Howard <b>PHONE (A/C, No, Ext):</b> 859-255-3355 <b>FAX (A/C, No):</b> 859-259-1614 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property &amp; Cas</td> <td>36161</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property & Cas	36161	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> AMERICAN ASPHALT OF WV, LLC FREEDOM ASPHALT 2334 RTE 52 KENOVA, WV 25530															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1R743277	07/12/2020	07/12/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1R735683	07/12/2020	07/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			1R744471	07/12/2020	07/12/2021	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			1R738415	07/12/2020	07/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED AS REQUIRED BY CONTRACT**

<b>CERTIFICATE HOLDER</b>  <div style="text-align: right; margin-bottom: 10px;"><b>STWV000</b></div> STATE OF WEST VIRGINIA 1900 KANAWHA BLVD.E., BLDG 3 CHARLESTON, WV 25305	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Smart Choice 
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