

#### **Purchasing Department**

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

August 3, 2023

Subject: Request for Quote #2293-A Dust Control Service

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Sherry White via email to <a href="mailto:swhite@fayettecountyga.gov">swhite@fayettecountyga.gov</a> or fax to (770) 719-5544. Questions will be accepted until 12:00 p.m., Friday, August 11, 2023.

Quotes will be accepted until 3:00p.m., Friday, August 18, 2023. Please provide your quote and other information via email to Sherry White, Contract Administrator at <a href="mailto:swhite@fayettecountyga.gov">swhite@fayettecountyga.gov</a> or fax to (770) 719-5544.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess

Director of Purchasing

### GENERAL TERMS AND CONDITIONS RFQ #2293-A Dust Control Service

- 1. **Definitions**: The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful responder." The term "county" shall mean Fayette County, Georgia.
- 2. Quote is Offer to Contract: Each quote constitutes an offer to become legally bound to a contract with the county, incorporating the request for quote and the responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
- 3. **Binding Offer**: Each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date, unless the responder takes exception to this provision in writing.
- 4. **References**: Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this request for quote, on the form provided. Include all information as requested on the form.
- 5. Preparation Costs: The responder shall bear all costs associated with preparing the quote.
- 6. **More Than One Quote**: Do not submit alternate quotes or options, unless requested or authorized by the county in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the county may disqualify the quotes from that responder, at the county's option.
- 7. Defects or Irregularities: The county reserves the right to waive any defect or irregularity in any quote received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
- 8. **Brand Name:** If items in this request for quote have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
- 9. **Prices Held Firm**: Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
  - 10. Quantities are Estimates: Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with county requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The county reserves

the right to order larger or smaller quantities at the prices stated in the quote.

- 11. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the request for quote, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
- 12. **Non-Collusion**: By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote, and is in all respects fair and without collusion or fraud.
- 13. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

- 14. **Evaluation:** Award will be made to the lowest responsive, responsible responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the responder to perform, and the contractor shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any item, any quote, or all quotes, and to resolicit for pricing.
- 15. Payment Terms and Discounts: The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
- 16. Trade Secrets Confidentiality: If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either

- (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
- 17. **Trade Secrets Internal Use:** In submitting a quote, the responder agrees that the county may reveal any trade secret materials contained in the quote to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The responder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the responder has designated as a trade secret.
- 18. Contract Execution & Notice to Proceed: After an award is made, and all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any responder prior to the county issuing the Notice to Proceed.
- 19. **Term of Contract**: The initial term of this agreement shall begin upon issuance of a Notice to Proceed, and continue for a period of one year through June 30, 2024. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
- 20. **Unavailability of Funds**: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
- 21. **Insurance**: The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
  - a. **General Liability Insurance**: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - b. **Automobile Liability Insurance**: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - c. Worker's Compensation & Employer's Liability Insurance: Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214

22. Unauthorized Performance: The County will not compensate the contractor for work performed

unless the work is authorized under the contract, as initially executed or as amended.

- 23. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the county.
- 24. **Indemnification**: The contractor shall indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.
- 25. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 26. Delivery Failures: If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
- 27. Substitution of Contracted Items: The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
- 28. Inspection and Acceptance of Deliveries: The county reserves the right to inspect all goods and products delivered. The county will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the county to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the county reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
- 29. **Termination for Cause**: The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
- 30. **Termination for Convenience**: The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience,

- the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion.
- 31. **Force Majeure**: Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
- 32. **Governing Law**: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

# **Checklist of Required Documents**

(Be Sure to Return This Checklist and the Required Documents in the order listed below)

### RFQ #2293-A Dust Control Service

Company information – on the form provided	
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	
Pricing sheet	
List of exceptions, if any – on the form provided	
References – on form provided	
Addenda, signed, if any are issued	
COMPANY NAME.	

# COMPANY INFORMATION RFQ #2293-A Dust Control Service

A. COMPANY
Company Name:
Physical Address:
Mailing Address (if different):
Website (if applicable):
B. AUTHORIZED REPRESENTATIVE
Signature:
Printed or Typed Name:
Title:
E-mail Address:
Phone Number:
C. PROJECT CONTACT PERSON
Name:
Title:
E-mail Address:
Phone Number:

#### REFERENCES RFQ #2293-A Dust Control Service

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name	
	Email
2. Government/Company Name	
City & State	
Phone	Email
3. Government/Company Name	
City & State	
Approximate Completion Date	
Contact Person and Title	
Phone	
COMPANY NAME:	

#### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number	Date of Authorization
	#2293-A Dust Control Service
Name of Contractor	Name of Project
Fayette County, Georgia	
Name of Public Employer	
I hereby declare under penalty of perjury that the foregoing is	s true and correct.
Executed on,, 20 in	(city), (state).
Signature of Authorized Officer or Agent	
District Name of Title of Auto-in-LOSS	
Printed Name and Title of Authorized Officer or Agent	
SURSCRIBED AND SWORN REFORE ME	
ON THIS THE DAY OF, 20	
Printed Name and Title of Authorized Officer or Agent  SUBSCRIBED AND SWORN BEFORE ME  ON THIS THE DAY OF, 20	
TARY PUBLIC	
My Commission Expires:	

#### SCOPE AND SPECIFICATION RFQ #2293-A Dust Control Service

Fayette County, Georgia is seeking bids from qualified contractors for the application of calcium chloride on various gravel roads for the purpose of dust control and road stabilization. The intent of this bid is to have an annual contract for the performance of this work to be ordered as needed.

#### GENERAL SPECIFICATIONS AND NOTES

- 1. The successful contractor shall apply LIQUIDOW<sup>TM</sup> 35%, or equivalent, at a rate of 0.3 gallons per square yard (gal/sy) to all gravel treated in accordance with this document.
- 2. Alternative calcium chloride solutions may be used if approved by the Fayette County Road Department and applied at the manufacturers recommended rate (e.g. LIQUIDOW<sup>TM</sup> 42% at 0.24 GAL/SY). It is the bidder's responsibility to provide sufficient documentation demonstrating the alternate CaCl solution and application rate are equivalent to LIQUIDOW<sup>TM</sup> 35%, at 0.3 gal/sy. The bid document and price quote should clearly specify if an alternative solution of CaCl is proposed.
- 3. The contactor shall provide all equipment necessary for the application of the calcium chloride solution. All hydraulic systems, transmissions, engines, pumps, spray bar systems, etc., shall be functional and in good working order. The application equipment shall be capable of being calibrated to apply the solution at the desired rate.
- 4. All road equipment shall have working caution lights (i.e., yellow flashing) mounted on the top of the truck cab roof for safety and visibility while applying said solution.
- 5. A "manifest type" document shall be supplied prior to the spray application that states the amount of solution the tank/hopper holds in gallons and the amount in pounds or gallons of the calcium chloride used during each application to verify the application criteria per manufacturer's specifications are met.
- 6. The contractor shall ensure that the moisture content of the roads is appropriate for the application. The application date shall be delayed, at no cost to Fayette County, if conditions are unsuitable.
- 7. Warning signs and traffic control shall be provided by the Contractor. All signs and traffic control shall be in accordance with the *Manual on Uniform Traffic Control Devices*, latest edition.
- 8. Road widths vary but are generally between 17 and 20 feet. For cost estimating purposes bidders should assume a uniform width of 18 feet on all roads. All work and invoices shall be expressed miles of work performed and gallons sprayed assuming an average width of 18 feet.
- 9. Any scraping or gravel enhancement of the selected roads shall be done by the Fayette County Road Department prior to application.
- 10. The Contractor shall coordinate with the Fayette County Road Department (770-320-6011) to determine a suitable date for work to begin.
- 11. The Contractor shall submit a final invoice upon completion of the work. The Road Department will inspect the actual site prior to release of payment. All invoices shall list the roads treated, total miles, gallons placed on each road and the County's bid number.
- 12. The roads list for fiscal year 2024 are as follows:

# **FY2024 DUST CONTROL**

**FALL 2023** 

NAME	FROM	TO	LENGTH (Miles)	LENGTH (Feet)	ESTIMATED GALLONS 2023
Buckeye Road	Lee's Lake Rd	Pavement Begins	0.35	1,848	1,300
Crabapple Lane	Dogwood Trail	Dead End	0.55	2,895	800
Chapman Road	SR 92	Dead End	0.53	2,798	600
Davis Road	Lester Rd	Ebenezer Rd	2.24	11,805	5,200
Friendship Ch Rd	Brooks Woolsey R	d Grant Rd	1.43	7,535	3,500
Hickory Hill	Mask Rd	County Line	0.52	2,746	1,200
Hogan Rd.	Friendship Church	I Kelly Rd	0.47	2,460	1,000
Huiet Rd	<b>End of Pavement</b>	Davis Road	0.40	2,112	1,000
Jenkins Rd	Sandy Creek Rd	Ellison Road	0.39	2,059	1,700
Kelly Rd	Woods Rd	Brooks Woolsey Rd	1.85	9,754	4,200
Lowery Drive	Lowery Rd	Antioch Rd	0.33	1,720	900
Mask Road	Brooks Rd	Hwy 85 Conn	1.45	7,675	4,500
Mud Bridge Rd.	SR 92	Dead End	0.89	4,690	1,800
Nelms Road	<b>End of Pavement</b>	Quarters Rd	0.25	1,305	3,200
Old Hwy 92	Lowery Rd	Antioch Rd	0.57	3,000	900
Omin Rd	New Hope Rd	SR 92	0.61	3,195	1,500
Peeples Rd	SR 92	Pavement End / Start	0.38	2,032	700
Quarters Road	Ebenezer Rd	End of Pavement	1.25	6,575	3,000
Sims Road	Dogwood Trail	Dead End	0.52	2,747	1,000
			14.96	78,951	38,000

SPRING 2024

NAME	FROM	TO	LENGTH (Miles)	LENGTH (Feet)	ESTIMATED GALLONS 2024
Barsi Point	SR 92	Wagon Wheel Trail	0.35	1,848	700
Buckeye Road	Lee's Lake Rd	Pavement Begins	0.58	3,049	1,500
Chapman Road	SR 92	Dead End	0.53	2,798	1,200
Chappell Road	Old Greenville Rd	Grooms Rd	0.75	3,966	1,500
Corinth Road	Hewell Road	SR 54	0.27	1,426	400
Davis Road	Lester Rd	Ebenezer Rd	2.24	11,805	6,400
Friendship Ch Rd	Brooks Woolsey Rd Grant Rd		1.43	7,535	3,600
Grooms Road	End of Pavement	Massengale Rd	0.89	4,700	2,400
Hillsbridge Road	End of Pavement	Dead End	0.56	2,972	1,600
Hardy Rd	End of Pavement	County Line	0.57	3,015	1,100
Hogan Rd.	Friendship Church	Kelly Rd	0.47	2,460	900
Holt Road	Callaway Road	Dead End	0.30	1,584	500
Huiet Rd	End of Pavement	Davis Road	0.40	2,112	1,000
Jenkins Rd	Sandy Creek Rd	Ellison Road	0.39	2,059	700
Jewel Bluff Road	Rivers Rd	SR 92	0.91	4,805	1,000
Kelly Rd	Woods Rd	Brooks Woolsey Rd	1.85	9,754	4,400
Lake Rd	Sandy Creek Rd	Lee's Mill Rd	0.51	2,682	1,100

SPRING 2024 Lincoln Rd Linden Road Lowery Drive Lynch Rd Mann Rd Mask Road Massengale Road Matthews Rd Mitchell Road Morgan Road McBride Lane Mud Bridge Rd. Nelms Road New Hope Circle Old Greenville Road Old Hwy 85 Omin Rd Peeples Rd	Palmetto Rd Adams Rd Lowery Rd Mask Rd County line Brooks Rd Hwy 85 Conn Chappell Rd SR 279 End of Pavement Old Greenville Rd SR 92 End of Pavement SR 92 Brooks Woolsey Rd SR 85 New Hope Rd SR 92	Porter Rd SR 92 Pavement End / Start	0.64 0.47 0.33 0.52 1.52 1.45 1.76 1.10 0.53 0.64 0.25 0.89 1.03 0.56 1.44 0.90 0.61 0.38	3,385 2,482 1,720 2,735 8,024 7,675 9,291 5,830 2,798 3,379 1,305 4,690 5,420 2,957 7,625 4,764 3,195 2,032	1,300 1,300 1,000 1,200 3,000 3,700 4,500 2,400 1,000 2,300 600 1,900 1,400 1,000 5,200 2,700 1,500 800
Mud Bridge Rd	SR 92	Dead End		1114 50-30000	
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Old Hwy 85					A-010 March 1010 March 1010
Omin Rd	New Hope Rd	SR 92	0.61		1.0 N TO 1. 1.1
Peeples Rd	SR 92	Pavement End / Start	0.38	2,032	800
Quarters Road	Ebenezer Rd	End of Pavement	1.25	6,575	3,600
Rowland Rd	Kelly Rd	Grant Rd	0.38	2,028	700
Sun Rd	Adams Rd	Pavement Begins	0.25	1,296	400
Tillman Road	Veteran's Pkwy	Eastin Road	0.25	1,296	700
Trammell Road	Tyrone Rd	Adams Rd	0.61	3,196	1,200
Tri County Rd	Mask Rd	Spalding County	0.43	2,286	1,200
Trickum Creek Rd	Mann Rd	Palmetto Rd	0.74	3,904	1,600
Wagon Wheel Rd	End of Pavement	SR 92	1.33	7,013	3,400
Whitewater	Brooks City Limits	Morgan Mill Road	0.31	1,637	700
		TOTALS	33.55	177,108	80,300
		GRAND TOTAL	48.51	256,059	118,300

DIFFERENCE

# PRICING SHEET RFQ #2293-A Dust Control Service

Responder agrees to perform all the work described in the Contract documents for the following prices:

Application Season	Gallon	Price Per Gallon estimated spread rate of 0.3 gal/sy.	Extended Total
Fall Application	38,000		
Spring Application	80,300		
TOTAL PROJECT AMOUNT	118,300		,

#### NOTES:

All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.

oposed calcium chloride solution and application rate:	
ate, List or Attach the terms of your warranty, if applicable:	
MPANY'S NAME:	

# **EXCEPTIONS TO SPECIFICATIONS RFQ #2293-A Dust Control Service**

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