

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Vendor ID 0000097833**  
**Performance Polymers Inc**  
**36 Raglin Place**  
**Cambridge ON Canada ON N1R 7J2**  
**CAN**

<b>Contract ID</b> 0000000000000000000034231	<b>Page</b> 1 of 5	
<b>Contract Dates</b> 07/01/2017 to 06/30/2019	<b>Origin</b> CPS	
<b>Description:</b> CPS - RAIL SEALS	<b>Contract Maximum</b> \$999,999.00	
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 519-622-1792**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		RAIL SEALS: 100 LB A.R.A.-A., 100 LB A.R.E.A., 100 LB A.S.C.E., 105 LB DUDLEY, AND 110 LB A.R.E.A.  PRODUCT: RI-023 / RI-222	EA	83.59000	0.00	0.00
2		RAIL SEALS: 112 LB A.R.E.A., 115 LB A.R.E.A., AND 119 LB A.R.E.A.  PRODUCT: RI-001 / RI-078	EA	86.48000	0.00	0.00
3		RAIL SEALS: 127 LB DUDLEY, 131 LB A.R.E.A., 132 LB A.R.E.A. AND 136 LB A.R.E.A.  PRODUCT: RI-006 / RI-086	EA	90.67000	0.00	0.00
4		INTERCLAMPS  PRODUCT: SC-09, SC-10, SC-11, OR SC-12	EA	6.00000	0.00	0.00

## CONTRACT TERMS AND ADDITIONAL INFORMATION

### PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM).

THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

### DETAILED REQUIREMENTS: REQUIREMENTS FOR HIGHWAY GRADE CROSSING RUBBER RAIL INTERFACE

#### VERMONT TYPE III RAIL SEAL

- A RUBBER INTERFACE (RAILSEAL) BETWEEN EACH STEEL RAIL OF A RAILROAD TRACK AND THE ADJACENT PAVEMENT, ON BOTH THE FIELD AND GAUGE SIDES, THAT IS CUSTOM MADE TO FIT THE EXISTING RAIL SIZE AND PROFILE, TRACK FASTENERS, RAIL ANCHORS, AND IS HELD IN PLACE BY SPRING FUNCTIONING UNDER RAIL CLAMPS.

- THE GAUGE SIDE RUBBER INTERFACE WILL PROVIDE SUPERIOR RESISTANCE TO PUSHING AWAY FROM THE RAIL IN THE VEHICLE WHEEL DRIVE LANES (GAUGE WEAVE).

- THE RUBBER INTERFACE WILL PROVIDE VIBRATION DAMPING, PROTECTION FROM THERMAL EXPANSION AND CONTRACTION OF THE PAVEMENT, ALONG WITH PROTECTION OF, AND EASIER ACCESS TO THE RAIL FASTENERS.

- THE CROSS-SECTIONAL DESIGN OF THE RUBBER INTERFACE WILL INCLUDE A DEFORMABLE SEALING FINGER, WHICH WILL FIT UP UNDER THE HEAD OF THE RAIL TO MINIMIZE MOISTURE INFILTRATION AND TO PROVIDE A TIGHT FIT BETWEEN THE TOP OF THE FIELD SIDE INTERFACE AND THE RAIL HEAD.

- THE TIGHT FIT OF THE FIELD SIDE RUBBER INTERFACE TO THE RAIL WILL PROVIDE TEMPORARY SECURING OF THE RUBBER INTERFACE FOR EASIER INSTALLATION OF THE UNDER RAIL CLAMPS.

- THE RUBBER INTERFACE WILL PROVIDE A TIGHT FIT WITH THE RAIL AND EASY INSTALLATION IN BOTH TANGENT AND CURVED TRACK.

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<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

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- THE TOP SURFACE OF THE RUBBER INTERFACE WILL ALIGN WITH THE TOP OF THE RAIL AND PROVIDE A SMOOTH TRANSITION SURFACE FOR VEHICULAR TRAFFIC AT CROSSINGS.  
 - THE FLANGE WAY OPENING WILL BE 2 7/8" PLUS/MINUS 1/8" WIDE.  
 - THE GAUGE RUBBER INTERFACE WILL EXTEND HORIZONTALLY A MINIMUM OF 6 1/2" BEYOND THE EDGE OF THE RAIL HEAD.  
 - THE FIELD RUBBER INTERFACE WILL EXTEND HORIZONTALLY A MINIMUM OF 2 7/8" BEYOND THE EDGE OF THE RAIL HEAD.  
 - THE NOMINAL RUBBER LENGTH WILL BE 15 FT.  
 - THE MINIMUM WEIGHT PER TRACK FOOT OF RUBBER WILL BE: (TWO GAUGE RAILSEAL AND TWO FIELD RAILSEAL SECTIONS = A TRACK FOOT)

100 LB A.R.A.-A., 100 LB. A.R.E.A., 100 LB. A.S.C.E., 38 LBS./TRACK FOOT  
105 LB. DUDLEY., AND 110 LB. A.R.E.A RAILS

112 LB. A.R.E.A., 115 LB. A.R.E.A., AND 119 LB. A.R.E.A RAILS 40 LBS./TRACK FOOT

127 LB. DUDLEY., 131 LB. A.R.E.A., 132 LB. A.R.E.A., 44 LBS./TRACK FOOT  
AND 136 LB. A.R.E.A RAILS

- CORROSION RESISTANT COATED U BOLTS (END FASTENERS) WILL FIT HORIZONTALLY THROUGH THE RUBBER INTERFACE, WITH THE LEGS ON THE OPPOSITE SIDE OF THE RUBBER INTERFACE SECURED BY A RETAINING BAR HELD IN PLACE BY HEX OR WING NUTS.  
 - A LOW PROFILE, EASY TO INSTALL, SPRING FUNCTIONING UNDER RAIL CLAMP WILL BE INSTALLED TO HOLD THE RUBBER RAILSEAL TIGHTLY TO THE RAIL WEB.  
 - SPACING OF UNDER RAIL SPRING CLAMP WILL BE IN A RANGE FROM 18" TO 24" ON EACH RAIL TO ENSURE UNIFORM PRESSURE (ONE CLAMP PER CRIB ON EACH RAIL).

### MATERIAL AND MANUFACTURE:

- THE ELASTOMERIC RAIL FILLERS WILL BE MANUFACTURED FROM A HIGH QUALITY, HOMOGENOUS, VIRGIN, COMPOUND WITH EXCELLENT UV, OZONE AND AGING RESISTANT. WHEN PROPERLY CURED, THE RUBBER COMPOUND WILL COMPLY WITH ASTM D2000, M4, CA712, B35, C32, EA14, F17, G21 Z1 (Z1 = ELONGATION @ 400% MIN).

### PROPERTIES REQUIREMENTS

TENSILE 1740 PSI (MIN) - PER ASTM D412  
 ELONGATION AT BREAK 400% (MIN) - PER ASTM D412  
 HARDNESS 75 +/- 5 SHORE "A" - PER ASTM D2240  
 COMPRESSION SET 70% MAX AT 22 HRS. @ 275F. PER ASTM D395 METHOD B  
 OZONE RESISTANCE NO CRACKS FOR PASS - PER ASTM D1171 - BENT LOOP  
 LOW TEMP. BRITTLENESS NO CRACKS FOR PASS - PER ASTM D2137 CONDITIONED 3 MINUTES @ -40F. IN METHANOL  
 HEAT RESISTANCE CHANGE IN HARDNESS +/- 15 PTS. - PER ASTM D865  
 CHANGE IN TENSILE STRENGTH +/- 30% 70 HR. @ 257F. CHANGE IN ELONGATION MAX. -50%

- DIMENSIONAL TOLERANCES FOR THE RUBBER INTERFACE WILL CONFORM TO THE "RUBBER MANUFACTURER'S ASSOCIATION" (RMA) TOLERANCES FOR CLASS 2, DESIGNATION E2 PRECISION E3 COMMERCIAL EXTRUDED PRODUCTS PLUS:

CRITICAL SEALING DIMENSIONS: +/- 1%  
 SQUARE END CUTS: +/- 1 DEGREE  
 END RETAINER HOLE DRILLING: +/- 0.04"  
 NON CRITICAL DIMENSIONS: +/- 0.08"  
 CUT LENGTH: +/- 0.50"

- END FASTENERS WILL BE AISI-C1018 (OR BETTER) STEEL WITH A TENSILE STRENGTH OF 50,000 - 60,000 PSI.  
 - SPRING CLAMP WILL BE AISI-C1018 (OR BETTER) STEEL WITH A TENSILE STRENGTH OF 50,000 - 60,000 PSI.

### PACKAGING AND SHIPPING:

- SPRING CLAMP WILL BE AISI-C1018 (OR BETTER) STEEL WITH A TENSILE STRENGTH OF 50,000 - 60,000 PSI.  
 - INTERCLAMPS, SHALL BE SECURELY PACKAGED (70 LB. OR LESS PER PACKAGE) AND CORRECTLY IDENTIFIED.  
 - THE RUBBER INTERFACE SHALL BE BUNDLED TOGETHER IN GROUPS OF FOUR LIKE PIECES OR APPROXIMATELY EQUAL LENGTHS AND STRAPPED TOGETHER IN FOUR PLACES EQUALLY SPACED, USING 3/4" OR WIDER PLASTIC STRAPPING.  
 - BOTH ENDS OF RUBBER INTERFACE SHALL BE IDENTIFIED WITH THE MANUFACTURER'S NAME, RAIL SIZE AND PROFILE, AND MANUFACTURER'S PART NO.

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SCOPE: THE PROCUREMENT OF RAIL SEALS AND INTERCLAMPS

CONTRACT TERM: CONTRACT IS WRITTEN FOR A PERIOD OF ONE YEAR WITH OPTIONS TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

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CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

**SALES POC INFORMATION:**

TOM LENNOX  
888-222-5968  
tlennox@ppirubber.com

AMENDMENT#1 (APRIL 2018). THIS CHANGE EXERCISES THE FIRST OF THE THREE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 06/30/2019, AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@vermont.gov

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**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_