



Plymouth Parks & Forestry Request for Quote

for

Yard Waste Site Grinding

For the Term: 2016-2017

Date of RFQ Issue: January 28, 2016

Quote Due Date: Thursday, February 11, 2016 at Noon, CST

*Quotes are to be received by Plymouth Parks & Forestry
as listed below **prior to quote** closing date and time.*

Contact Info:

Plymouth Parks & Forestry

Attn: Sonya Rippe

14900 23rd Avenue N

Plymouth, MN 55447

www.plymouthmn.gov

srippe@plymouthmn.gov

Plymouth Parks & Forestry
Request for Quote
for Yard Waste Site Grinding

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Yard Waste Site Grinding Request for Quote

I. Overview

Plymouth Parks & Forestry is seeking quotes from companies for timely processing and hauling of materials at the Plymouth Yard Waste Site, 14900 23rd Avenue N. The processing and hauling shall not impede the public's use of the site during the normal hours of operation.

This Request for Quote (RFQ) does not obligate Plymouth Parks & Forestry to contract the services. The City reserves the right to cancel the solicitation if such action is considered to be in its best interest.

II. Quote Information

A. Schedule

Plymouth Parks & Forestry schedule for review of the RFQ's and final selection is as follows:

Date	Event
January 28, 2016	Advertising begins
January 28, 2016	RFQ packages are available on City's website, for pick-up, email or mailed to interested parties
February 3, 2016	Deadline for written questions to the Department from interested parties
February 8, 2016	Deadline for responding to questions from interested parties
February 11, 2016 at Noon	RFQ Submittal Due
February 19, 2016	Review Panel Decision

B. Submission Requirements

Any and all responses to this RFQ must include the following RFQ elements. All signatures must be signed by an official who is legally authorized to bind the organization.

1. A completed Company Information form.
2. A completed Yard Waste Site Grinding Quote Sheet.
3. A completed and signed Certificate of Quote.
4. A completed and signed Responsible Quote Evaluation.
5. A completed and signed Affidavit of Non-Collusion.

C. Selection Criteria

1. *Evaluation Criteria and Scoring Process* – All quotes received will be reviewed by a Review Panel as determined by the Plymouth Parks & Forestry Division. Each evaluation criteria has been given points relative to its value as a whole. The criteria and each associated points are as follows:

Criteria	Points
Organization, Experience, Expertise, References & Equipment	25
Cost	75
Total Points	100

2. *Selection* – The quote considered most responsive to this RFQ may be requested to attend at least one interview with Plymouth Parks & Forestry. Plymouth Parks & Forestry may determine that a selection can be made without conducting interviews. Contract(s) may be cancelled for cause by either party by providing 30 days written notice. All reasonable efforts will be made by both parties to resolve issues and disagreements prior to cancellation.

D. Questions

Prospective contractors who have any questions regarding this RFQ must submit questions by e-mail or phone to: Sonya Rippe, Project Coordinator, srippe@plymouthmn.gov or (763) 509-5943

The deadline to submit questions regarding this RFQ will be **Thursday, February 11, 2016 by Noon, CST**. Plymouth Parks & Forestry anticipates providing responses to such questions no later than **Monday, February 8, 2016 by Noon, CST**.

E. Submittals

All quotes must be delivered in person, mail or via email.

Plymouth Parks & Forestry
Yard Waste Site Grinding RFQ
Attn: Sonya Rippe
14900 23rd Avenue N
Plymouth, MN 55447

Or

Email: srippe@plymouthmn.gov

All quotes must be sent no later than Thursday, February 11, 2016 by Noon, CST, as indicated by the time posted in the schedule. Late quotes will not be considered. Submit one (1) copy of the quote. Quotes, if emailed, should be sent from the responder's e-mail address. Each quote must be signed by an authorized member of the firm.

III. Terms & Conditions

If a contract is awarded, the selected Contractor will be required to adhere to a set of general terms and conditions that will become a part of any formal agreement. These conditions are general principles that apply to all Contractors of service to Plymouth Parks & Forestry.

A. Reporting of Contractor

1. The Contractor is to report to Paul Buck, Forester for Plymouth Parks & Forestry and will cooperate and confer with him/her as necessary to ensure satisfactory work progress.
2. Plymouth Parks & Forestry will review and inspect the Contractor's activities during the term of this contract.

B. Personnel

1. The Contractor will provide the required service personally and will not subcontract or assign services without Plymouth Parks & Forestry's written approval.
2. The Contractor will not hire any City employee for any of the required services without the City's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

C. Indemnification

The Contractor will protect, defend and indemnify the City of Plymouth, its officers, agents, servants, volunteers and employees against any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Plymouth in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor or any employee, agent or representative of the Contractor or any sub-contractor.

D. Non-Collusion

Submittal and signature of a quote swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer or to refrain from quoting.

E. Responsible Quoter

The City will review the qualifications and experience of quoters for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is "responsible." A "responsible" quoter is a bidder qualified to do the work. This will be determined by assessing the quoter's skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed.

F. Insurance Requirements

The insurance carrier for City of Plymouth requires receive evidence of coverage, certificates of insurance, from subcontractors working on city premises prior to the commencement of work. Coverage and limits required are as follows:

General Liability including Completed Operations coverage with minimum limits of:

- \$1,000,000 Each Occurrence Bodily Injury and Property Damage
- \$2,000,000 General Aggregate
- \$2,000,000 Products / Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury

The City of Plymouth should be named as an “Additional Insured” as related to the work performed by the subcontractor on behalf of The City of Plymouth.

Automobile Liability coverage for any Auto, Hired and Non Owned Autos:

- \$1,000,000 Limit

Workers Compensation and Employers Liability:

- Statutory Limits on Workers Compensation
- Employer’s Liability
 - \$500,000 each Accident
 - \$500,000 Disease – each employee
 - \$500,000 Disease – policy limit

G. Compliance with Laws & Regulations

In addition to non-discrimination and affirmative action compliance requirements listed below, the Contractor(s) ultimately awarded a contract shall comply with federal, state and local laws, including, but not limited to, all applicable OSHA requirements and the Americans Disabilities Act. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

H. Interest

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agency, employee of the City of Plymouth or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

I. Equal Opportunity Employment

The City of Plymouth does not discriminate on the basis of race, color, creed, national origin, sex, religion, age, disability, affection preference, marital status, or status with regard to public assistance in employment. The City of Plymouth is an equal opportunity employer.

J. Ownership of Documents

All documents developed as a result of this contract will be freely available to the public and shall become the property of the City. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the City. Any publication of the information or results must be co-authored by the City.

K. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

L. Assigns & Successors

This contract is binding on the City and the Contractor, their successors and assigns. Neither the City nor the Contractor will assign or transfer its interest in this Contract without the written consent of the other.

M. Termination of Contract

Termination without cause. The City may terminate the contract by giving thirty (30) days written notice to the Contractor.

N. Addendum

1. Any changes to the specifications will be issued as a written addendum. No oral statements, explanations or commitments by whosoever shall be of any effect.
2. The contract may be amended from time to time through written agreement by both parties.

IV. Scope of Services

The overall scope of services sought is to provide timely processing and hauling of materials at the Plymouth Yard Waste Site, 14900 23rd Avenue N. The processing and hauling shall not impede the public's use of the site during the normal hours of operation.

The Contractor should be familiar with the site/location, the work to be done and local conditions affecting the cost of the work under which it must be performed and hereby proposes to furnish all labor, materials and equipment to meet the needs of these services. Plymouth Parks & Forestry will not be responsible for any damages to the Contractor's tools or equipment. There is limited parking or storage for equipment at the Yard Waste site.

The services and occurrence may include, but are not limited to:

A. Contract Period

The contract period shall be for two (2) years from 2016-2017. By July 1, 2017 if mutually agreed upon by the City and Contractor, the contract may be extended through 2018 with the same Terms and Conditions and Scope of Services as outlined in this RFQ.

B. Yard Waste Site Schedule

1. The Yard Waste Site is typically open from the first Wednesday in April through November 29, weather permitting.
 - a. **April:** Wednesday – Friday from 3:00 – 6:00 p.m. and Weekends from 10:00 a.m. – 5:30 p.m.
 - b. **May – August:** Wednesday – Friday from 3:00 – 8:00 p.m. and Weekends from 10:00 a.m. – 5:30 p.m.
 - c. **September – November:** Wednesday – Friday from 3:00 – 6:00 p.m. and Weekends from 10:00 a.m. – 5:30 p.m.
2. Access to the site to grind wood waste or haul leaves shall be limited to the following times so as not to impede the public's use of the site during the normal hours of operation.
 - a. Monday – Tuesday from 7:00 a.m. – 7:00 p.m.
 - b. Wednesday – Friday from 7:00 a.m. – 2:30 p.m.
 - c. No access on the weekends.

C. Yard Waste Site Grinding Requirements

1. Specifications

- a. Grind wood waste within 2 week notice when directed by the City to keep the Plymouth Yard Waste site open for resident drop off of wood waste.
- b. Promptly haul all wood waste off site after grinding with the exception of any mulch needed for City use.
- c. Provide City 500 CY's of double grind mulch at no cost as requested by the City annually.
- d. Promptly haul all leaves and garden waste within 2 week notice when directed by the City to keep the Plymouth Yard Waste site open for resident drop off of leaves and garden waste.
- e. Provide City 200 CY of finished compost at no cost as requested by the City annually. No delivery charge if backhauled during grinding operations.
- f. Secure all permits needed to remove EAB wood from Plymouth site.
- g. Provide all equipment to grind and haul all wood and leave material off site.
- h. In the event of a significant storm(s) where it is necessary for the City to open additional wood drop off sites, provide grinding and hauling of wood from these additional sites at market industry rates and provide required FEMA record keeping.
- i. After the November closing of the site, any remaining small amount of wood and leaves not removed due to weather conditions shall be removed by the following spring of each contract year as road restrictions allow.
- j. Specified contractors, agreed to by both parties, may drop off wood at the site provided there is space available and the additional material does not impede resident drop off of wood and leaves.

2. Clean Up

The Contractor shall remove all debris caused by his work at the job site and at the end of each workday and dispose of it at no additional cost to Plymouth Parks & Forestry. Disposal shall be in strict accordance with local and State of Minnesota laws and ordinances.

3. Environmental Requirements

- a. The Contractor shall conduct all aspects of its operation in compliance with all local, State of Minnesota and Federal Environmental Protection Agency rules, regulations, laws and any other legal requirements for the protection of the environment. Materials or processes that use asbestos, beryllium or mercury shall not be used.
- b. The Contractor shall immediately inform Plymouth Parks & Forestry of any investigation, citation, or legal action by any regulatory agency related to the Contractor's obligations under this Contract.

4. Site Damage

The Contractor is required to immediately repair, to Plymouth Parks & Forestry's satisfaction, any sites damage caused by their equipment.

E. Personnel & Supervision

1. The Contractor shall provide sufficiently qualified on-site personnel to execute the work covered by the contract.
2. All personnel shall perform the work in a safe and professional manner.
3. Contractor's personnel shall dress and conduct themselves appropriately on the job site. Shirts are to be worn at all times and must be high-visibility Class 2 or wear an ANSI/ISEA Class 2 vest.

4. Contractors must adhere to all applicable laws pertaining to hiring practices and that all personnel employed by the Contractor are legally eligible to work in the United States pursuant to federal and state law.
5. No person shall use tobacco products or electronic cigarettes on City-owned parkland, park facilities, open space or joint City/School District properties, except within the confines of a vehicle in a designated parking area.

F. Safety Requirements

1. All tools and equipment used by the Contractor shall be in proper working order and shall be operated in a manner consistent with commonly-accepted safety standards and all applicable local, state or federal laws.
2. Safety features on equipment should not be altered.
3. Safety shields must be in place on all equipment.
4. Personnel must wear proper protection as required.
5. Equipment is to be operated safely at all times.
6. Any violation of safety standards may be deemed cause for termination of the Contract.

G. Equipment

1. All equipment owned or controlled by the Contractor, while operated and/or located on City of Plymouth property, shall conform with all applicable laws and regulations then in effect, including but not limited to those related to occupational safety and health.
2. All delivery, cleaning and/or pick-up operations are to be performed using machines manufactured by reputable companies recognized for producing high quality commercial portable toilet equipment.
3. At no time, shall an operator of a piece of equipment leave visual contact of the equipment.
4. Any failure to comply with these provisions could result in immediate termination of the contract.

H. Terms of Payment

1. The Contractor will submit an invoice to Plymouth Parks & Forestry on a monthly basis for all work performed during the preceding month. The invoice shall include;
 - a. The total tons of wood hauled.
 - b. The total tons of leaves hauled.
 - c. The total tons of overages hauled.
 - d. Explanation of areas that were skipped or not completed.
 - e. Any additional information that may be helpful.
2. Upon approval of required work as specified being completed, the invoice will be forwarded on to Finance for payment.
3. Invoices are due to Finance every Tuesday for processing checks on Friday.
4. A check is generally issued within 7-10 days from each Tuesday.

Attachment A:

Advertisement for Quote



Advertisement for Quote

2016-2017 City of Plymouth

NOTICE IS HEREBY GIVEN that the City of Plymouth is seeking quotes from companies to provide processing and hauling of materials at the Plymouth Yard Waste Site, 14900 23rd Avenue N. The processing and hauling shall not impede the public's use of the site during the normal hours of operation. The Contractor should be familiar with the site/location, the work to be done and local conditions affecting the cost of the work under which it must be performed and hereby proposes to furnish all labor, materials and equipment to meet the needs of these services. All services must meet the criteria as detailed in the scope of services.

An electronic copy of the Request for Quote is available at www.plymouthmn.gov or by contacting Sonya Rippe, Project Coordinator at srippe@plymouthmn.gov.

Details concerning submission requirements are included in the Request for Quote. This notice does not obligate the City of Plymouth to complete the project and the City reserves the right to cancel this solicitation.

Deadline for submission of the RFQ Response is no later than **Noon on Thursday, February 11, 2016, CST.**

Yard Waste Site Grinding Request for Quote

All quotes must be sent to **Sonya Rippe, Project Coordinator** at srippe@plymouthmn.gov no later than, **Noon on Thursday, February 11, 2016, CST**. Late quotes will not be considered. Submit one (1) electronic copy (.pdf format) of the quote. Quotes are to be e-mailed from the responder's e-mail address. Each quote must be electronically signed by an authorized member of the firm.

Instructions

Please read instructions and fill in the Adobe PDF forms. Submit pages 11-22.

Forms

- Company Information
- Recent Projects
- Licenses/Certificates
- Equipment to be used
- Lawsuits/Complaints
- References
- Yard Waste Site Grinding Quote Sheet
- Certificate of Quote
- Responsible Quoter Evaluation
- Non-Collusion



Plymouth Parks & Forestry Yard Waste Site Grinding Request for Quote Forms

Company Information

Company					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Tax ID#		Corporation or Partnership			
Years in Business		Years in Plymouth Area			
Permanent Employees		Temporary Employees			
Type of work performed by your Company					

Recent Projects of similar scope and size performed

Company	Contact	Email	Type of Work

List all your companies applicable Licenses and Certificates

License/Certificate	Number	Expiration

Please list equipment to be used in Plymouth. For example, grinders, loaders, trucks, etc.

Piece of Equipment	Brand	Model	Quantity

List all lawsuits or complaints filed against quoter for the last five (5) years.

Company References

Company Reference #1					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					

Company Reference #2					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					

Company Reference #3					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					

Plymouth Parks & Forestry Yard Waste Site Grinding Quote Sheet

The City of Plymouth will have Yard Waste Site Grinding at the Plymouth Yard Waste Site, 14900 23rd Avenue N. In the event of favorable markets for recyclable materials, the quote allows for payment to the City for the processed wood and leaf material. The payment for these products is subtracted from the processing fees and hence lowers the overall bid.

Yard Waste Site Grinding

Item	Average Tons	Price/Ton	Sub-Total
Grinding Wood	2,600		
Hauling Wood	2,600		
Hauling Leaves	1,400		
Hauling Overages	100		
Processing Total	4,100		\$
Product			
Payment for Processed Wood	2,600		
Payment for Leaves	1,400		
Product Payment	4,000		\$
Balance			\$

The City may require additional product beyond the quantities noted in the specifications. The City will notify the contractor of the quantities required. To save on delivery fees, backhauling from their off-site location is acceptable.

Supplemental Items	Average CY	Price/CY	Total
Delivered Mulch*	500		
Delivered Compost**	100		
Processing Total	600		\$

*Above the first 500 CY

**Above the first 200 CY



**Plymouth Parks & Forestry
Yard Waste Site Grinding
Certification of Quote**

We have read the Plymouth Parks & Forestry Request for Quote and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the quote requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by Plymouth Parks & Forestry.

We further certify that since the receipt of this RFQ, no contact, discussion or negotiation has been made nor will be made regarding this RFQ with any City of Plymouth City Council Member, Parks & Advisory Commission Member or City of Plymouth staff.

We certify our quote shall remain valid for a period of 60 days after the due date of responses.

Submitted by:

Name

Authorized Signature

Title

Date



City of Plymouth Yard Waste Site Grinding Responsible Quoter Evaluation

The City will review the qualifications and experience of quoters for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is “responsible.” A “responsible” quoter is a quoter qualified to do the work. This will be determined by assessing the quoter’s skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed. In all cases where a quoter is unknown or where there are any questions about the qualifications of the quoter, the following information will be required of the apparent low quoter:

You are required to complete and return this questionnaire before the City Council considers awarding you the contract.

1. Identify all similar public projects in which you were the contractor. If you have had more than five such contracts, list only the last five contracts, and as to each contract identified provide the following information:

Project #1		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #2		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #3		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #4		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

Project #5		Date	
Project Description			
City Contact Person			
County Contact Person			
State Contact Person			
Were change orders in excess of 5% requested? If yes, explain the circumstances.			
Were liquidated damages assessed? If yes, explain the circumstances.			
Was the project completed on schedule? If no, explain the circumstances.			

2. Describe all construction arbitration claims and any construction or project litigation in which you have been a party in the last five years.

3. Identify all public projects you have had with the City of Plymouth in the last five years.

4. In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.

5. In the last five years have any claims been filed against a performance or payment bond that you have provided a public entity? If yes, explain the circumstances.

6. In the last five years, has your firm or any of its owners or employees been fined by a federal or state agency for a contract or workplace matter (such as wage or hour or safety violations), or debarred under Part 29, Title 49 CFR or any other law from submitting bids on public projects? If yes, explain the circumstances.

7. In the last five years, has your firm or any of its owners or employees been charged or convicted of a crime involving the awarding, bidding or performance of a government contract? If yes, provide full details.

Contractor Verification of Compliance

The undersigned, being first duly sworn, as a responding contractor on the Project, represents and swears as follows:

Now, and at all times during the duration of the Project, the undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, Subd. 3, the Responsible Contractor Statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a “responsible contractor” as defined in Minn. Stat. § 16C.285, Subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

Upon request, the undersigned will submit copies of the signed verifications of compliance from all subcontractors.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a constructed project and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

Certified as true and correct this _____ day of _____.

Printed name, Title

Signature

***Resolution No. 2015-016, January 13, 2015
(Supersedes Resolution No. 2004-024, January 13, 2004)***



**Plymouth Parks & Forestry
Yard Waste Site Grinding RFQ
Affidavit of Non-Collusion**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am a partner in the quoting partnership (if the quoter is a partnership) or an officer or employee of the quoting corporation (if the quoter is a corporation) having authority to sign on its behalf;
2. That the attached quote or quotes have been arrived at by the quoter independently, and have been submitted without collusion with, or without any other vendor of materials, supplies, equipment, or services described in the invitation to quote, designed to;
3. That the contents of the quote or quotes have not been communicated by the quoter or its employees or agents to any person not an employee or agent of the quoter and will not be communicated to any such person prior to the official opening of the quote(s); and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Company Name: _____

Authorized Signature: _____

Title: _____

Quoter's E.I.N.: _____

Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941

Subscribed and sworn to before me this _____ day of _____ 201__.

Notary Public Signature

Seal