



INVITATION TO BID
ITB-025-2008

Sealed bids will be accepted by the City of Lake City, Florida until **Tuesday, September 30, 2008 at 11:00 AM** local time in the Purchasing & Contracting Department located on the 2nd floor of City Hall, 205 N Marion Avenue, Lake City, Florida 32055. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted via fax. Bid opening will be promptly at **11:15 AM** in the City Council Chambers located on the 2nd floor of City Hall, at which time all bids will be publicly opened and read aloud for:

TREE TRIMMING AND REMOVAL SERVICES ANNUAL TERM CONTRACT

All bid proposals which are submitted through delivery services such as Federal Express, UPS, or United States Postal Service Express Mail, must be marked on the OUTSIDE of the delivery package with the company or Bidder's name, address, phone number, bid number (ITB-025-2008), bid title (TREE TRIMMING AND REMOVAL SERVICES ANNUAL TERM CONTRACT) the date and time (September 30, 2008 @ 11:00 AM). The bid proposal must be in a sealed envelope INSIDE the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the same information as listed above on the OUTSIDE of the sealed envelope. Failure to comply may be reason to reject the bid.

One original plus one copy must be included and must be addressed to the following:

City of Lake City
Attention: Purchasing & Contracting
205 N Marion Avenue
Lake City, Florida 32055

Bids must be completed in English language, signed with ink, in spaces provided on the enclosed bid forms and submitted in duplicate or bid will be subject to rejection.

Any deviation from the specifications must be explained in detail on sheets attached to the bid form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

Request for additional information or clarifications must be made in writing to the Purchasing Department. Facsimile or e-mail requests are acceptable. The Purchasing Department will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this Invitation to Bid. Questions must be received no later than 4 PM, Tuesday, September 23, 2008.

Telephone: (386) 719-5818
Fax: (386) 755-6112
E-Mail: purchasing@lcfla.com

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Purchasing & Contracting Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 working hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the

Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Scott Reynolds
City Manager

THE CITY OF LAKE CITY WILL ACCEPT PROPOSALS FOR AN ANNUAL CONTRACT FOR TREE TRIMMING AND REMOVAL SERVICES FOR THE CITY OF LAKE CITY.

SCOPE OF WORK:

The City of Lake City is seeking bids from tree removal companies to provide a variety of tree services. The work to be done under this contract includes, but is not limited to; providing all labor, supervision, equipment, incidentals, and related items necessary for tree trimming and removal services in accordance with the specifications contained herein.

"TERMS AND CONDITIONS"

A. LICENSE:

1. All Bidders must be qualified under the laws, rules and regulations of the State of Florida and the City of Lake City to perform the work required by these documents.

B. INSURANCE:

1. Without limiting Bidders indemnification, it is agreed that the successful Bidder will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Bidders policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. The City of Lake City must be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible must be the sole responsibility of the Vendor/Contractor and/or subcontractor providing such insurance. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
 - a. Statutory Workers Compensation insurance as required by the State of Florida.
 - b. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 - c. Comprehensive Automobile Liability insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence and \$100,000.00 property damage.

C. CONTRACT:

1. The proposal of the successful Bidder together with the written Notice of Award, and the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. The contract term will be for a one (1) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms, upon mutual agreement with the successful Bidder.
2. The contract may be cancelled by either party at any time by giving a written thirty (30) day notice.

D. PAYMENT:

1. Payment will be made on a unit basis upon acceptance by the City.

E. EXPERIENCE/REFERENCES:

1. Bidders must provide with their proposal, material for evaluating the ability of the potential Bidder to execute a project of this type. Therefore, the Bidder is required to provide a minimum of (5) five references for similar projects, which will be verified. The list of references must be attached with the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City and also become public record.

F. ADDITIONAL INFORMATION:

1. The City of Lake City Purchasing & Contracting Department reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

G. ADDENDUM

1. It will be the sole responsibility of the Bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid.

H. EXPERIENCE:

1. The successful bidder must have been in the tree trimming and removal service business for a minimum of two (2) years. Bidders shall provide documentation of applicable license, certification, and/or commercial experience. The City of Lake City reserves the right to request documentation at any time during the contract period.

I. ASSIGNMENT OF WORK:

1. Upon notification of assignment, the primary Contractor will have 24 hours to respond and provide acceptance or rejection of a particular project. If acceptance is not received within the specified time, the City of Lake City reserves the right to acquire the services from another Contractor.

J. COMPLETION OF WORK:

1. The City of Lake City and the Contractor shall mutually agree upon schedule for completion of work at each location. The City of Lake City has the right to assign work to an alternative Contractor if both parties cannot mutually agree.

K. DEBRIS REMOVAL:

1. The Contractor shall be responsible for removal of all debris from the site and cleaning work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request of the City of Lake City, shall remove such debris and materials from property.

L. PRICING:

1. The City of Lake City requires a firm fixed price per unit.

M. GENERAL REQUIREMENTS:

1. Contractor to furnish all necessary equipment, qualified supervisor, and crews to do general tree work as specified by the City of Lake City, job site to be cleaned at end of each work day, must notify the City of Lake City prior to arrival on job site. Contractor is only to complete work that is assigned to you by the City of Lake City.
2. Permits and licenses of any nature, necessary for any and all work, shall be secured and paid for by the contractor.
3. All work shall be done to the complete satisfaction of the City of Lake City and in accordance with all municipal, county, state, federal and local laws, ordinances and regulations applicable to said work.
4. Contractor will at all times in the performance of this contract exercise due care and caution for the safety and welfare of the workmen employed on the job, City of Lake City employees and property. Fluorescent cones, tape or bright colored

plastic fence material shall be placed in the area(s) the contractor is working in for safety.

5. All trees will be trimmed by the lateral method. All limbs will be trimmed to a main stem or lateral, which extends away from the line. When side trimming, all cuts will be made flush to a parent stem, all overhanging limbs removed and tops of trees floated back away from the line.
6. In trimming, and wherever possible in topping and re-topping, all cuts shall be made flush to laterals which are at least on third the size of the leader limb. Protruding lower limbs, which may need trimming, shall be cut back to the trunk of the tree, if possible. Trimming so as to leave or stimulate development of sucker clusters or limb stubs must be avoided; additionally the tearing of bark must be avoided. Flat topping, notching or thorough trimming shall be done only by permission of the City. All trees trimmed or topped shall be trimmed to a generally symmetrical outline. The natural symmetry and beauty of the trees, which are trimmed or topped, shall be considered. No stubs will be permitted.
7. Tree removal shall include the removal of the stump by the following grinding method.
 - a. Grind stumps to a minimum of six (6) inches below existing grade; back fill area with contiguous clean fill, unless otherwise approved by the City of Lake City.
 - b. Stumps shall be ground immediately (same day) after tree is removed unless approved by the City of Lake City. If stump(s) cannot be ground immediately, they shall be cut as close to ground level as possible and shall cause no safety hazard.

N. CHANGE ORDERS:

1. Any change orders to the firm fixed price per unit must in writing and approved by the City Manager prior to commencement of work.

O. DEFINITIONS:

1. Diameter at breast height (DBH) - the height at which the diameter of a tree is measured: four feet, six inches above the ground.
2. Canopy - the top layer of a tree including branches and foliage.

PROPOSAL

ITEM	DESCRIPTION OF ITEM	UNIT PRICE
1	TREE REMOVAL – 4” to 12” (DIAMETER AT BREAST HEIGHT)	\$
2	TREE REMOVAL – 13” to 24” (DIAMETER AT BREAST HEIGHT)	\$
3	TREE REMOVAL – 25” to 36” (DIAMETER AT BREAST HEIGHT)	\$
4	TREE REMOVAL – 37” to 48” (DIAMETER AT BREAST HEIGHT)	\$
5	TREE REMOVAL 49” or GREATER (DIAMETER AT BREAST HEIGHT)	\$
6	STUMP REMOVAL – 4” to 12” (DIAMETER)	\$
7	STUMP REMOVAL – 13” to 24” (DIAMETER)	\$
8	STUMP REMOVAL – 25” to 36” (DIAMETER)	\$
9	STUMP REMOVAL – 37” to 48” (DIAMETER)	\$
10	STUMP REMOVAL – 49” and GREATER (DIAMETER)	\$
11	TREE PRUNING AND SHAPING – 0’ to 10’ (CANOPY DIAMETER)	\$
12	TREE PRUNING AND SHAPING – 11’ to 20’ (CANOPY DIAMETER)	\$
13	TREE PRUNING AND SHAPING – 21’ to 30’ (CANOPY DIAMETER)	\$
14	TREE PRUNING AND SHAPING – 31’ to 40’ (CANOPY DIAMETER)	\$
15	TREE PRUNING AND SHAPING – 41’ to 50’ (CANOPY DIAMETER)	\$
16	TREE PRUNING AND SHAPING – 51’ to 60’ (CANOPY DIAMETER)	\$
17	TREE PRUNING AND SHAPING – 60’ & GREATER (CANOPY DIAMETER)	\$
18	RESPONSE TIME (IN DAYS OR WEEKS TIME FRAME)	

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

FIRM NAME _____

ADDRESS _____

CITY,STATE,ZIP _____

TELEPHONE _____

FAX # _____

E-MAIL ADDRESS _____

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE _____

DATE _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

VENDOR CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____
with a local office in _____ and principal office in _____
_____ and principal office in _____.
City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City **ITB-025-2008** described as **Tree Trimming and Removal Services, Annual Term Contract**.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this _____ day of _____ 2008.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2008.

Personally Known _____ Or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public

My commission expires _____.

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DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City, ITB-025-2008, Request

Firm

Date

Authorized Signature

and Title Printed or Typed Name and Title

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DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

Authorized Signature

Date Signed

State of Florida

County of _____

Sworn to and subscribed before me this ____ day of _____ 2008.

Personally known _____ or Produced Identification _____
(Specify type of identification)

Signature of Notary

My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____
the proposer

Title

Company Name

that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2008.

Notary Public, State of Florida My Commission Expires: _____

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**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No._____.
2. This sworn statement is submitted by _____ whose business address is_____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____.
3. My name is _____and my relationship to the entity named above is_____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders,

7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of

Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature: _____ Date _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 2008.

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

REFERENCES

As per the General Specifications Section, below is a list of at least five (5) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

- 1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
Contact Person: _____
Length of time services provided: _____

- 2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
Contact Person: _____
Length of time services provided: _____

- 3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
Contact Person: _____
Length of time services provided: _____

4. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
Contact Person: _____
Length of time services provided: _____

5. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
Contact Person: _____
Length of time services provided: _____

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