

Clerk's Contract and Agreement Cover Page

Year: 2011 **Legistar File ID#:** 2011-0277
Multi Year: **Amount** \$11,125.00

Contract Type: Contractor's Form
Contractor's Name: Global Connect
Contractor's AKA:
Execution Date: 6/1/2011
Termination Date: 12/31/2013
Renewal Date:
Department: Administration/MIS
Originating Person: Mary Klinger
Contract Description: Emergency Communications

TERMS AND CONDITIONS

- 1. The chargeable annual rate is \$.55 cents per location (businesses and households) and \$1.00 for each employee/volunteer. This provides Orland Park, IL with unlimited municipal emergency calls and emails to their database of households / businesses and unlimited calls and emails to their employees / volunteers using Global Connect's Emergency Notification System. Total charges will be based on the 12 month period starting June 1, 2011 ending May 31st, 2012. In the event of renewal, charges will be based on the number of locations, employee/volunteer and self-registered cell phone numbers or emails as of the renewal date. Global Connect will guarantee current rate for an additional 2 years if contract is renewed by Orland Park, IL.**
- 2. Global Connect reserves the right to dissolve this agreement and eliminate associated passwords including customer accounts in the event of a breach of contract, which breach remains uncured for thirty (30) days following written notice to Orland Park, IL. Global Connect will protect Orland Park, IL annual rate for a period of 3 years. In the event of renewal after this timeframe, Global Connect will provide Orland Park, IL written notice of any increases or decreases to the annual rate at least (60) days prior to the renewal date.**
- 3. Information provided by Orland Park, IL including but not limited to phone lists and data files will remain the exclusive property of Orland Park, IL. Global Connect agrees not to rent, sell, loan or provide this information to any person or company without written permission by Orland Park, IL.**
- 4. In no event shall Global Connect be liable for any incidental, special, consequential or punitive damages including loss of use, profits, revenue or goodwill. The total liability of Global Connect shall be limited to the amount of payment for product or services received from Orland Park, IL during the calendar month such liability arose. Global Connect shall not be liable for any failure of performance due to causes or circumstances beyond Global Connect's control. Nor shall Global Connect be liable for any act or omission of any other person or company furnishing any portion of a product or service. All calls will be delivered in the fastest amount of time, based on the local exchange carrier's available bandwidth.**
- 5. Orland Park, IL will indemnify, save harmless and defend Global Connect from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and / or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, materials or services supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against Global Connect, either individually or jointly with for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of, its elected and appointed officials, its employees, agents, volunteers and others working of behalf of Orland Park, IL or others under the Global Connect contract. This indemnification and hold harmless agreement shall apply in all instances whether Global Connect as well as it's agents and employees is made a direct party to the initial action or claim or subsequently is made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.**
- 6. Global Connect shall indemnify, save harmless and defend Orland Park, IL, it's elected and appointed officials, its employees, agents, volunteers and others working of behalf of Orland Park, IL, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/ or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, materials or services supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against Orland Park, IL, either individually or jointly with for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in**

connection with this contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of Global Connect, its employees, subcontractors or agents or others under the Global Connect contract. This indemnification and hold harmless agreement shall apply in all instances whether Orland Park, IL as well as its agents and employees is made a direct party to the initial action or claim or subsequently is made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

7. This agreement is subject to and shall be interpreted in accordance with the laws of the state of New Jersey and any litigation arising out of this agreement shall be conducted in the Superior Court of New Jersey.

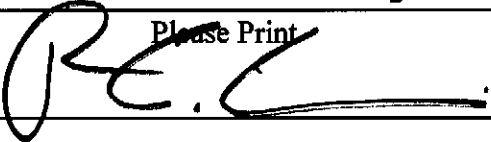
8. This agreement supersedes all prior agreements, representations and understandings of the parties. Global Connect agrees that Orland Park, IL without cause and or prior notice may terminate this agreement at anytime.

Government regulation prohibits sending messages before 8 AM or after 9 PM. Federal and State Regulatory Agencies prohibit the use of this product for calling persons or contacting persons with whom you do not have an ongoing or prior business relationship. If your message contains a promotion or information about your product or service, you cannot hang up on live answers under federal law. **This does not apply to business-to-business calls, political calls, emergency calls, and calls made for non-profit organizations.**

I agree to the terms and conditions including governmental rules and regulations contained herein.

On This Date: 6 / 6 / 11 .
Month Day Year

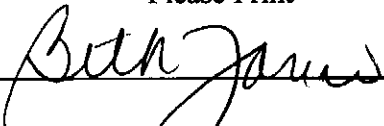
By: Paul G. Grimes - Village Manager
Please Print

Signature: 


Accepted By: **Global Connect, LLC**

On This Date: 6 / 13 / 11 .
Month Day Year

By Beth Farino
Please Print

Signature: 

By Colleen Bresnahan
Please Print

Signature: 



GLOBAL CONNECT
Emergency Notification System

Emergency Notification System Pricing

Orland Park, IL

Proposal Request for: Emergency Notification System
Date: March 7, 2011

Year 1

| | | |
|--|--------|------------------------|
| Approximate # of Households/Businesses | 24,000 | |
| Price per Household/Business | | \$0.55 |
| Approximate # of employees | 150 | |
| Price per Employee | | \$1.00 |
| Training | | Included |
| Implementation | | Included |
| Data Manipulation | | Included |
| Sub-accounts | | Included |
| System Upgrades/Maintenance | | Included |
| Customer Support | | Included |
| Extended 24 Hour Support | | Included |
| Weather Alerts | | Included |
| Database | | Client Provides |
| 2 months FREE | | 2 Months |
| | | \$2,225.00 Savings |
| Actual Price per Household/Business/Employee | | \$0.46 |

Year 1 Price **\$11,125.00**

Year 2 and Year 3: Rate Guarantee

| | |
|--|--------|
| Approximate # of Households/Business/Employees | 24,150 |
| Price per Household and Business | \$0.55 |
| Price per Employee | \$1.00 |

Year 2 Price **\$13,350.00**

Year 3 Price **\$13,350.00**

The rates noted above are **guaranteed** for Orland Park, IL for 60 days from the date of proposal. These rates are for UNLIMITED Municipal Emergency Notification messages. Notifications include voice calls and emails.

Add .25 cents per opted in citizen for texting


Colleen Bresnahan

Regional Sales Dir
847-223-5225 ext. 13
847-223-5281 Fax
colleen@gc1.com

March 7, 2011
Date

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

_____ Corporation: State of Incorporation: _____
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

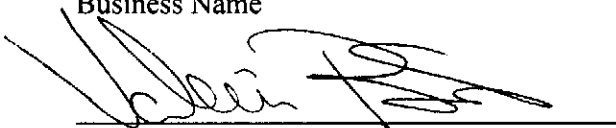
In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Global Connect _____

(Corporate Seal)

Business Name



Valerie Bird _____

Signature

Print or type name

Assistant Controller _____

5/26/11 _____

Title

Date

| NAME | OWNERSHIP % | CITY | STATE |
|----------------|--------------------|-------------------|--------------|
| R. Craig Bird | 17% | Petersburg | NJ |
| Debra Bird | 17% | Petersburg | NJ |
| Valerie Bird | 6% | Ocean City | NJ |
| Ryan Bird | 6% | Woolwich Township | NJ |
| Darrin Bird | 6% | Petersburg | NJ |
| Brandon Bird | 6% | Berlin | NJ |
| Dallin Bird | 6% | Orem | Utah |
| Devin Bird | 6% | Flower Mound | TX |
| Lorin Bird | 6% | Saratoga Springs | Utah |
| Marissa Jensen | 6% | Lubbock | Texas |
| Logan Bird | 6% | Petersburg | NJ |
| Janelle Payne | 6% | Provo | Utah |
| Alisha Bird | 6% | Petersburg | NJ |

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

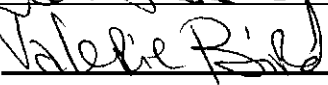
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY:  _____

ATTEST:  _____

DATE: 5/26/11

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)


Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, Valerie Bird, having submitted a proposal for Global Connect
(Name) (Name of Contractor)

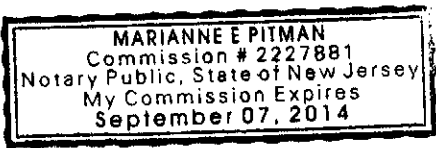
for Emergency Notification System to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 26th Day
of May, 2011.

Marianne E. Pitman
Notary Public



**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Valerie Bird, being first duly sworn certify and say
that I am Assistant Controller

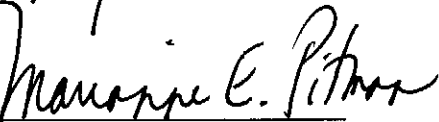
(insert "sole owner," "partner," "president," or other proper title)

of Global Connect, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.

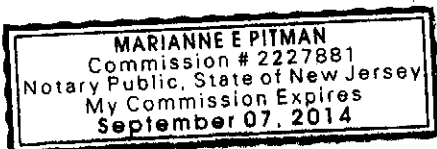


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 26th Day
of May, 2011.



Notary Public



TAX CERTIFICATION

I, Valerie Bird, having been first duly sworn depose and state as follows:

I, Valerie Bird, am the duly authorized agent for Global Connect, which has submitted a proposal to the Village of Orland Park for Emergency Notification System and I hereby certify (Name of Project)

that Global Connect is not

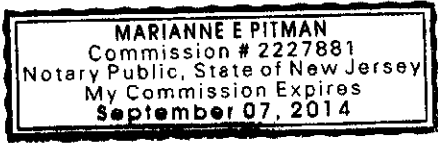
delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]
Title: Assistant Controller

Subscribed and Sworn To
Before Me This 26th Day
of May, 2011.

Marianne E. Pitman
Notary Public



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 13 DAY OF June, 2011

Beth Earino
Signature
Beth Earino Director of Subp Authorized to execute agreements for:
Global Connect
Printed Name & Title Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/11

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

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

| | | |
|--|------------------------------|--|
| PRODUCER Millham Companies Inc. 301 S. Main St. Ste. 1 E Doylestown, PA 18901 Richard B. Millham Jr., CIC | 215-345-8110 215-345-9337 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Select Accounts INSURER B : Travelers Property & Casualty INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____ |
| | | NAIC # |
| INSURED Global Connect LLC Lisa Monaco 5218 Atlantic Ave. Ste. 300 Mays Landing, NJ 08330 | | 25615 |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | | TT06400728 | 12/09/10 | 12/09/11 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> Business Owners | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | |
| B | AUTOMOBILE LIABILITY | | | BA-0940P901-10-TEC | 12/09/10 | 12/09/11 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | |
| B | UMBRELLA LIAB | | | TT05802997 | 12/09/10 | 12/09/11 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> OCCUR | | | | | | |
| | <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | N/A | IOUB8831C87010 | 12/09/10 | 12/09/11 | WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

The Village of Orland Park, and their respective officers, trustees, directors, employees, and agents are named as Additional Insureds on a primary and non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. Waiver of Subrogation applies in favor of the Additional Insureds in regards to GL & WC coverage.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| VILLA-3 The Village of Orland Park Attn: Denise Domalewski 14700 S. Ravinia Avenue Orland Park, IL 60462 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard B. Millham Jr., CIC |
|---|--|

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