# PURCHASE ORDER NO 0001093360 DUPLICATE

Date	Revision	Page		
06/21/2017	1 - 04/25/2018	1		
Payment Terms	Freight Terms	Ship Via		
NET 30	Shipping Point	Best Metho		
Reference:				
1009563 MEROUXL SHEWMAKERN SME				

Supplier: 0000002195 GETINGE CASTLE 1777 EAST HENRIETTA RD ROCHESTER NY 14623

**Phone:** (800) 950-9912 **Fax:** (800) 950-2570

email:

Ship To: FOLSOM LAKE COLLEGE

**RECEIVING** 

10 COLLEGE PARKWAY FOLSOM CA 95630 United States

Bill To: 1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

Tax Exempt? N

**Quantity UOM** PO Price Line-Sch Item/Description **Extended Amt Due Date** 1- 1 PREVENTATIVE MAINTENANCE PLAN WITH 1.00EA 3,492.45 3,492.45 07/11/2017 QUARTERLY SERVICE FOR: 1. S/N 05E06086 STERILIZATION 21" SM **GETINGE 522LS** 2. S/N GC-32099-R05 GENERATOR CAS30B 3. S/N 05200473 WATTS RO MODERNIZATI HS200 WATTS R

7/1/17 - 6/30/18

PER QUOTE# QC85590-17

FY17 PO 0001087990

04/25/2018 PER J HARMAN - CHANGE LINE 1 UNIT PRICE TO \$3,492.42 TO ACCOUNT FOR TAX - NEW PO TOTAL OF \$3,492.45 - NTS

Sub Total Amount Sales Tax Amount Total PO Amount 3,492.45 0.00 3,492.45

 BU
 Act
 Fd
 Org
 Prog
 Sub
 Proj
 Amount
 Byear

 GENFD
 5600
 11
 FL.VI.BIOL
 04000
 00000
 041A
 3,492.45
 2018

0001009563HARMANJ13-JUN-2017

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

# Change Order Request (One PO per Change Order Request)

College/Dept.: FLC BIOL PO # 0001093360 Request Date: 4/25/18

Vendor Name GETINGE/CASTLE

Change Unit Price on Line# 1 to \$3,492.45

Note: To account for tax not on original PO

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

# PURCHASE ORDER NO 0001093360

Date	Revision	Page
06/21/2017	,	1
Payment Terms	Freight Terms	Ship Via
NET 30 Sh	ipping Point	Best Metho
Reference:		Location / Dept
1009563 MEROUXL SHEWMAKERN		04CYPH112 SME

Supplier: 0000002195 GETINGE/CASTLE

1777 EAST HENRIETTA RD **ROCHESTER NY 14623** 

Phone: Fax:

(800) 950-9912 (800) 950-2570

email:

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 United States

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

Tax Exempt? N

Line-Sch Item/Description **Quantity UOM** PO Price **Extended Amt Due Date** 1- 1 PREVENTATIVE MAINTENANCE PLAN WITH 1.00EA 3,300.00 3,300.00 07/11/2017 QUARTERLY SERVICE FOR: 1. S/N 05E06086 STERILIZATION 21" SM **GETINGE 522LS** 2. S/N GC-32099-R05 GENERATOR CAS30B 3. S/N 05200473 WATTS RO MODERNIZATI HS200 WATTS R 7/1/17 - 6/30/18

PER QUOTE# QC85590-17

FY17 PO 0001087990

**Sub Total Amount** Sales Tax Amount Total PO Amount

3,300.00 0.00 3,300.00

GENED

5600 11

FL.VI.BIOL 04000 00000

Proa

041A

<u>Amount</u> 3,300.00 **BYear** 2018

0001009563HARMANJ13-JUN-2017

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

http://www.losrios.edu/purchasing/povalidation

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment. **Authorized Signature** 

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

#### LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

#### **PURCHASE ORDER TERMS AND CONDITIONS**

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
- ROB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
- 9. PATENT INDEMNITY: The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 10. TAXES: Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
- 11. EQUAL OPPORTUNITY EMPLOYER: The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
- 12. GENERAL SAFETY ORDERS: All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
- 13. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
- 14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
- 15. ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
- 16. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.
- 17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
- 18. NOTICE: Your employees <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Requisition

0000002195

Date

**GENFD** 

07/01/2017

Supplier: GETINGE/CASTLE

Ship To:

1777 EAST HENRIETTA RD

**ROCHESTER NY 14623** United States

Phone: (800) 950-9912

RECEIVING 10 COLLEGE PARKWAY

FOLSOM CA 95630-6798

email:

Fax: (800) 950-2570

2018 GETINGE/CASTLE

Requester Linda Meroux Requester Signature

**Business Unit:** 

Requisition Name:

0001009563

Req ID:

**OPEN** Page

Bldg#

3,300.0007/01/2016

Suzanne Rouiller Buyer:

Approved:

Entered By: Linda

16-MAY-2017

Quantity UOM Price Extended Amt Due Date Line-Schd Description 1-1 PREVENTATIVE MAINTENANCE PLAN WITH 1 EA 3,300.00 QUARTERLY SERVICE FOR: 1. S/N 05E06086 STERILIZATION 21" SM

**GETINGE 522LS** 2. S/N GC-32099-R05 GENERATOR CAS30B

3. S/N 05200473 WATTS RO MODERNIZATI HS200 WATTS R

7/1/17 - 6/30/18

Total Requisition Amount:

3,300.00

RECEIVER REQUIRED AMOUNT ONLY NO TAX PER QUOTE# QC85590-17

FY17 PO 0001087990

Org Proj **Amount** Prog Sub Acct Fd GENFD 5600 11 FL.VI.BIOL 04000 00000 041A 3,300.00

Approval Signature

Approval Signature

**Approval Signature** 



# LABOR ONLY SCHEDULED MAINTENANCE PLAN (NO PARTS)

## **Includes Preventative Maintenance No Parts**

020

Quotation no.:

QC85590-17

Description

Sterilization,21" Sm

Date Effective:

07/01/2017 to 06/30/2018

FOLSOM LAKE COLLEGE S 10 COLLEGE PARKWAY FOLSOM, CA 95630

Agreement received for Getinge USA, Inc. by:

Location

LAB

PM/YR

2

Price

1,818.00

Regina Lewis **Contract Administrator** 

Serial Number

05E06086

# **Equipment Schedule**

Model

522LS

2 CAS30B GENERATOR 3 HS-200 WATTS R Watts RO Modernizati	GC-32099-R05 LAB 05200473	2 909.00 2 573.00	
		Sub Total :\$3,300.00	
Total Fee: \$3,300.00	Customer Approval:  Customer name:		
Invoiced at the rate of: \$825.00  Invoice intervals (in months): 3 (4 time/s per year)	Title:		
	Phone no.:		
Invoicing method: Advanced Invoicing	Purchase order no. *:		
	* Submission of payment indicates acceptance of terms and conditions. A copy of the purchase order is required for agreements totaling \$5000.00 or more.		

Asset No.

**Getinge Group** 

1777 East Henrietta Rd Rochester, New York 14623

Phone 800.950.9912

Fax 585.214.6034

Quotation no.: QC85590-17

Page 1 of 6

4/12/2017 Date:

The price quoted in this proposal will remain firm for ninety (90) days from this date.



Preferred Labor rate:

\$175.00

Prevailing Labor rate:

\$220.00

Date:

Quotation no.: QC85590-17 Date: 4/12/2017

Page 2 of 6



# **SERVICE AGREEMENTS - SUMMARY**

Labor Only Schedule Maintenance Plan (No Parts): Formally known as QC

- One (1) annual Preventive Maintenance (Major) Labor / PM
- Four (4) quarterly Preventive Inspections (Minor) Labor / PI

<sup>1</sup> Four (4) preventive events annually. During 1 event, the Major and one (1) Minor inspection will be completed at the same time.

# **SERVICE AGREEMENT MODULES - DETAILS**

#### PREVENTIVE MAINTENANCE (MAJOR) LABOR / PM:

Getinge USA, Inc. will perform one (1) Scheduled Maintenance activity completed annually. This maintenance will be performed by or under the supervision of Getinge trained and certified technicians. Getinge will rebuild or replace any Scheduled Maintenance designation part that has failed due to wear and tear or which requires replacement outlined by the OEM Service Manual. Each Scheduled Maintenance will be performed in accordance with established procedures and shall include PI inspection of all equipment. All labor required accomplishing the Scheduled Maintenance, adjustments, lubrication, installation or rebuild of replacement parts and testing is included.

## PREVENTIVE INSPECTION (MINOR) LABOR / PI:

Getinge USA, Inc. will include all labor to perform one (1) Preventive Inspection in accordance with established procedures at intervals outlined in the attached proposals. This maintenance will be performed by or under the supervision of Getinge trained and certified technicians as required by the OEM Service Manual. A detailed inspection of the overall equipment functionality during standby as well as during operation will be accomplished. Any defects will be documented and reported to the equipment owners via a Service Call Report.

Quotation no.: QC85590-17 Date: 4/12/2017

Page 3 of 6



#### 1. PARTS-TYPE A:

- a. Only OEM Parts provided by Getinge USA, Inc. will be used to perform Scheduled Maintenance activities as outlined in the OEM manuals. These parts will be replaced by or under the supervision of Getinge trained and certified technicians and documented on a Service Call Report.
- b. **EXCLUSIONS:** Parts listed under the category of Type B, Type C and Type D are not included unless outlined specifically in the attached proposal.

### 2. PARTS-TYPE B:

- a. Only OEM Parts provided by Getinge USA, Inc. will be used to make repairs while performing Unscheduled Maintenance (i.e. "Call Backs", "Break-Fix") activities. These parts will be replaced by or under the supervision of Getinge trained and certified technicians and documented on a Service Call Report.
- b. **EXCLUSIONS:** Parts listed under the categories of Type A, Type C and Type D are not included unless outlined specifically in the attached proposal.

#### 3. PARTS - TYPE C:

- a. Only OEM Parts provided by Getinge USA, Inc. will be used to make repairs while performing Unscheduled Maintenance (i.e. "Call Backs", "Break-Fix") activities. Components in this category are as follows: Control Components (such as CPU Boards, Control Boards, Output Cards, Displays, etc.), Pump 1 HP and greater (Vacuum, Circulating, Booster, etc.), air compressors, blower assemblies, sonic generators, heat exchangers, or heater coils (including steam or electric). These parts will be replaced by or under the supervision of Getinge trained and certified technicians and documented on a Service Call Report.
- EXCLUSIONS: Parts listed under the categories of Type A, Type B and Type D are not included unless outlined specifically in the attached proposal.

### 4. PARTS - TYPE D:

- a. Only OEM Parts provided by Getinge USA, Inc. will be used to make repairs while performing Unscheduled Maintenance (i.e. "Call Backs", "Break-Fix") activities that are considered "Expendable". Parts may include but not limited to; Door Gaskets, HEPA Filter, Load Probes, Effluent Filter, In-Stu Filters. These parts will be replaced by or under the supervision of Getinge trained and certified technicians and documented on a Service Call Report.
- b. **EXCLUSIONS:** Parts listed under the categories of Type A, Type B and Type C are not included unless outlined specifically in the attached proposal.

Quotation no.:

QC85590-17

Date:

4/12/2017

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# **GENERAL**

**GENERAL EXCLUSIONS:** This agreement does not include welding or modification to A.S.M.E. coded vessels, door plates (including glass doors), renovation of equipment (including Modernization Packages) or repair of damages caused by acts of God. This agreement does not include Consumable parts or products (unless specified in the special section of this contract), e.g. detergents, sterilizer monitors, etc. This Agreement does not include any labor or material for service lines and fittings, equipment not set forth on this proposal or operating problems related to environmental conditions, e.g. electrical, steam, water, air, and/or ventilation that do not comply with equipment specifications. This also refers to any fault condition found by Getinge USA, Inc. technicians as a result of improper operation of the equipment by operating personnel. Repairs necessary as the result of neglect of improper operation of the equipment by the customer of its employees or agents are not included. This Agreement does not include chamber cleanings or routine daily, weekly or monthly user maintenance recommended in the Operator's or Owner's Manuals for the indicated equipment. Such routine maintenance shall be considered the responsibility of the customer. Repair of equipment necessary because of customer failure to perform such routine maintenance is likewise not covered by this agreement. This agreement does not include software, software upgrades, control upgrades, door rebuilds, replacement generators, sonic transducers, non-pressure vessel welding repairs, water tanks and reservoirs. This agreement does not include repairs to the basic structure components of the equipment such as vessel / chamber, frame, stand, door or door plate.

<u>WARRANTY EXTENSION</u>: The acceptance of this Agreement by Getinge USA, Inc. does not extend liabilities which it would not normally otherwise assume, and particularly carries no representation or warranty, expressed or implied. Notwithstanding any provisions of this Agreement, Getinge USA, Inc. will not be responsible for any incidental or consequential damages of customer in the event of nonperformance by Getinge USA, Inc. hereunder.

<u>FEE</u>: The annual fee for service under this Agreement shall be the amount set forth below, and shall be payable either quarterly, annually or as indicated. <u>PAYMENT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE</u>. Getinge USA, Inc. has the option to immediately cancel of suspend services of this Agreement if payment is not received within 30 days of date of invoice. The fee for this Agreement shall be subject to an annual review and can be amended by Getinge USA, Inc., based on the prevailing cost of labor at the time of review.

**EFFECTIVE DATE:** The Agreement shall become effective on the date it is approved by Getinge USA, Inc.

Quotation no.:

QC85590-17

Date:

4/12/2017

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**ENTIRE AGREEMENT:** The entire Agreement between Getinge USA, Inc. and customer and may not be amended or modified except in writing signed by Getinge USA, Inc. and customer.

**EQUAL OPPORTUNITY CLAUSE:** Getinge USA, Inc. complies with the equal opportunity, affirmative action, and employee notice requirements specified in the Equal Opportunity Clauses at CFR 60-1/4, 41 CFR 60-250.5(a), 41 CFR 60-300.5(a), and 41 CFR 60-641.5(a) and the Employee Notice Clause at 29 CFR 471 Appendix AQ to Subpart A, where applicable.

**Normal Work Hours** – This Agreement specified equipment maintenance be performed during normal work hours – 8AM through 5PM, Monday through Friday. Work performed on equipment listed above outside the scope of the contract will be billed at the preferred labor rate.

After Hours – Work performed after 5PM through 8AM, Monday through Saturday, (excluding national holidays) will be billed at 1.5 times the preferred labor rate at a minimum of 4 hours, portal to portal.

**Emergency After Hours** – Emergency after hours work performed on a Sunday or national holiday will be billed at 2 times the preferred labor rate at a minimum of 4 hours portal to portal.

Non Contract related repairs – Work performed on equipment *not* listed above will be billed at the prevailing labor rate. In the case of after-hours or emergency after hours repairs, multipliers (times factors) as detailed in the aforementioned paragraphs shall apply.

All services are subject to current fuel surcharge rates

Quotation no.: QC85590-17 Date: 4/12/2017

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