

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

## Request for REGNUMBER Quotation

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DNR209129

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER 304-558-2316

RFQ COPY TYPE NAME/ADDRESS HERE
MOORE WOLLAGE NORTH PLURICA
101 CORRIGHE WAY STE 307
HURRICAL, WV 25526

DIVISION OF NATURAL RESOURCES SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS

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- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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## 2009-10 West Virginia Hunting and Fishing Regulations (DNR 209129) SPECIFICATIONS

This is a request for quotation to print, deliver, and mail the 2009-10 West Virginia Hunting Regulations and 2010 Fishing Regulations to authorized agents across the State of West Virginia.

Division of Natural Resources (DNR) will furnish the successful vendor with a PC-formatted computerized file of the publication in Adobe InDesign CS3 software (either on CD or files can be uploaded to vendor FTP site). All necessary fonts and artwork will be included. A low resolution color mockup will accompany computer files.

Vendor is responsible for accurate platform conversion of files if needed. Files provided to vendor by June 8, 2009 for hunting regulations; by November 6, 2009 for fishing regulations.

## Description:

2009-10 West Virginia Hunting Regulations

• A booklet containing 40 pages (including self cover). Collated, folded, saddle-stitched or glue-bound, 8-3/8" by 10-7/8" trimmed size.

2010 West Virginia Fishing Regulations

• A booklet containing 24 pages (including self cover). Collated, folded, saddle-stitched or glue-bound, 8-3/8" by 10-7/8" trimmed size.

Paper:			
30# or 35# recycled	newsprint or highe	r quality house substitute	;
Specify substitute:	37 # 740PPI	Reycled Newsprint	

#### Artwork:

All photos and four-color illustrations provided in high-resolution digital files.

**Printing:** 

Front and back cover is four-color process. Other pages are two-color (black ink plus one PMS color).

**Proofs:** 

Three composite, hard copy laser proofs (intermediate proof) of booklet (folded to size), and one color-match, chromalin or equivalent proof of covers must be supplied to Division of Natural Resources within five working days of receipt of electronic files from Division of Natural Resources. Vendor must await approval of proofs from Division of Natural Resources before initiation of final print job.

Packaging:

Booklets should be bundled and tied in two directions in groups of 50, turned every 25; approximately 200 per box for hunting, approximately 350 per box for fishing. Box base dimensions must 11-1/4" by 9-1/2". Each box dimension may vary ¼". Boxes should be labeled WV 2009-10 Hunting Regulations or WV 2010 Fishing Regulations and the quantity within. Booklets must be packed tightly in boxes and stuffed with filler if necessary so that boxes will sustain weight of boxes stacked on top. Pallets must be shrink-wrapped and stacked evenly so that they can be double stacked for months without the boxes breaking. Wooden pallets required.

Shipping:

**Hunting Regulations** 

Vendor will ship three boxes of hunting regulations to approximately 62 agents and one box to approximately 302 additional agents throughout West Virginia by July 10, 2009. Remaining boxes of regulations will be delivered by July 24, 2009 to WV Division of Tourism mailroom, 90 MacCorkle Ave., SW, South Charleston, WV 25303 (directions provided at time of delivery). Fishing Regulations

Vendor will ship two boxes of fishing regulations to approximately 62 agents and one box to approximately 302 additional agents throughout West Virginia by December 4, 2009. Remaining fishing regulations will be delivered to WV Division of Tourism mailroom (address above) by December 18, 2009.

Boxes must be shipped directly from location of printing to license agents via UPS or FedEx. Zip codes for license agents are available from spending unit. Spending unit will supply addresses of license agents electronically as an Excel file.

ALL SHIPPING COSTS TO BE INCLUDED IN CONTRACT PRICE. THIS INCLUDES COSTS OF SHIPPING PROOFS TO DIVISION OF NATURAL RESOURCES.

Delivery:

WV Division of Tourism mailroom has loading dock at storage level. Pallets will be unloaded from truck with fork lift by agency staff. Vendor must notify spending unit of delivery date at least two working days in advance by calling Charleston office at 304-558-2771. WV Division of Tourism accepts deliveries between hours of 8 a.m. and 3:30 p.m.

SAMPLES OF SIMILAR PUBLICATIONS PRINTED BY VENDOR SHOULD BE SUPPLIED WITH BID PACKAGE OR UPON REQUEST.

### DNR #209129 WEST VIRGINIA HUNTING & FISHING REGULATIONS

Provide a bid on all requests. Bid package must include costs of printing, binding, boxing, mailing, and shipping all regulations. Contract to print and ship both publications will be awarded to a single vendor.

Description:

West Virginia 2009-10 Hunting Regulations

Order Quantity

Number of pages

Price per 1000

350,000

40 pages

\$/72.49/M X 350 = \$60 371.50

Cost for additional four (4) pages per booklet added to original document (making it a 44-page document) (SEE Arrached Letren)

\$/85.24/m X 350 = \$64 834.00

Total for 44-page Hunting Regulations

\$64 834.00

West Virginia 2010 Fishing Regulations

Order Quantity

Number of pages

Price per 1000

275,000

24 pages

\$/34.17/n X 275 = \$36,896.75

Cost of additional four (4) pages per booklet added to original document (making it a 28-page document) (SEE ATLACHOR Letter )

\$/44.98/m x 275 = \$ 39 869.50

Total for 28-page Fishing Regulations

\$ 39 869.50

Contract will be awarded based on combined total bid for printing both hunting and fishing regulations.

TOTAL BID \$ 104 703.50

VENDOR/BIDDER INFORMATION

VENDOR: Moder Wolfsch
Signature: Leel & Ros

Date: 4/14/09



101 Carriage Way, Ste. 307Hurricane, WV 25526T: 304.757.6673 F: 304.757.6295

April 14, 2009

WV Dept. of Administration Purchasing Division Attn. Mr. Frank Whittaker RFO DNR209129

Dear Mr. Whittaker,

Moore Wallace and our parent Company, RR Donnelley, has been in business for over 144 years, and we are the largest Commercial Printer in the Country. Samples of similar jobs to this RFQ are available upon request from the Agency.

### Explanation of pricing for additional pages for the Hunting and Fishing Regulations

Cost for additional four pages per booklet for Hunting regulations (making 44 page booklet)

Due to the press equipment that we've chosen for efficiency to run this job, we've quoted the price for additional eight pages making it a 48 page booklet. Agency has the option of binding the 4 extra blank pages, or we will provide a full 8 pages of text if they desire. Making a 48 page booklet.

For the Fishing Regulations, Cost for additional four pages is requested (making it a 28 page booklet) For the same reason above, we will provide a 32 page booklet due to our press configuration outlined above. Same option for blank or 8 pages of text additional is making it a 32 page booklet. The pricing on page 5 of the RFQ for the additional pages reflects what I've explained here.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Michael J. Ross

Senior Account Representative

Government Services

## STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

#### **VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

#### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

#### **ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### **CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Moour Walkyte, 1	Vorsa Mexico
Authorized Signature:	Rus Date: 4/14/69
Purchasing Affidavit (Revised 07/01/08)	

#### WV-96 Rev. 10/07

#### AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. **DISPUTES** Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

#### ACCEPTED BY:

STATE OF WEST VIRGINIA	VENDUR
Spending Unit:	Company Name: Money Wolfork North Murice
Signed:	Signed: Which The
Title:	Title: Sevier Decount Representative
Date:	Date: 4/14/09



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101 CARRIAGE WAY	Ste 307
Hurricane, WV à	25526
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21 COUNTRY MARKEI INC			1
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A CORNER MART		\\ \\	7007
A F FOLIGHT STORE	ET	^^	26143
Anking Office STOP INC.		WV	25501
TASIA IN	CITY		26159
ATHA CREEK TRIEF VALLE	EK		25003
ANACOICAN HOM & I RR	WIT HOPE	) AN	25880
ADDALACHUN SDORTS	NO		24954
ALMAN BESERVEL	FAIRMONT	\ \	26554
A DI INCTONI MINILMADET	<u>=</u>	AW.	26234
ATTEND OF THE DADK	NO		26201
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D & D LOAIN & SECTOT SHOP		>M	26241
D & J LAVIN & C.	LOGAN	28	25601
BAISDEN BROTHERS			25601
BAKEB ROCKS OHICK STOP	MOOREFIELD		26836
PANING INC.	HICO	) AMA	25854
RANDVS INC	1100	) //	25854
PAROLIS COLINTY OF FRK	PHI IPPI		26416
IRAPKERS HDWF INC	DANVILLE	WV	25053
PARN STORE	RONCEVERTE	<u> </u>	24970
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	LAVALETTE	>>>	25535
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BENCHMARK CONFER. CENTER.	ROANOKE	AV.	2644
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BIG G TROPPHY	NEWELL	MV	2605(
RII IS PIACE	MIL CREEK	>	26280
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RI LIESTONE STATE PARK	HINTON	\ \ \	2595
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RIFEALO EXXON	BUFFALO	۸۸	25023
RYPINSTER HOME	DANVILE	۸۸۸	25052
C & W DISCOINT	STOLLINGS	\ <u>\</u>	25646
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	TLIN O DOV	SYLVESTER	\ <u>M</u>	25193
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	E PAINTING	MOUNDSVILLE	NA.	26041
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E MARIS HOME	A TAN ENOVACION	, , ,	00700
M & M GIN AND TACKLE		^^	70400
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MODELL DENIN OF DADK	CAIRO	<u> </u>	2633
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O VOIVILLE & SON	WHEELING	<u>۸</u> ۸۸	26003
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PENIET SIONE STATEMENT OF THE STATEMENT	WARDENSVLE	NW.	26851
PERRY GEN SIOKE	MASON	<b>7</b> /M.	25260
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	THICK LIMITS, A B A PLICE OF	MOIS THE	>	2007
April 10 to	PIONEER WARNE I	PIPESTEM	WV	25979
the designation of the designati	FIFESTERM CONTROL OF THE FAIRT	ST MARYS	NW.	26170
***************************************	PERSONN O COCINI OLERA	MARLINTON	\M\	24954
	POORTON I AG COUNT OF THE PROPERTY OF THE PROP	RDGELY	AM.	26753
	PRESTON COLINTY OF ERK	KINGWOOD	/M/	26537
	DRICETOWN STOP & SHOP	WESTON	\M\	26452
the state of the s	PITNAM COINTY CIFRK	WINFIELD	۸M.	25213
The second secon	DIALTY HOME COMFORT	GRAFTON	\M\	26354
	R&NSIPPIX	BLUEFIELD	۸۸۸	24701
	R T SPORTING INC	CRAIGSVILLE	WV	
	R&M GIN SALES & MTN VIDEO	ROCK CAVE	\M\	26234
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	RT. 12 GRAB & GO MARKET INC.	BALLARD	λΛΛ Α	24918
	RYDERS CHEVRON RESTAURANT	ARBOVALE	200	24915
	S&S FOOD MART	POINT PLEASANT	\ <u>\</u>	25550
	SAYRE'S STORE	SELBYVILLE	<u>~</u>	26236
	FOREST	DUNMORE	2	24934
	SERESTEW INC.DBA MARATHON FOOD	NEW HAVEN	<u> </u>	25265
	SHAFFR'S SIDFR STOP	CLENDENIN	200	25045
and the same that the same of the same	SHAFFERS SLIPPLY & GROCERY	MEADOW BRIDGE	۸۸	.25976
***************************************	SHANGHAI GROCERY	HEDGESVILLE	۸۸	25427
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A COLUMN TO THE PARTY OF THE PA	SIMMONS COUNTRY CORNER	COXS MILLS	۸۸۸	26342
	SKIDMORE'S TRUCK STOP	NOLLION	2	26601
verseend annual had absent and advertised about	SMITH MARINE SERVICE	LAVELLETTE	<u> </u>	25535
e produce de l'allemant de	SMOKE HOLE CAVERNS	SENECA RCKS	2	26884
A STATE OF THE PERSONS ASSESSED ASSESSE	SOUTH BRANCH BAIT & TACKLE	SPRINGFIELD	200	26723
to ded commenter and the second behaviored by	SOUTH BRANCH GUNS	ROMNEY	200	26757
	SOUTH PRESTON JIFFY MART	NEWBURG	\M\	26410
the second at th	SPENCER'S MARKET	SIMPSON	2	26435
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6	SI. MARTS SPURING GOODS	クーとできっつ	A	5 2 2 2
	STATLERS COUNTRY STORE	CORE	ΛM	26529
A. 1 pers 70	STATTS MILLS TRADING COMPANY	STATTS MILLS	2W	25279
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home.	STOUTS BAIT SHOP	WESTON	AW.	26452
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	SUTTON FEED	SUTTON	WV	26601
	SUTTON GENERAL STORE	And the effective contraction of the effectiv		
(upperatu	TAYLOR COUNTY CLERK	GRAFTON	AV.	26354
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		SCOTT DEPOT	236	25560
	TGS SPORTING GOODS/FLINTLOCKS	KINGWOOD	/M/	26537
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	THE OTHER STORE	ELK GARDEN	۸۸۸	26717
	THE OUTDOOR MAN (PIC N GO)	BECKLEY	۸۸	25802
	THE STORE	FAYETTEVILLE	WV	25840
	THE TRADING POST	MARMET	<u>/</u>	25315
	THOMPSON'S MOTEL INC.	FRANKLIN	<b>//</b>	26807
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-	TODDS SPORTING GOODS	MINERAL WELLS	200	26150
	TOMAHAWK VLY GROCERY	HEDGESVILLE	<b>///</b>	25427
		N MANCHSTER	١M٨	26056
	TOWN & COUNTRY HDWE, INC.	SALEM	\ \	26426
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To the second se	TRENTS GENERAL STORE LLC	BARTOW	>>	24915
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	U S FISH & WILDLIFE	SHEPHERDSTOWN	\M\	25443
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	UNCLE SAM'S LOANS	MAN	۸۸.	25635
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	YOUNGS GROCERY		SPRINGS	<u>۸</u>	24986
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