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England

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Development Management & Monitoring Framework (2021-2025)

Further Competition Invitation to Tender (Stage 1 Under FTS Threshold)

Procurement & Appointment of a Compliance & Monitoring
Inspector at Tutbury Road South, Burton upon Trent

Issue Date: 27/05/2022

ProContract Identification Number: DN614159

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Introduction

The purpose of this Further Competition Invitation to Tender (ITT) is to award the call-off contract for the above commission.

We ask you to respond to the questions detailed in Part 2, Section 6 (Evaluation Criteria) using the [Response Form](#) and to return the Response Form and Resource and Pricing Schedule in Part 3 with your tender.

This Further Competition ITT is divided into 3 parts:

Part 1 – Commission Requirement

- Details the commission requirements.
- Details additional terms and conditions for the Further Competition. The successful Supplier will be subject to both the terms and conditions of this Further Competition and the Framework Contract. Unless otherwise defined in these instructions, terms used shall have the meaning given to them in the Framework Contract.

Part 2 – Instructions for Submitting a Response

- Contains important information and instructions on preparing and submitting a tender response. Please read these instructions carefully prior to submitting your tender response.
- Outlines the evaluation criteria which will be used for assessment. It is important that Suppliers familiarise themselves with the criteria and ensure they are considered when compiling their tender response.

Part 3 – Standard Forms

- Contains the standard forms required to be completed and returned by the Supplier when submitting a tender response.

Part 1 - Commission Requirements

1. Commission Background

Homes England acquired circa 20 hectares of greenfield land at Tutbury Road in Burton upon Trent in 2020 with a view to re-risking the site and securing its development for circa 500 homes, a care home, a local centre and associated infrastructure. Homes England submitted a planning application (ref P/2021/00868) in June 2021.

Homes England marketed the first phase (Tutbury Road South) in 2021 and entered into a conditional contract (Agreement for Lease) in March 2022 with BDW Trading Limited to deliver 300 homes, a care home, a spine road and associated infrastructure. The development also includes a 50 home Future Homes Standard (FHS) pilot project.



Homes England generally disposes of its landholdings by way of a residential Building Lease (typically 125 years) that contains provisions obliging the selected developer to deliver an agreed minimum number of new homes at an accelerated rate. There are other obligations in the Building Lease such as incorporating Modern Methods of Construction (MMC), adopting Building for a Healthy Life design standards and maintaining health & safety construction standards.

Homes England seeks to challenge and incentivise developers with accelerating the pace at which housing is developed on our sites.

Following the identification of our preferred development partner we are seeking to appoint a Compliance Inspector (CI) for the project from the Development Management and Monitoring Surveyor Framework, to support

Homes England in administering the delivery obligations contained within the Building Lease. The appointment will be made to coincide with the Building Lease being granted, which is expected in March 2023.

The red line boundary for the site can be seen on the Site Plan in Annex 1 which also shows the other parcels of land within Homes England's ownership.

2. Objectives

As a Condition Precedent of the Agreement for Lease Homes England must procure a suitably qualified Compliance Inspector to deliver the Scope of Services set out in Section 3 and oversee the delivery of the developers' duties set out below,

- Comply with and otherwise discharge all relevant outline planning conditions associated with the Tutbury Road South scheme.
- Meet the S106 obligations relevant to Tutbury Road South.
- Meet Homes England's requirements in respect of:
 - The minimum build-out pace.
 - The minimum MMC specification score.
 - The delivery of the identified homes to the notional Future Homes Standards
- Comply with East Staffordshire Borough Council's affordable housing planning policy.
- Upon draw down of the Building Lease, coordinate effective management of the site and discharge all statutory health and safety duties.
- Arrange the delivery and management of all construction activities across the site in compliance with the terms of the planning approval.
- Secure all appropriate accreditations (NHBC, etc...) for completed dwellings such as to ensure they are insurable / mortgageable.
- Manage all marketing and sales of dwellings across the site.
- Carry out snagging activities and provide all appropriate maintenance and aftercare services to buyers.
- Agree and complete adoption agreements with the local authority in respect of roads associated with the development and with the local authority
- Comply with any duties / services required of the developer under the terms of the warranty agreements provided to buyers.
- Otherwise comply with any and all obligations set out within the Agreement to Lease and Building Lease.
- Comply with the requirements of the site wide management company arrangements (which are to be agreed between Homes England and the Developer prior to completion of the Building Lease) and transfer an agreed area of land to the agreed management organisation
- The developer will contribute to an empirical study commissioned by the Agency for the Future Homes Standard trial.

3. The Services

The Compliance Inspector Scope of Services is attached as Annex 2.

Duty 1: Pre-Start on Site Meeting

Homes England, the Developer and the Compliance Inspector will meet (pre-start on site) to agree:

- The scope of information that the Developer/Homes England must provide to the Compliance Inspector to support the performing of their duties, which as a minimum will include:
 - copies of the Approved Plans and Tender Form 5 (Building for a Healthy Life)
 - the Agreement for Lease and Building Lease
 - s106 Agreements relevant to Tutbury Road South
 - Approved Plans
- The timing and frequency as to when this information will be provided
- Arrangements for the Compliance Inspector to access the site for monitoring/ inspection purposes
- The timings for when the Compliance Inspector will circulate their Monthly Monitoring reports

Duty 2: Start on Site Monitoring Report

The Compliance Inspector will prepare and circulate a 'Start on Site Monitoring Report', that will confirm:

- All pre-start Planning Conditions have been discharged
- The date on which Start on Site was achieved (and from which the Construction Related Deadlines will be measured)
- That the Developer has satisfied all conditions precedent imposed on them under the Agreement for Lease and Building Lease prior to Start on Site

Duty 3: Monthly Monitoring Reports

The Compliance Inspector will:

- (1) prepare and circulate Monthly Monitoring Reports throughout the full duration of the project, and
- (2) conduct Monthly on-site inspections until Completion of all External Works.

Each Monthly report will cover the following themes:

- Confirm and record achievement of the various Construction Related Deadlines as they occur, and monitor the Developer's performance against these deadlines and confirm that they are within the contractual tolerances
- The Developer's performance in adhering to the contracted 'Approved Plans'

- The Developer's performance in adhering to the contracted MMC build specification as described in Tender Form 4 attached at Annex 6, to be delivered across all dwellings to be developed under the Reserved Matters planning permission.
- The Developer's performance in adhering to the contracted agreed Notional Future Homes build specification as described in Annex 4, to be delivered across all 50 homes which form part of the FHS pilot.
- The Developer's build out and sales performance – specifically recording the number of:
 - Plots under construction at that point
 - Plots actively being marketed at that point
 - Plots completed (having secured CML and NHBC (or similar) sign off) (distinguishing between market and affordable homes) and sold
 - Plots completed (having secured CML and NHBC (or similar) sign off) and remaining un-sold at that point
 - Plots which fit the Building Lease definition of 'standing stock'
- These figures are to be expressed both as 'in month' figures and cumulative figures over the whole of the project.
- Confirmation of the number of plots that have been physically occupied prior to their freehold transfer by Homes England (ie verifying the residents have not been given unauthorised access via lease/ license etc.)
- The Developer's progress in terms of making applications to/ completing agreements with statutory bodies (i.e. s38 agreements, s104 agreements, s278 agreements, etc.)
- The Developer's progress in undertaking other site specific works listed above;
- Confirmation that all completed plots are accessible and are fully serviced with utilities;
- The Developer's general adherence to their covenants under the Building Lease.

Duty 4: Final Completion Certificate and Report

The House Build Completion Date will be determined from the date on which the Developer issues to the Compliance Inspector and Homes England the NHBC Certificates (or similar) for the final two dwellings in the scheme.

Upon receipt of these documents (NHBC Certificates or similar), the Compliance Inspector will have three working days to:

1. Issue details to Homes England/the Developer of the level of overage (if any) that is payable to Homes England.
This will involve the Compliance Inspector:
 - Determining the sum of money that is subject to overage sharing
 - Identifying the share of overage that is due to each party according to the Actual House Build Construction period versus the Target House Build Construction period
 - Accounting for any 'deductions' that should be netted from the Developer's share of overage – which have arisen from breaches committed by the Developer that have not been remedied.
2. Review and confirm the accuracy of the red line transfer plan.

This will involve the Compliance Inspector reviewing the overall site boundary against the parcels of land in the development already sold – and determining if the residual land left over corresponds to the transfer plan produced by Homes England.

3. The Final Completion Certificate will be issued by the Compliance Inspector once they are satisfied with the following:
 - That NHBC Certificates (or similar) have been issued for every dwelling across the scheme
 - That the scheme has been delivered in accordance with the Approved Plans
 - That the scheme has been delivered in accordance with the agreed MMC specification
 - That the Developer has completed adoption agreements in respect of the s.38 and s.104 works and that all plots across the development are accessible and serviced
 - That the Developer has completed the Site-Specific Works in accordance with the s278 Agreement as evidenced by the highway authority
 - That the Developer has generally complied with their obligations under the Building Lease

On receipt of this information, Homes England / the Developer will have a defined period of time to either accept or else challenge the conclusions of the Compliance Inspector regarding these points.

It is a mandatory requirement of the commission that reporting services are provided in compliance with the Royal Institution of Chartered Surveyors (RICS) professional guidance note, 'UK – Lender's independent monitoring surveyors, 1st Edition'.

4. Indicative Programme

Suppliers should note the indicative programme dates when preparing their Programme information in the Response Form.

Key Delivery Milestones	Anticipated Date
Commencement Date	April/May 2023
Monthly Inspections and Reports Inspections	May 2023 – August 2028

5. Management

- **Poor Performance Meeting**

These meetings will hopefully not be required. However, if poor performance is repeated following escalation to the Supplier's Key Personnel to resolve the issue, as required in the Framework Management Schedule of the Framework Contract, the Framework Manager must be notified and Homes England may call for a Poor Performance Meeting. Beforehand, Homes England will present areas of concern so that the Supplier and Homes England can discuss what happened and why, what will be done to prevent it happening again and how matters will improve. The Supplier subject to such a meeting would be expected to outline in writing in a Rectification Plan

afterwards what improvements/modifications they will be putting in place. There will be a maximum of two Poor Performance Meetings before termination of the commission.

6. Risks

The instruction remains conditional upon the successful completion of the Building Lease for the development of the site. It is expected that the conditions precedent can be discharged by April/ May 2023, which is when the instruction will commence.

7. Payment

On the Tendered Fee Schedule (Annex 7) bidders should provide a breakdown of costs associated with the key outputs for the commission – as summarised below:

Compliance Inspector - Outputs	Requirements
Start on Site Monitoring Report	1 report (inclusive of Pre-Start on site Meeting)
Monthly Monitoring Reports Monthly Inspections	64 reports (based on 64 months in the agreed build programme from Start on Site to Completion of Last Sale.) Provision of Future Homes Certificates on completion of each of the 50 FHS pilot plots.
Final Completion Certificate and Report	(1) To confirm that <ul style="list-style-type: none"> • All dwellings have NHBC certification • Care Homes has been completed and certified • The whole development has been completed in accordance with the Approved Plans and Performance criteria, • All s38, s278 and s104 Agreements have been completed and roads and services adopted, • All common areas and remainder land have been transferred to the Developer or a ManCo. (2) To consider and calculate the sum and appropriate share of any Overage that is due to each party having regard to Developer performance against delivery targets and to calculate any deductions to be netted off for breaches that have not been remedied.
Scheme Total (exc VAT)	
VAT	
Total Fixed Fee (inc VAT)	

Based on the commission requirements (above), consultants are invited to complete the Fee Schedule provided at Annex 7 and return this completed schedule alongside their tender response.

Homes England reserves the right to reduce the frequency of the site inspections with the overall fee adjusted accordingly.

Other Requirements

8. Collateral Warranty

Homes England will procure the Compliance Inspector from the Development Monitoring Framework (2021-25). Although payments/ costs of the Compliance Inspector will be met by Homes England, the CI will provide a Collateral Warranty to the Developer in the form attached as Annex 3 (Sch 13 of the Framework Agreement).

9. Limitation of Liability

Bidders must explicitly clarify within their tenders the following mandatory points:

1. They have the following levels of insurance cover:
 - Public Liability - £2,000,000.00
 - Employers Liability - £10,000,000.00
 - Professional Indemnity - £5,000,000.00.
2. That all reporting will be carried out in accordance with the RICS professional guidance note, 'UK – Lender's independent monitoring surveyors, 1st Edition'.

10. Termination

Should performance during the period of this appointment prove unsatisfactory following the Poor Performance meeting provisions set out in the Management section above, Homes England will exercise its right under the Termination and Suspension of the Contract clause in the Framework Contract to give notice to terminate the arrangement with immediate effect.

If the services are no longer required, for whatever reason, then Homes England reserves the right to terminate the appointment and pay for services completed at that point.

11. Conflict of Interest

Homes England will exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform Homes England, detailing the conflict in a separate Appendix.

12. Confidentiality

This Further Competition ITT and associated information is confidential and shall not be disclosed to any third party without the prior written consent of Homes England. Copyright in this Further Competition ITT is vested in Homes England and may not be reproduced, copied or stored on any medium without Homes England's prior written consent.

Suppliers shall not undertake, cause or permit to be undertaken at any time any publicity in respect of this Further Competition process in any media without the prior written consent of Homes England.

Part 2 - Instructions for Submitting a Response

1. General

- 1.1 The Further Competition deadline is **13:00 on 29/06/2022** and tender responses **must** be submitted on ProContract. Please regularly check ProContract for any amendments to the Further Competition deadline. For all ProContract portal issues please contact ProContractSuppliers@proactis.com.
- 1.2 Suppliers **must** ensure that suitable provision is made to ensure that the submission is made on time. Any tender responses received after the Further Competition deadline shall not be opened or considered unless Homes England, exercising its absolute discretion, considers it reasonable to do so. Homes England, may, however, at its own absolute discretion extend the Further Competition deadline and shall notify all Suppliers of any change via ProContract.
- 1.3 **Please note all communications during the tender period will be via the ProContract website. All Suppliers that have registered their interest for the Procurement will receive a direct email notification from ProContract on any updates via the Suppliers registered email address. No approach of any kind should be made to any other person within, or associated with, Homes England. It is the Suppliers responsibility to check the ProContract website for any updates to the Procurement process. No claim on the grounds of lack of knowledge of the above mentioned item will be entertained.**
- 1.4 The Supplier should check the Further Competition ITT for obvious errors and missing information. Should any such errors or omissions be discovered the Supplier must send a message via the messaging function on ProContract. No alteration may be made to any of the documents attached thereto without the written authorisation of Homes England. If any alterations are made, or if these instructions are not fully complied with, the tender response may be rejected.
- 1.5 All clarification requests must be sent using ProContract no later than 5 working days before the Further Competition deadline shown on ProContract. Any queries submitted after this may not be answered. Homes England will respond to clarifications as soon as practicable.
- 1.6 Suppliers should specify in their clarification questions if they wish the clarification to be considered as confidential between themselves and Homes England. Homes England will consider any such request and will either respond on a confidential basis or give the Supplier the right to withdraw the clarification question. If the Supplier does not elect to withdraw the question and Homes England considers any clarification question to be of material significance, both the question and the answer will be communicated, in a suitably anonymous form, to all prospective Suppliers who have responded. If Suppliers consider that page limits set

out in Section 20 (Evaluation Criteria) are insufficient to provide the information required by the question then a clarification request should be raised. No guarantee can be given that the page limit will be increased.

1.7 Tender responses must not be accompanied by statements that could be construed as rendering the tender response equivocal and/or placing it on a different footing from other Suppliers. Only tender responses submitted without qualification strictly in accordance with the Further Competition ITT (or subsequently amended by Homes England) will be accepted for consideration. Homes England's decision on whether or not a tender response is acceptable will be final.

1.8 Tender responses must be written in English.

1.9 Under no circumstances shall Homes England incur any liability in respect of this Further Competition or any supporting documentation. Homes England will not reimburse the costs incurred by Suppliers in connection with the preparation and submission of their tender response to this Further Competition.

1.10 Homes England reserves the right to cancel this Further Competition process at any time.

2. Quality

2.1 A Response Form template has been provided in Part 2 to respond to the Quality questions detailed in Section 20 (Evaluation Criteria). The Response Form must be **completed and returned** as part of the tender response.

2.2 Suppliers must provide information on proposed staff in the Response Form and Resource and Pricing Schedule provided in Part 2. If the Supplier is a consortium or intends to sub-contract the Services, in whole or in part, then it should specify precisely in the Resource and Pricing Schedule which economic operator shall perform the Services (or parts thereof).

3. Pricing

3.1 A Resource and Pricing schedule (Annex 7) has been provided with this Further Competition ITT which must be completed and returned as part of the tender response.

3.2 The pricing approach for this Further Competition is:

- lump sum fixed fee

3.3 The list of activities in the Resource and Pricing Schedule is not exhaustive and there may be additional

duties/services required that will emerge as work is undertaken. This commission may be extended on client instruction to cover such matters as arise, based on a time charged fee schedule completed in the tender response. The commission will only be extended if the services relate to the original objective of the overall call off contract.

3.4 Suppliers are reminded that day rates for all individuals must be the agreed Framework Contract rates unless discounted rates are offered and will be used for all of the services.

4 Evaluation

4.1 Tender responses will be evaluated on the basis of the overall most economically advantageous Tender (MEAT) submitted to Homes England. The evaluation criteria (and relative weightings) that Homes England will use to determine the most economically advantageous Tender are set out in Section 20 (Evaluation Criteria) below and the scoring approach is detailed in Section 25 (Worked Example). Scores will be rounded to two decimal places.

4.2 Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.

4.3 Award decisions will be subject to the standstill period if over the EU Services threshold. Unsuccessful Framework Suppliers will be provided with their scores and feedback to explain the award decision

5 Documents to be Returned

Suppliers are expected to provide the following information in response to this Further Competition ITT:

- Completed Response Form
- Completed Resource and Pricing Schedule
- Supporting CV's for staff proposed to undertake this commission (no more than 2 pages each)

6 EVALUATION CRITERIA

Quality will account for 30% of the Overall Score. The following scoring methodology will apply:

5 – Excellent Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.

4 – Good Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.

3 – Acceptable Satisfies the requirement. Demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services.

2 - Minor Reservations Some minor reservations of the Supplier's understanding and proposed methodology, with limited evidence to support the response.

1 – Major Reservations/Non-compliant Major reservations of the Supplier's understanding and proposed methodology, with little or no evidence to support the response.

0 - Unacceptable/Non-compliant Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the understanding or suitable methodology, with little or no evidence to support the response.

PLEASE NOTE:

If your response scores 0 or 1 for any one question your overall submission will be deemed as a fail.

Any text beyond the specified page limits below will be ignored and will not be evaluated.

Homes England will not cross-reference to other answers when assessing quality responses.

Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.

Number	Criteria	Demonstrated by	Weighting
1	<p data-bbox="259 229 618 304">Understanding of Project Requirements</p> <p data-bbox="259 384 618 459">PAGE LIMIT : Maximum 4 A4 pages, 11-point Corbel font</p>	<p data-bbox="651 229 1742 300">Bidders are asked to review the Scope of Services above and set out a brief methodology for delivering the services required under this commission.</p> <p data-bbox="651 336 1211 368">In particular, the methodology should include:</p> <ul data-bbox="703 411 1742 1318" style="list-style-type: none"> <li data-bbox="703 411 1742 480">• A summary of your interpretation of the services and information you believe Homes England requires from this appointment <li data-bbox="703 523 1742 624">• Statement of how you would propose to manage the commission and engage with both Homes England and the Developer to assemble information required to fulfil your reporting requirements <li data-bbox="703 667 1742 799">• Indicate how you would approach the management of construction quality (for example, this is aimed at ensuring there is no dilution in quality between the specification of the scheme ('Approved Plans') and the scheme actually being delivered) <li data-bbox="703 842 1742 943">• Indicate how you would approach monitoring the contractual requirements to deliver specific homes using Modern Methods of Construction within the development. <li data-bbox="703 1002 1742 1102">• Set out how you would approach monitoring the contractual requirements to deliver specific homes to the agreed 'Notional Future Homes Specification' contained in Annex 4. <li data-bbox="703 1145 1742 1214">• Indicate how you would record and report on Construction Related Deadlines as they occur (example template reports can be appended to submissions) <li data-bbox="703 1257 1742 1318">• State how you would aim to manage the requirements to fulfil the Compliance Inspector Duties within the fixed reporting timescales. 	20%

2	<p>Staff and other Resources</p> <p>PAGE LIMIT : Maximum 2 A4 pages, 11-point Corbel font</p>	<p>Bidders are asked to provide a short summary of their experience of carrying out similar commissions citing specific examples which include details of the type of work carried out, details of the value of the commission and the client.</p> <p>Homes England would also like to understand what lessons you might have learned from these past commissions which might add value to this commission, particularly with regard the monitoring of MMC and design quality in accordance with Approved Plans.</p> <p>Bidders are also asked to provide CVs (not included in word limit) for the personnel in your organisation who will work on this commission, details of how the commission will be managed and details of the lead contact in your organisation that Homes England and the Developer will liaise with (including contact details).</p>	10%
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Price will account for **70%** of the Overall Score. The lowest price will gain the maximum marks with other prices expressed as a proportion of the best score using the maths explained in the worked example below.

Criteria	Demonstrated by	Weighting
Price	Completed Resource and Pricing Schedule	70%

7 Worked Example

How your quality scoring will be used to give a weighted score

Bidder	Question	Score out of 5	Weighting	Weighting Multiplier	Weighted Score	Total Weighted Score
Supplier A	1	3	20%	4	12	20
	2	4	10%	2	8	
Supplier B	1	3	20%	4	12	18
	2	3	10%	2	6	
Supplier C	1	1	20%	4	4	Fail
	2	3	10%	2	6	

* in the example above Supplier C's pricing will not be scored

Worked example of how your price will be used to calculate a score

Bidder	Form of Tender price	Lowest price/Supplier's price (as %)	Price Score (out of 70)
Supplier A	350	$350/350 = 100\%$	$100\% * 70 = 70$
Supplier B	700	$350/700 = 50\%$	$50\% * 70 = 35$
Supplier C	250	n/a	n/a

Worked example of Overall Score and Ranking

Bidder	Total Quality Score	Price Score	Total Score	Ranked Position
Supplier A	20	70	90	1
Supplier B	18	35	53	2
Supplier C	n/a	n/a	n/a	n/a

Part 3

3.1 RESPONSE FORM

Framework:	Development Monitoring and Management Framework
Project Title:	Compliance & Monitoring Inspector at Tutbury Road South, Burton upon Trent
ProContract Identification Number:	DN614159
Supplier:	[insert]
Date:	[insert]

To enable Homes England to evaluate your tender, we require Suppliers to respond to the questions below whilst making reference to the evaluation section above.

Please refer to the evaluation section for page limits for each question. Any text beyond this will be ignored and will not be evaluated.

1. Understanding of Project Requirements

2. Staff and other Resources

RESOURCE AND PRICING SCHEDULE

Excel spreadsheet (Annex 7) to be embedded by Supplier in response

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0300 1234 500

gov.uk/homes-england

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