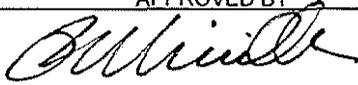


AGENDA ITEM NO.	1 F
COUNCIL MEETING	04/25/13
APPROVED BY	
	
DEPARTMENT DIRECTOR	
	
CITY MANAGER	

April 25, 2013

FROM: PATRICK N. WIEMILLER, Director
Department of Public Utilities

BY: ROBERT N. ANDERSEN, Assistant Director
Department of Public Utilities



- SUBJECT**
1. APPROVE A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, TO DISPENSE WITH THE COMPETITIVE BIDDING REQUIREMENT AND AUTHORIZE THE DIRECTOR OF PUBLIC UTILITIES OR HIS DESIGNEE TO ENTER INTO A SOLE SOURCE CONTRACT FOR MAINTENANCE AND SUPPORT OF EXISTING GLOBAL POSITIONING SYSTEM/AUTOMATED VEHICLE LOCATION EQUIPMENT WITH RADIO SATELLITE INTEGRATORS, INC., AND
 2. AWARD AN AMENDMENT TO AGREEMENT TO RADIO SATELLITE INTEGRATOR'S INC., IN THE AMOUNT OF \$145,044 PER YEAR FOR A FIVE YEAR PERIOD FOR AIR TIME AND MAINTENANCE ON THE GLOBAL POSITIONING SYSTEM/AUTOMATED VEHICLE LOCATION (GPS/AVL) EQUIPMENT IN CITY VEHICLES

RECOMMENDATIONS

Staff recommends the City Council:

1. City Council approve a Resolution to dispense with the competitive bidding requirements and authorize the Director of Public Utilities or his designee to enter into a contract for maintenance and support of the existing global positioning system/automated vehicle location equipment with Radio Satellite Integrators, Inc.
2. Award an amendment to agreement in the amount of \$145,044 per year for a five year period to Radio Satellite Integrators, Inc. for the air time and maintenance of GPS/AVL equipment in City vehicles.

EXECUTIVE SUMMARY

In 2007, the City Council awarded a contract for the installation of global positioning system/automated vehicle location (GPS/AVL) system in City vehicles operated by the Department of Public Utilities and the Development and Resource Management Department. The system has been installed and has been working optimally for the past five years. The original contract is expiring and staff wishes to extend the contract for an additional five years to supply the necessary air time and future maintenance such as replacement modules.

BACKGROUND

On May 1, 2007, Council awarded a contract to install GPS/AVL equipment in 340 City vehicles being used by the Department of Public Utilities and the Development and Resource Management Department's Building and

Code Enforcement Divisions. These modules are used to track the vehicle locations for both the safety of the operators as well as allowing for a quicker response time to situations that need City staff attention.

The May 2007 contract was for the installation of the modules, work station software, server software, training and network air time. The GPS/AVL software uses the City of Fresno's mapping as the background for the GPS, insuring that the mapping will be the most up to date. The contract with Radio Satellite Integrators was for five years and will be lapsing at the end of April 2013.

The new contract with Radio Satellite Integrators is for five years of air time, replacement of equipment in vehicles, installation of new equipment in replaced/new vehicles and upgrading to the new version of the offered service if the Department chooses to do so. If the Department decides to upgrade, a new amendment will be brought before Council.

ENVIRONMENTAL FINDING

None.

FISCAL IMPACT

See attached.

Attachments:
Fiscal Impact Statement
Resolution
Second Amendment to Agreement (with attachments)

FISCAL IMPACT STATEMENT

PROGRAM: various

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$145,044.00</u>	_____
Indirect Cost	<u>-0-</u>	_____
TOTAL COST	<u>\$145,044.00</u>	=====
Additional Revenue or Savings Generated	<u>-0-</u>	_____
Net City Cost	<u>\$145,044.00</u>	=====
Amount Budgeted (If none budgeted, identify source)	<u>*\$145,044.00</u>	_____

*Total amount to be budgeted by two departments and various divisions.

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RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, TO DISPENSE WITH THE COMPETITIVE BIDDING REQUIREMENT AND AUTHORIZE THE DIRECTOR OF PUBLIC UTILITIES TO ENTER INTO A CONTRACT FOR MAINTENANCE AND SUPPORT OF EXISTING GLOBAL POSITIONING SYSTEM/AUTOMATED VEHICLE LOCATION EQUIPMENT WITH RADIO SATELLITE INTEGRATORS, INC.

WHEREAS, the City of Fresno uses Radio Satellite Integrators ("RSI") Global Positioning System/Automated Vehicle Location ("GPS/AVL") equipment in the City's Department of Utilities vehicles as well as in the City's Development and Resource Management Department vehicles; and

WHEREAS, this existing GPS/AVL equipment requires maintenance and support, including wireless network air time; and

WHEREAS, maintenance and support, including wireless network air time, are required to ensure the availability and reliability of the GPS tracking system; and

WHEREAS, after investigation by staff and review by the Purchasing Manager, it has been determined that RSI is the only vendor capable of providing maintenance and support to existing proprietary RSI GPS/AVL customized equipment; and

WHEREAS, the Charter Section 1208 requires advertised competitive bidding for equipment involving the expenditure of City monies in excess of \$127,000, unless Council determines the goods to be supplied can only be provided by one source and the purchase is authorized by resolution of the Council containing a declaration of the facts constituting the sole source.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

- a. The Council has received and considered the report and recommendations by City staff.
- b. The maintenance and support, including wireless network airtime, of RSI GPS/AVL equipment are essential to the availability and reliability of the City's GPS tracking system.

1 of 2

Date Adopted:

Date Approved:

Effective Date:

City Attorney Approval: 

Resolution to Authorize Director to Enter into
Contract with Radio Satellite Integrators, Inc.

Resolution No.

c. It is proper to dispense with the competitive bidding requirement in this instance and the Director of Public Utilities or Designee is authorized to enter into a contract with RSI for maintenance and support, including wireless network air time, subject to approval as to form by the City Attorney.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____, 2013.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2013
Mayor Approval/No Return: _____, 2013
Mayor Veto: _____, 2013
Council Override Vote: _____, 2013

YVONNE SPENCE, CMC
City Clerk

BY: _____
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Karen J. Ray Date
Deputy City Attorney

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT No. 2 TO AGREEMENT ("Amendment No. 2") effective as of this ____ day of _____, 2013, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation ("CITY"), and Radio Satellite Integrators, Inc., a California corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY issued a Request For Proposal for a Global Positioning System/Automated Vehicle Location ("GPS/AVL") system for the CITY's Department of Utilities vehicles and awarded a contract to CONSULTANT with an initial term of July 10, 2007 to July 9, 2012 for installation, maintenance and support of GPS/AVL equipment in the CITY's vehicles, ("Agreement"); and

WHEREAS, CITY and CONSULTANT entered into an interim contract ("Amendment No. 1") on January 25, 2013 with the same terms and conditions of the Agreement with the intention of reviving and extending the Agreement; and

WHEREAS, the Agreement, as extended by Amendment No.1, expires on April 30, 2013; and

WHEREAS, CITY and CONSULTANT desire to further extend the Agreement and to modify the scope of work, therein, by requiring additional services.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The original Agreement as revived and amended by Amendment No. 1, attached hereto and incorporated herein by reference.
2. The expiration of the Agreement shall be April 29, 2018.
3. CONSULTANT shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference.
4. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee not to exceed \$145,044.00.
5. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
6. Except as otherwise provided herein, the Agreement entered into by CITY and

CONSULTANT, dated July 10, 2007, as amended January 25, 2013, remains in full force and effect.

///

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Radio Satellite Integrators, Inc.
a California corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

Name: _____

By: _____
Deputy

Title: _____

(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Karen J. Ray Date
Deputy

Attachment:
Exhibit "A"- Scope of Work
Original Agreement dated July 10, 2007
Amendment No. 1 dated Jan. 30, 2013

Exhibit "A"
 Summary Sheet
 Global Positioning Amendment to Agreement with
 Radio Satellite Integrators, Inc.

Costs Per Year

Web Tracking Service Fee per vehicle

Dvision	No. of Vehicles	Cost per Vehicle	Cost per Year
Water Division	113	\$348.00	\$39,324.00
Waste Water	57	\$348.00	\$19,836.00
Solid Waste	103	\$348.00	\$35,844.00
Solid Waste OCU Litter	45	\$348.00	\$15,660.00
DARM	39	\$348.00	\$13,572.00
Streets Division	21	\$348.00	\$7,308.00
New Replacement Unit/yr.	25	\$395.00	\$9,875.00
Unit Install	25	\$145.00	\$3,625.00
		Total per year	\$145,044.00

Any optional items will be done under an Amendment to this agreement.



START UP COSTS				
quantity		per unit		total
113	Water - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
57	Waste Water - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
103	Solid Waste Residential - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
45	Solid Waste OCU/Litter - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
39	DARM - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
21	Streets - EXISTING RSI MOBILE UNIT REUSE	NO CHARGE	\$	-
2	DAYS ONSITE TRAINING	NO CHARGE	\$	-

SYSTEM START UP COSTS 0

MONTHLY WEB TRACKING SERVICE FEES				
quantity		per unit		total
378	RSI AVL WEB TRACKING SERVICE FEES (per Month) RSI AVL Web Browser Based ESRI ArcGIS Server Mapping & Reporting. Includes existing wireless service and unlimited Web software access. Service fees are calculated per vehicle per month. System will be hosted off site by RSI, but will continue to provide the city with real-time and historical data for integration with other city applications.	\$ 29.00	\$	10,962
				<i>No change to current monthly fee</i>

SPECIAL INCENTIVE

There will be no extra charges to the City of Fresno's existing monthly price if the City agrees to a 5 year contract extension.
This price is only valid with the five year contract extension.
Note: This offer can be extended to all City departments.

OPTIONAL ITEMS				
quantity		per unit		total
25	NEW/REPLACEMENT RSI MOBILE UNITS	\$ 395	\$	9,875
25	UNIT INSTALLATION	\$ 145	\$	3,625
25	RSI CUSTOMIZED GARMIN MDTs w/ Navigation Customized messaging and navigation device Includes Mount, Cabling, & Customization One Year Warranty	\$ 595 each	\$	14,875
25	GARMIN UNIT INSTALLATION & UNIT FLASH PER VEHICLE Optionally RSI can train customer on installations	\$ 145 each	\$	3,625

CONFIDENTIAL
Payment terms to be negotiated.
Service fees to be paid annually in advance.
Does not include applicable sales tax.
Includes all manuals and documentation
Does not include travel/lodging
FOB Torrance, CA



**Radio
Satellite
Integrators, Inc.**



City of Fresno
Automatic Vehicle Location System
System Upgrades - With Contract Extension

03/02/12

START UP COSTS			
quantity		per unit	total
30	RSI CUSTOMIZED GARMIN MDTs w/ Navigation Customized messaging and navigation device <i>Includes Mount, Cabling, & Customization One Year Warranty</i>	\$ 595 each	\$ 17,850
2	DAYS ONSITE TRAINING <i>Does not include travel.</i>	NO CHARGE	\$ -

SYSTEM START UP COSTS \$ 17,850

MONTHLY WEB TRACKING SERVICE FEES			
quantity		per unit	total
25	RSI AVL WEB TRACKING SERVICE FEES (per Month) RSI AVL Web Browser Based ESRI ArcGIS Server Mapping & Reporting <i>Includes existing wireless service and unlimited Web software access. Service fees are charged per vehicle per month.</i>		<i>No change to current monthly fee</i>

SPECIAL INCENTIVE

There will be no extra charges to the City of Fresno's existing monthly price if the City agrees to a 3 year contract extension and the release of our original Bid Bond. This price is only valid with the three year contract extension and bond release. Please see the alternative attached pricing if these items cannot be agreed upon. Note: This offer can be extended to all City departments.

OPTIONAL ITEMS			
quantity		per unit	total
25	GARMIN UNIT INSTALLATION & UNIT FLASH PER VEHICLE <i>Optionally RSI can train customer on installations</i>	\$ 145 each	\$ 3,625

CONFIDENTIAL

*Payment terms to be negotiated.
Service fees to be paid annually in advance.
Does not include applicable sales tax.
Includes all manuals and documentation
Does not include travel/lodging
FOB Torrance, CA*

January 18, 2013
Laura Rapp

INTERIM REQUIREMENTS CONTRACT FOR
GLOBAL POSITIONING SYSTEM/AUTOMATED VEHICLE LOCATION

BID FILE NO. 8845

Contractor to Complete

- 1. We will provide an interim contract with no changes in existing prices, terms and conditions of the cited requirements contract through April 30, 2013.
- 2. We propose to provide an interim contract with the enclosed price changes to the cited requirements contract, subject to the City of Fresno acceptance, but in accordance with the original contract terms and conditions.
- 3. We will not provide an interim contract.

Acknowledged

Jon Michels

Signature

Jon Michels

Print Name and Title

1/25/13

Date

Radio Satellite Integrators

Name of Company

19144 Van Ness Ave

Address

Torrance

City

CA

State

90501

Zip

(310) 787-7700

Telephone

(310) 787-7435

Fax Number

Accepted by the City:

Jason B. MacDonald Acting

Jason B. MacDonald, Purchasing Manager

1/30/13

Date

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AGENDA ITEM NO.

COUNCIL MEETING

APPROVED BY _____

DEPARTMENT DIRECTOR _____

CITY MANAGER

May 1, 2007

FROM: RENE A. RAMIREZ, Director
Department of Public Utilities

BY: ROBERT N. ANDERSEN P.E., Assistant Director
Department of Utilities

SUBJECT: AWARD A CONTRACT TO RADIO SATELLITE INTEGRATOR'S, INC. IN THE AMOUNT OF \$1,288,525.28 FOR THE INSTALLATION OF GLOBAL POSITIONING SYSTEM/ AUTOMATED VEHICLE LOCATION (GPS/AVL) EQUIPMENT IN CITY VEHICLES

KEY RESULT AREA

One Fresno

RECOMMENDATION

Staff recommends that the City Council award a contract in the amount of \$1,288,525.28 to Radio Satellite Integrators, Inc. as the lowest responsive and responsible bidder.

EXECUTIVE SUMMARY

On November 11, 2006, staff sent out a requirements contract for the installation of Global Position Location/Automated Vehicle Location (GPS/AVL) to 44 vendors. The contract was a two-part selection: prequalification and formal bid. Four companies responded to the prequalification. Unfortunately, only Radio Satellite Integrators, Inc. complied with the prequalification requirements.

Staff is recommending awarding a requirements contract in the amount of \$1,288,525.28 to Radio Satellite Integrators, Inc. for the installation of GPS/AVL equipment in 340 City of Fresno vehicles.

KEY OBJECTIVE BALANCE

The project goal is to provide for the best possible service to the ratepayers of the City of Fresno. The GPS/AVL will allow for improved dispatch operations, improve emergency response time, eliminate duplicate call-outs and improve route planning. All of these improvements will lead to better Customer Satisfaction and Financial Management. Employee Satisfaction will be better served by eliminating fictitious customer complaints and also for allowing supervisors to know their location in case of a personal emergency.

REPORT TO THE CITY COUNCIL

Requirements Contract with Radio Satellite Integrator's, Inc.

May 1, 2007

Page 2

BACKGROUND

In February 2005, staff opened bids for a GPS/AVL system. At that time, bids were received and Radio Satellite Integrators, Inc. was the lowest responsive bidder. On March 15, 2005, Council awarded a contract to Radio Satellite Integrators, Inc. and a Notice to Proceed was issued on May 10, 2005.

Due to an irregularity in the bid item for the cost to supply wireless network airtime and an appeal from one of the bidders, the contract was cancelled on May 18, 2005.

Specifications for a two phase RC Global Positioning System/Automated Vehicle Location contract were prepared. A Notice Inviting Bids was published in the Business Journal on November 10, 2007, and was also posted on the City's website. The specifications were distributed to 32 prospective bidders.

Four sealed bids were received for the Phase I prequalification. Staff reviewed the prequalification bids and found three of the bids did not meet our specifications. The biggest problems with not qualifying were not using our maps as the background and allowing us to "host" the project here. Not using our background maps means that we will not have the most current data on streets. Our maps are updated daily. The hosting aspect means all of the information would run through the private companies and not give us the freedom we need. Also, this would be an ongoing cost as a subscription to the private company for hosting the service. The three bidders were given the opportunity to appeal staff's findings. No appeals were received. One bidder prequalified to participate in Phase 2 with formal bid documents. One sealed bid proposal was received and opened in a public bid opening on April 5, 2007.

Radio Satellite Integrators, Inc. of Torrance, California submitted a bid price in the amount of \$1,288,525.28 and is considered a responsive and responsible bidder. The staff determination was posted on the City's website on April 23, 2007. The bid received on April 5, 2007 by Radio Satellite Integrators, Inc. had unit prices that were almost the exact same unit prices that allowed them to be the lowest responsive bidder in 2005.

Funding for this project is included in the FY07 Budget.

Council may:

- 1) Award a contract in the amount of \$1,288,525.28 to Radio Satellite Integrators, Inc.
- 2) Reject bid. If bid is rejected, the project will be re-bid resulting in a delay of approximately sixty (60) days.

FISCAL IMPACT

See attached.

Attachments

- Fiscal Impact Statement
- Bid Evaluation

FISCAL IMPACT STATEMENT

PROGRAM: various

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$1,288,525.28</u>	_____
Indirect Cost	<u>-0-</u>	_____
TOTAL COST	<u>\$1,288,525.28</u>	=====
Additional Revenue or Savings Generated	<u>-0-</u>	_____
Net City Cost	<u>\$1,288,525.28</u>	=====
Amount Budgeted (If none budgeted, identify source)	<u>\$1,288,525.28</u>	_____

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CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a municipal corporation, hereinafter called the "City," and RADIO SATELLITE INTEGRATORS, Inc., a Florida Corporation, hereinafter called the "Contractor," as follows:

1. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: REQUIREMENTS CONTRACT FOR POSITIONING SYSTEM AUTOMATED VEHICLE LOCATION, BID FILE 8845 copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance Bond, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. For the estimated monetary consideration of ONE MILLION, TWO HUNDRED EIGHTY-EIGHT THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND TWENTY-EIGHT CENTS (\$1,288,525.28), as set forth in the Bid Proposal, the Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. The City accepts the Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION: The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Contract on the day and year here below written, of which date of execution by the City shall be subsequent to that of the Contractor's and this Contract shall be binding and effective upon execution by both parties.

RADIO SATELLITE INEGRATORS, INC.
a Florida corporation

CITY OF FRESNO
a Municipal Corporation

By: 

By: 

Jonathan Michels
(Type or print Written Signature.)

Title: Acting Purchasing Manager

Dated: 7/10/07

Title: President

Dated: 5/29/07

APPROVED AS TO FORM:

ATTEST:

JAMES C. SANCHEZ
City Attorney

REBECCA E. KLISCH
City Clerk

By:  7-09-07
Deputy Robert R. Coyle

By: 
Deputy (7/10/07)

By: 

NAME: Brian Burda

Title: Secretary

Date: 5-29-07

January 18, 2013
Laura Rapp

INTERIM REQUIREMENTS CONTRACT FOR
GLOBAL POSITIONING SYSTEM/AUTOMATED VEHICLE LOCATION

BID FILE NO. 8845

Contractor to Complete

- 1. We will provide an interim contract with no changes in existing prices, terms and conditions of the cited requirements contract through April 30, 2013.
- 2. We propose to provide an interim contract with the enclosed price changes to the cited requirements contract, subject to the City of Fresno acceptance, but in accordance with the original contract terms and conditions.
- 3. We will not provide an interim contract.

Acknowledged

Signature

Jon Michels

Print Name and Title

1/25/13

Date

Radio Satellite Integrators

Name of Company

19144 Van Ness Ave

Address

Torrance

City

CA

State

90501

Zip

(310) 787-7700

Telephone

(310) 787-7435

Fax Number

Accepted by the City:

Jason B. MacDonald, Purchasing Manager

1/30/13

Date

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