



CITY OF IOWA CITY

410 East Washington Street  
Iowa City, Iowa 52240-1826  
(319) 356-5000  
(319) 356-5009 FAX  
[www.icgov.org](http://www.icgov.org)

**Request for Proposal #16-151, Solid Waste, Recycling, Compost and Oil Pick-up and Disposal Services for the Downtown Iowa City and Northside Marketplace**

A Pre-Submission Conference will be held at the City of Iowa City Emma Harvat Hall, 410 E Washington St, Iowa City, IA. **The conference will be held on June 8, 2016 at 10:30 a.m. (local time). The Pre-Submission conference is not mandatory; the City of Iowa City strongly recommends that all interested vendors be in attendance.** The Pre-Submission Conference will provide each vendor with an opportunity to discuss the City's requirements, to discuss the specifications related to the project, and to ask questions that pertain to this Request for Proposal.

Please review the following Request for Proposal for the Solid Waste, Recycling, Compost and Oil Pick-up and Disposal Services for the Downtown Iowa City and Northside Marketplace Project before attending the Pre-Submission Conference.

**Date:** May 26, 2016

**REQUEST FOR PROPOSAL:**

**Solid Waste, Recycling, Compost and Oil Pick-up  
and Disposal Services for the Downtown Iowa City  
and Northside Marketplace**

**NOTICE TO PROPOSERS:** Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

**ADDRESS PROPOSALS TO:**

City of Iowa City  
Attn: City Clerk's Office  
410 E. Washington St., RM 140  
Iowa City, IA 52240-1826

Proposals shall be in a **sealed envelope or container** and clearly marked on the front "**Request for Proposal #16-151 for Solid Waste, Recycling, Compost and Oil Pick-up and Disposal Services for the Downtown Iowa City and Northside Marketplace.**"

**FAXED OR E-MAILED Proposals will not be accepted.**

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representative no later than **12:00 p.m. (local time), June 17, 2016**. All questions regarding this project must be sent via in e-mail in order to receive a response.

June Nasby, Buyer II  
[june-nasby@iowa-city.org](mailto:june-nasby@iowa-city.org)  
(319) 356-5076

**NO CONTACT POLICY:** After the date and time established for receipt of proposals, any contact initiated by any Proposer or by a City of Iowa City representative, other than the Purchasing Division of the City of Iowa City representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.

**PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), June 30, 2016.** Proposers must submit five (5) copies of their proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the proposer. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

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**SECTION I. SUBMITTAL PACKAGE CHECKLIST**

**DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL**

*Submittals must include five (5) copies of the proposal organized as follows*

**Section 1: Proposal Summary**

A letter summarizing the proposer's proposal. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the offer.

**Section 2: Resume of the Company**

Background information on your firm, including, but not limited to, the official name of your company, the age of the business, the number of employees, staff experience of person(s) responsible for overseeing this project, list of equipment (including trucks and dumpsters) that will be available to perform these services and other data that will allow the City of Iowa City to determine the capability of your firm to meet all requirements of this document.

**Section 3: Completed Work Plan (Section III)**

Provide a detailed work plan as referenced in Section III.

**Section 4: References**

The vendor must include at least three (3) current references where the proposed services were provided by the vendor, including name and address of company, name, title, and phone number of contact person, and a brief description and scope of services that were provided. References from the proposer must include agencies other than the City of Iowa City.

**Section 5: Company Information (Section V)**

Complete the form referenced in Section V.

***Note: The vendor's proposal must include the items listed above and must be sealed at submission time. Failure on the vendor's part to submit a completed and sealed proposal may be cause for rejection of the vendor's proposal.***

**SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**

**A. SCOPE OF WORK**

In cooperation with the Iowa City Downtown District and properties located in Downtown Iowa City and the Northside Marketplace, the City of Iowa City is seeking the services of a qualified contractor(s) to provide management, supervision, labor, equipment, containers as well as the collection and transportation of solid waste, commingled recycling, used cooking oil and composting materials (food scraps) from the alleys located in Downtown Iowa City and the Northside Marketplace (collectively referred to as, "service area"). This is being done in order to consolidate the number of trash receptacles, streamline the billing and communication process, provide a cleaner environment in Iowa City alleys and enhance the services provided in the hopes of increasing recycling and composting opportunities, resulting in a decrease in landfilled materials.

For the purposes of this Request for Proposal, Downtown will be the area defined by Gilbert Street to the east, Iowa Avenue to the north, Clinton Street to the west and Burlington Street to the south. The Northside will be defined by Gilbert Street to the east, Bloomington Street to the north, Dubuque Street to the west and Jefferson Street to the south. Currently the City of Iowa City issues permits for containers to be placed in the Downtown alleys. In this area, the City of Iowa City has issued 90 permits for the combination of solid waste, recycling and used cooking oil. The City **does not** currently issue permits for containers in the Downtown private alleys or in any areas outside of the Downtown, including the Northside, despite the use of containers for solid waste, recycling and used cooking oil in these locations.

Upon completion of an evaluation process, the selected vendor(s) will enter into individual contracts with customers in the designated areas.

**B. TERM**

The term shall be for a period of three (3) years beginning on January 4, 2017 and end on January 7, 2020.

The City may elect to extend this term for one (1) additional three (3) year term. Extension after the initial term is at the discretion of the City.

Requests for proposed price changes after the initial term must be submitted in writing to the Purchasing Agent. For years 4, 5 and 6, pricing may not increase more than 3% per year. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost.

**C. PROPOSAL REQUIREMENTS**

1. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal implies proposer's acceptance of the terms and conditions herein, unless otherwise stated.
2. Any costs associated with solid waste, comingled recycling, compost and used cooking oil pick-up and disposal services not specifically set forth in this proposal will be the responsibility of the proposer, and will be deemed included in the fees and charges proposed herein. No additional costs, including fuel charges, will be charged to the contracted customer(s). The proposer's failure to include all required costs to perform the services will be the sole responsibility of the proposer.
3. The proposer is responsible for all costs related to the preparation of this proposal. The City reserves the right for a presentation of the proposed services from the proposer; this request shall be at no cost to the City.
4. Responses may be rejected if the proposer fails to perform any of the following:
  - a. To adhere to one or more of the provisions established in this Request for Proposal
  - b. To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal

- c. To submit a response on or before the deadline and complete all required forms
  - d. To fulfill a request for an oral presentation and/or on-site demonstration
  - e. To respond to a written request for clarification or additional information
- 5.) Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

**D. DEMONSTRATION OR ORAL PRESENTATION:**

Vendors who submit a proposal in response to this RFP may be required to give a demonstration and oral presentation of the proposed services at no cost to the City. This will provide an opportunity for the vendor to clarify and elaborate on their proposal, and the City to ask questions. This is a fact-finding and explanatory session only, and will not include negotiations. The City will schedule the time and location of these presentations. Demonstrations and oral presentations are at the option of the City of Iowa City, and may or may not be conducted.

**E. EVALUATION PROCESS:**

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City and the Iowa City Downtown District. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City's requirements. The following table lists the maximum points associated with each category.

**“The Vendor’s submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”**

<u>POINT CATEGORY</u>	<u>ASSIGNED POINTS</u>
Approach to providing service and completed work plan	35
Price	30
Ability to provide services required and references	35
<b>Total</b>	<b>100</b>

**F. AWARD**

1. The selected vendor shall provide all necessary labor, equipment, and materials for performing services described herein. Said labor, equipment and materials shall be considered an integral part of the service herein, for which no additional compensation will be paid by the City or demanded by the selected vendor.
2. The vendor’s proposal must be complete to be considered for award.
3. The City reserves the right to qualify, accept, or reject any or all vendors as deemed in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposals when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
4. The intent is to make a decision within one hundred twenty (120) working days of the proposal due date.

5. Award, if made, will be in accordance with the terms and conditions herein and including the proposed (contingent on City Council approval) Permit Policy. A copy of the proposed DRAFT Permit Policy is also posted to the City of Iowa City's website, and incorporated herein.
6. Consideration will be given to, but not limited to, approach to providing service, company experience, references, pricing, and the ability to provide services required.
7. The City is in no way restricted from procuring solid waste and recycling pick up and disposal services from other vendors when required.
8. The selected vendor(s) is not, and shall not be deemed to be, an agent or employee of the City of Iowa City, Iowa, but at all times is deemed to be an independent contractor.
9. Once the vendor(s) has been selected, permit(s) (see DRAFT proposed Permit Document) will be issued to the vendor(s).
10. The selected vendor(s) will enter into individual contracts with customers in the designated areas.

### **SECTION III.WORK PLAN**

The City of Iowa City is looking for creative solutions to address the needs of the vast and unique customers within the service areas. As we anticipate the proposing vendors will be the experts in the field of providing pick-up and disposal services. The proposals must include detailed service plans and pricing scenarios that can accommodate the varying needs of the customers that they will serve.

The Proposer's submittal must include the following:

- Pricing per customer for daily removal of solid waste and comingled recyclables in all alleys within the service area.
- Pricing per customer and frequency of removal of used cooking oil in all alleys where adjacent properties utilize cooking oil.
- Pricing per customer and frequency of removal, for daily removal of composting materials from all alleys in designated areas.
- List of materials to be recycled.
- Detailed explanation of how solid waste, recyclables, compostable materials and used cooking oil will be collected, handled and where they will be delivered to for processing.
- Plan for continued evaluation of hauling program in order to increase efficiencies and minimize costs.
- Outline of process to provide additional containers or increased service frequency in order to accommodate special events and days when high volumes are anticipated, including amount of notice required ( i.e. University of Iowa home football games, downtown festivals, etc.).
- Description of customer service operations and ability to have customer service staff available via phone calls, e-mails, etc. between the hours of 7:00AM – 5:00PM, Monday through Friday.
- Process for pick-up, handling and disposal of bulky waste

Proposals will require two (2) pricing scenarios to provide the services listed above. The first will be to provide pricing for the entire service area, including the scope of work and the areas located on the maps included within the Request for Proposal. The second will be to provide service to the same area, but divided into two smaller areas referred to as Downtown and Northside. Based off of these two scenarios, the award may go to one or more vendors.

The possible customers for the selected vendor(s) have a wide range of uses, ranging from residential units, office operations, restaurant operations and retail services. Some areas have special circumstances that apply including the size of container required, number of pick-ups per week, locations of pick-ups, etc. These must all be accounted for in the submitted proposal and pricing plan.

**SECTION IV. GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

**The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.**

**REQUEST FOR PROPOSAL (RFP):** is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

**A. CONDITIONS FOR PROPOSING**

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, phone number, and of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office  
City of Iowa City  
410 E. Washington St., RM 140  
Iowa City, Iowa 52240-1826

4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. **RECEIPT OF PROPOSALS.** Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the City is negotiating or the contents of the proposal.
6. **PROPOSALS BINDING 120 DAYS.** Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.

7. **TRADE SECRETS OR PROPRIETY INFORMATION.** The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. **MULTIPLE PROPOSALS.** Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

## **B. SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <https://icgov.org/purchasing-bids>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by

the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this website to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

**C. SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform.
2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
  - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
  - Guarantees and warranties.
  - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
  - Ability to provide future maintenance and service.
  - Character, integrity, reputation, experience and efficiency.
  - Quality of performance of previous and/or existing contracts.
  - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
  - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
  - If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
  - Such other relevant information as may be secured by the City.
  - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.
3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. **PRESENTATIONS.** When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to make an award.

5. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.
6. **CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall

not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

7. INSURANCE REQUIREMENTS. At the time the permit application is filed, the permit holder shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the permit holder shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The permit holder shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. Minimum Coverage

Any policy or policies of insurance purchased by the permit holder to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Formal Project Specs: Class II (over \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$1,000,000	
c. Excess Liability	\$1,000,000	\$1,000,000
d. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best. The City of Iowa shall also be listed as additionally insured for comprehensive general liability.

**SECTION V. COMPANY INFORMATION**

Please provide the following information regarding the designated person(s) who can be contacted with questions during the period of evaluation:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The undersigned proposer agrees to supply the goods and services, in accordance with the attached specifications, terms, and conditions.

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required labor, travel, services and equipment and to perform the work as described in the proposal documents and to do all work at the prices set forth within.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the proposal prepared by the City of Iowa City, the City's Request for Proposal document shall prevail.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons proposing on the project.

**AUTHORIZED SIGNATURE:**

**No ink stamps will be accepted. The information below must be legibly handwritten.**

Name of Firm: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_