

Notice to all Offerors

If you are obtaining a copy of this RFP 16-01 through this website, it is highly suggested that you also register with the Procurement office. You may register by e-mailing jpcepeda@guamcourts.org or mantonio@guamcourts.org

and provide the following information in your e-mail:

1. Company Name
2. Company Mailing Address
3. Company Phone and Fax Numbers
4. Point of Contact
5. E-mail address for point of contact

Registration will ensure that interested parties are informed of any amendments to the RFP.

Please subject your e-mail as RFP 16-01-Registration. If you have any questions feel free to contact the Procurement Office at 475-3393/3175.

Prescribed By: Judiciary of Guam	REQUEST FOR PROPOSAL (SERVICE CONTRACT)	Page No. 1	Number of Pages
--	---	---------------	-----------------

Issued By: JOSHUA F. TENORIO, Administrator of the Courts 	Address: JUDICIARY OF GUAM GUAM JUDICIAL CENTER PROCUREMENT SECTION 120 WEST O'BRIEN DRIVE HAGÁTÑA, GUAM 96910 Tel: (671)475-3393/3141/3212/3191 Fax: (671)477-8009
---	---

Date Issued: October 21, 2015	Request For Proposal No.: 16 - 01
--------------------------------------	--

Sealed Proposals (1) original and (5) copies, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL, ITS SCHEDULE AND THE ATTACHED GENERAL PROVISIONS, will be received at the above office until: **2:00 o'clock p.m. , November 6, 2015 Guam Standard Time.**

General information and instructions to offerors are contained in the terms and conditions attached.

SCHEDULE

Item No.	Supplies or Services	Quantity (No. of Units)	Unit	Unit Price	Amount
1.	Lease of Storage Facility See Exhibit "A" for Scope of Services.	Please leave this space blank when submitting proposals. See RFP VII for instructions. *****			

Proposal	Date
----------	------

Offers providing less than sixty (60) calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Indicate Whether: () Individual () Partnership	() Corporation Incorporated in the state of:
--	---

NAME AND ADDRESS OF OFFEROR: (Type or Print) _____ _____ _____	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS PROPOSAL: _____
---	--

AWARD:	CONTRACT NO.:	DATE:
--------	---------------	-------

Accepted as to items numbered Amount \$ _____	By: Contracting Officer
Invoice for payment should be mailed to: _____	Accounting and Appropriation Date
Payment will be made by:	

JUDICIARY OF GUAM

Request For Proposal No. RFP 16-01

Item no.	Description of Services	Lease Terms
1.	Lease of Storage Facility See Exhibit A: Scope of Services	One (1) year agreement with option to renew annually but not to exceed five (5) years total.

I. GENERAL INFORMATION

Purpose: This RFP is issued to solicit proposals from any qualified entities to provide Lease of Storage Facility for the Judiciary of Guam.

Authority: This RFP is governed by the Judicial Council of Guam Procurement Regulations adopted on March 19, 2004 as amended, and the applicable laws of Guam.

Issued By: Joshua F. Tenorio, Administrator of the Courts/Purchasing Officer
Judiciary of Guam
Guam Judicial Center
120 West O-Brien Drive
Hagatna, Guam 96910

Date Issued: This RFP is issued October 21, 2015.

Date Due: All original copies of proposals must be submitted by 2:00 p.m. on November 6, 2015. Late proposals will not be considered.

Proposals: One (1) original and five (5) copies of the proposals must be submitted in a sealed envelope addressed to the Judiciary of Guam and clearly marked RFP 16-01. The offerors name, address and phone numbers must also be identified on the envelope.

Place: Proposals must be submitted to the Office of the Procurement & Facilities Management Division located at the Guam Judicial Center, 1st floor, 120 West O-Brien Drive in Hagatna, Guam.

Questions: Questions concerning this RFP may be directed to:

Mr. Raymond L.G. Taimanglo
Procurement & Fac. Mgt. Administrator
Procurement & Fac. Mgt. Division
Guam Judicial Center
120 West O-Brien Drive

Hagatna, Guam 96910
Tel: (671)475-3393/3175
Fax:(671)477-8009
Email:rtaimanglo@guamcourts.org and/or mantonio@guamcourts.org

Conference: A pre-proposal conference may be conducted at the discretion of the Purchasing Officer to explain procurement requirements. Notice of a pre-proposal conference will be sent to all prospective offerors known to have obtained this RFP.

II. QUALIFICATIONS

The following minimum qualifications are required and should be presented in the proposal:

- A. The ability, capacity, and skill of the Offeror to perform.
- B. Whether the Offeror can perform promptly or within the specified time.
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror.
- D. The quality of performance of the Offeror with regards to awards previously made to it.
- E. The previous and existing compliance by the Offeror with laws and regulations relative to procurement.
- F. The sufficiency of the financial resources and ability of the Offeror to perform.
- G. Whether the Offeror meets the terms and conditions of the RFP.

The Purchasing Officer will require Offerors to present satisfactory evidence that they have sufficient experience and are fully qualified.

III. AMENDMENTS TO THE RFP AND MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. Amendments/addendums to RFP shall be identified as such and shall require that each offeror acknowledge receipt of all amendments/addendums issued in their proposal. **Failure to acknowledge any amendments/addendums issued shall result in disqualification from the RFP.** Amendments/addendums shall be sent to all prospective offerors known to have obtained this RFP. Amendments/addendums shall be distributed within a reasonable time to allow prospective offerors to consider them in preparing their proposals.

Amendments/Addendums

Date

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

IV. HANDLING AND OPENING OF PROPOSALS

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include, for all proposals, the name of offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of proposal shall be opened to public only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

V. EVALUATION OF PROPOSALS

The Purchasing Officer or his assignee shall evaluate the proposals and may conduct discussions with any of offerors pursuant to the Judiciary of Guam Procurement Regulations. The Purchasing Officer or his assignee shall then select, in order of their qualification ranking based on the following criteria and point schedule, no fewer than three (3) acceptable offerors (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services. The qualification ranking shall be determined by the following evaluation criteria and weighed point schedule.

The plan for performing the required services. (including providing all the requirements as specified in this RFP and attached Exhibit A)	35 Points
Ability to provide the services as reflected in the RFP and attached Exhibit A.	25 Points
The personnel, equipment, and facilities to perform the services as reflected in the RFP and attached Exhibit A.	20 Points
A record of prior performance of similar work.	20 Points

Total: 100 Points

VI. NEGOTIATION AND AWARD OF CONTRACT

- A. Following the evaluation and ranking of the proposals, the best qualified offeror will be promptly notified. The Purchasing Officer conducting the procurement or a designee of such officer shall negotiate a contract with the

best qualified offeror at the compensation determined in writing to be fair and reasonable. Contract negotiations shall be directed toward: (1) making certain requirements involved in providing the required services; (2) determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; (3) agreeing upon compensation which is fair and reasonable, and doing so while taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

- B. If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract will be awarded to that offeror, although no award will be made until the offeror provides proof that a Guam business license has been obtained.
- C. Written notice of award shall be public information and made a part of the contract file.
- D. If compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons thereof shall be placed in the file and the Purchasing Officer shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three (3) business days. Upon failure to negotiate a contract with the best qualified offeror, the Purchasing Officer may cancel the procurement or may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror.
- E. If no contract can be negotiated with the offerors initially selected as the best qualified offerors, the Purchasing Officer may cancel the RFP or proposals may be re-solicited or additional offerors may be selected based on their original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with these rules until an agreement is reached and the contract is awarded.

VII. CONTENTS OF PROPOSALS

Proposals must address how the offeror will be able to provide the scope of services that are identified in the Attached Exhibit A. **Proposals must include price to be submitted in a separate and sealed envelope.** Pursuant to the Judicial Council's Procurement Regulations, the most qualified offeror will be selected after review of all proposals and consideration of the evaluation criteria set forth below. The most qualified offeror will be contacted and required to submit any necessary additional cost and pricing data prior to negotiations.

VIII. GENERAL REQUIREMENTS AND PROVISIONS

- A. Pursuant to Guam law, this RFP and any contract awarded hereunder are subject to appropriation and the availability of funds.
- B. If no funds are approved by the Judicial Council or the Guam Legislature in the fiscal year following any contract entered into between the parties, the contract will automatically expire at the end of the existing fiscal year for which funds have been appropriated.
- C. The Judiciary of Guam reserves the right without prejudice to reject all proposals of offerors which have been submitted in response to this RFP, if it is determined to be in the best interest of the Judiciary of Guam, for any reason allowed by law and/or regulation or for any reason whatsoever.
- D. This RFP and any contract awarded hereunder shall be construed under the Judicial Council Procurement Regulations and the applicable laws of Guam.



JOSHUA F. TENORIO,
Administrator of the Courts

10/19/15
DATE

RFP 16-01
LEASE OF STORAGE FACILITY
EXHIBIT A: SCOPE OF SERVICES

DESCRIPTION OF SERVICES	OFFEROR'S REMARKS
Location: Within one (1) mile from the Guam Judicial Center in Hågatña	
Warehouse Open Space Square Footage: Between 4,500 to 5,500 square feet of open space, all concrete to include roofing and walls to withstand inclement weather such as typhoons. Storage space height must be at least twelve (12) feet from floor to ceiling.	
Air-Conditioning Units: The offeror shall provide reliable and working A/C units including preventive maintenance, repair, and replacement of parts when needed at no cost to the Judiciary of Guam. The air conditioning system should adequately cool the entire warehouse at a comfortable room temperature between 65-78 degrees Fahrenheit.	
Electrical Outlets and Lighting: The facility must have adequate electrical outlets and lighting. The facility must also have adequate lighting outside the premises. The Judiciary may be responsible for the application of a power account and payment or other acceptable arrangements with Lessor.	
Water: Water faucet shall be available outside the facility. The Judiciary may be responsible for the application of a water account and payment or other acceptable arrangements with Lessor.	
Alterations: Alterations shall be allowed within the facility such as temporary partitions to enclose certain areas creating individual offices/space at the Judiciary's expense.	
Telephone Service: The offeror shall provide telephone trunk line (s) infrastructure to the facility at no cost to the Judiciary. The Judiciary will be responsible for installation and payment of telephone service.	
Fumigation Services (Ants, Termites,	

<p>Roaches, etc.): Fumigation services for ants, bugs, and insects. Fumigation services shall be performed annually and documentation such as a work order must be provided to the Judiciary as evidence that services was performed. In addition, the facility must be free of termites. The offeror shall provide and maintain termite treatment service in order to ensure documents and materials stored in the facility are not damaged or destroyed by termites. In addition, the offeror shall provide rodent elimination/control treatment services regularly to prevent damages caused by rodents. These treatment services are critical to properly string and preserving the Judiciary records and other materials, because any destruction or contamination of the records and materials may result in a serious impact on the Judiciary’s responsibility to maintain such records and material. Fumigation, rodent, and termite treatment services shall be borne by the offeror.</p>	
<p>Trash Receptacles: Trash receptacles shall be available outside the facility at no cost to the Judiciary.</p>	
<p>Parking: The Judiciary shall be provided a minimum of two (2) marked parking stalls preferably in front of the proposed leased storage facility and close to the leased unit.</p>	
<p>Typhoon Protection: The offeror shall secure the facility when condition of readiness three (3) is declared on Guam. The offeror shall be responsible for the post-typhoon cleanup outside of the facility.</p>	
<p>Doors and/or Roll-up Door: The offeror shall provide secured front (main) and exit doors. Doors should be adequate in height to fit office furniture such as shelving and other equipment used for storing records. All doors shall have adequate door hardware and lock sets befitting of a secured warehouse. Doors and entrances shall be ADA complaint. Entrance and Exit doors shall be water and wind tight to prevent wind and water</p>	

damages to the inventory inside of the building.	
Exterior Maintenance Services: The offeror shall be responsible for cleaning outside of the facility to include grass-cutting and trash pick-up.	
Structure and Fire Protection Insurance Coverage: The offeror shall provide insurance coverage for both structure and fire protection. The storage facility must meet all fire safety codes. Fire alarm systems such as sprinklers, fire extinguishers, alarms, signage's, etc. must be in compliance with fire safety codes.	
Security Features: At a minimum, the facility must have security guard services manned 24/7 or an electronic security system which is monitored 24/7.	
Accessibility: The Judiciary personnel shall be able to access the facility Monday-Sunday from 6:00 a.m. to 6:00 p.m.	
Agreement Period: The agreement shall be for one (1) year with an option to renew annually but not to exceed five (5) years total.	
Restroom: The facility shall have a minimum of one (1) co-ed restroom complete with a toilet, water, sink, vanity mirror, and appropriate fixtures and partitions. Lessor shall maintain and upkeep the restroom facility.	

JUDICIARY OF GUAM
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

RFP Solicitation and Award

ONLY THOSE BOXES CHECKED BELOW ARE APPLICABLE TO THIS RFP.

- (x) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Judicial Council of Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contract to act in good faith.
- (x) 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the offeror to provide the Judiciary of Guam with specified services or with materials, supplies, or equipment completely assembled and ready for use.
- (x) 3. **TAXES:** Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- (x) 4. **LICENSING:** Offerors are cautioned that the Judiciary of Guam will not consider for award any offer submitted by an offeror/ who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the other Director of Revenue and Taxation. **A copy of the business license and/or certificate must be submitted with the proposal. Failure to submit shall result in disqualification from the RFP.**
- (x) 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam.
- (x) 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Offerors shall comply with all specifications and other requirements of the Solicitation.
- (x) 7. **INDEPENDENT PRICE DETERMINATION:** The offeror, upon signing the RFP, certifies that the prices in his proposal were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law.
- (x) 8. **RFP ENVELOPE:** Envelope shall be sealed and marked with the offeror's name, RFP Number, time, date and place of submission.

- (x) 9. **MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT:** Each person submitting a proposal for any portion of the work covered by the RFP documents shall execute an affidavit on the form provided when the person(s) who have held more than ten percent (10%) of the company's shares during the past twelve (12) months. Such affidavit shall be attached to the proposal. **Failure to submit with the proposal shall be disqualified from the RFP.**

- (x) 10. **NON-COLLUSION AFFIDAVIT:** Each person submitting a proposal for any portion of the work covered by the RFP documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. **Failure to submit with the proposal shall be disqualified from the RFP.**

- (x) 11. **COMPETENCY OF OFFERORS:** Proposals will be considered only from such offerors who, in the opinion of the Judiciary of Guam, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

- (x) 12. **DETERMINATION OF RESPONSIBILITY OF OFFERORS:** The Administrator of the Courts reserves the right for securing from offerors information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 13 of these General Terms and Conditions.

- (x) 13. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the best qualified offeror, whose proposal is determined to be the most advantageous to the Judiciary of Guam, taking into consideration the evaluation factors set forth in the Solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Judiciary of Guam may require to waive any minor irregularity in the proposal received. The Administrator of the Courts shall have the authority to award, cancel or reject proposals, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the most best qualified offeror within the specified time for acceptance as indicated in the Solicitation, results in a binding contract without further action by either party. It is the policy of the Judiciary of Guam to award the contracts to best qualified offerors. No award shall be made under this Solicitation which shall require advance payment or irrevocable letter of credit from the Government.

- (x) 14. **INSPECTION:** All supplies, materials, equipment or services delivered under this contract shall be subject to the inspection and/or test conducted by the Judiciary of Guam at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Judiciary of Guam shall have the right to reject items or require that they be corrected. The number of days required for corrections will be determined by the Judiciary of Guam.

- (x) 15. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Judiciary of Guam employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks.
- (x) 16. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (x) 17. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national of origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex or national of origin.
- (x) 18. **COMPLIANCE WITH LAWS:** Offeror awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- (x) 19. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Judiciary of Guam that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default.
- (x) 20. **JUSTIFICATION OF DELAY:** Offerors who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the offeror is not able to meet the specified delivery date, he is required to notify the Administrator of the Courts of such delay. Notification shall be in writing and shall be received by the Administrator of the Courts at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Judiciary of Guam reserves the right to reject delay justification if, in the opinion of the Administrator of the Courts, such justification is not adequate.

(x) 21. **PROTEST:** (a) Any aggrieved party who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, and who wishes to pursue a protest shall file a written protest with the Purchasing Officer. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knew or should have known of the facts giving rise to the protest. (b)The Purchasing Officer shall have the authority to settle and resolve a protest. (c) If the protest is not resolved by mutual agreement, the Purchasing Officer shall issue a decision in writing within thirty (30) days of receipt of the protest. If no written decision has been issued by the Purchasing Officer at the expiration of the thirty (30) day period, such shall be considered an adverse decision. (d) Upon the issuance of an adverse decision by the Purchasing Officer, or upon the expiration of the thirty (30) day period after filing of the complaint, the aggrieved party may file an action in the Superior Court of Guam for appropriate relief within fourteen (14) days of such adverse decision or expiration of time.

(x) 22. **RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS:**

The Contractor must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry; and that if any person providing services on behalf of the Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

(x) 23. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm received a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address _____

Telephone: _____

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

STATE OF _____)
) ss.
CITY OF _____)

_____, being first duly sworn, deposes and says:

That _____ he _____ is _____
(a partner or officer of firm of, etc.)

that the party making foregoing proposal or bid for _____, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix profit, overhead or cost element of said bid price of affiant or of that of any other bidder, or to secure any advantage against the Judiciary of Guam or any person interested in proposed contract, and that all statements in said proposal or bid are true.

Signature _____ of

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 20____.

Notary Public

My commission expires _____, 20____.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

I, the undersigned, _____, being first duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company=s shares during the past twelve (12) months are as follows:

Table with columns: Name, Address, Shares Held, Percentage of. Includes horizontal lines for data entry and a label 'Total Number of Shares'.

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this Affidavit is submitted are as follows:

Table with columns: Name, Address, Compensation, Amount of Gratuity or Other. Includes horizontal lines for data entry.

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____, 20_____.

By: _____

Notary Public _____
In and for the Territory of _____
My commission expires: _____