

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

Request for Proposal - Negotiation
PROFESSIONAL SERVICES

To: Date May 20, 2016
..... RFP-015-2016 (Professional)

Pursuant to 31 V. I. C. § 239 (a) (4) and the Rules and Regulations thereunder issued, the Government of the Virgin Islands, Property and Procurement, will receive proposals for the work described below. Proposals will be received until **Friday, June 3, 2016 @ 4:00 P.M.**

DESCRIPTION OF WORK

The Government of the Virgin Islands, Department of Property and Procurement is requesting proposals from qualified contractors for the following services: **RFP-015-2016 (P) Federal Debris Removal (Emergency Service) for the District of St. Croix.**

SCOPE OF SERVICES: SEE ATTACHED

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals, the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be the most highly qualified to provide the services herein required**. Discussions will be conducted successively and severally with the firms or persons so selected regarding the anticipated concepts and the relative utility of alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS:

Selection criteria will include (i.) Professional qualifications, registration and general reputation of the principals of the firm; (ii) the extent to which the firm or person specialized in or has designed project of a type and scope similar to that hereunder; (iii) familiarity with the area in which the project is to be located; (iv) capability of meeting design schedules; and (v) quality of performances on other projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or persons with whom a contract shall be negotiated**. The Commissioner, with the assistance of the Selection Committee shall negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated? Negotiations will then be commenced with the second most qualified, the third most qualified or additional firms, in order of preference and their competence and qualification, and shall continue until an agreement is reached.

Randolph N. Bennett
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

This project is for, the following services: **RFP-015-2016 (P) Federal Debris Removal (Emergency Service) for the District of St. Croix.**

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work with care, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, hereinafter referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall be considered.

Applicants are requested to submit proposals based on the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate, but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief of Procurement & Contracts, Lloyd T. Bough Jr. at lloyd.bough@dpp.vi.gov.**

B. STATEMENT OF PURPOSE

This project has been addressed to assist the Government of the Virgin Islands in meeting The need for the following services: **RFP-015-2016 (P) Federal Debris Removal (Emergency Service) for the District of St. Croix.**

C. PROPOSED SCOPE OF WORK

SEE ATTACHED SCOPE OF WORK

D. TIMETABLE.

1. Proposals will be accepted at the Department of Property and Procurement, no later than **Friday, June 3, 2016 at 4:00 PM**
2. Last Day for Questions: **Friday, May 27, 2016 at 4:00 p.m.**

E. SUBMISSION OF PROPOSAL

All interested parties shall submit seven (7) sets of proposals, which are to be delivered to the Department of Property and Procurement during normal business hours, no later than **Friday, June 3, 2016 at 4:00 P.M**

They shall be addressed to:

Honorable Randolph N. Bennett
Commissioner
Department of Property and Procurement
#3274 Estate Richmond, Christiansted
St. Croix, U.S. Virgin Islands 00820-4200

The sealed envelope containing the proposal must have the following information written on the outside of the envelope:

SEALED PROPOSALS - DO NOT OPEN

RFP-015-2016 (P)
(Name of Offeror)
(Mailing Address of Offeror)
(Telephone Number of Offeror)
(Fax Number of Offeror)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to the Department of Property and Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw or cancel or modify his proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief of Procurement and Contracts, Lloyd T. Bough Jr.** GVI will not respond to questions received after the above-established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se, but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the vendor's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined may disqualify the applicant.

1. Introductory letter about the applicant:
 - a. Firm Name, address, fax and telephone
 - b. Type of service for which Firm is qualified.
2. Organization:
 - a. Names of Principals of Firm
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for assignment. (Local & Off-Territory)
 - d. Copy of Article of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of Valid Business License
 - g. Copy of Certificate of Good Standing
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
 - a. List of completed projects of similar type and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: (including a notarized written consent from the authorized representative which must include: name; telephone number; email address and facsimile number).
6. Project Approach:
 - a. Describe how you will approach this project and availability to perform the services requested.
7. **Cost:** The Cost Proposal must be submitted in a separate sealed envelope.

K. CONFLICT OF INTEREST

A bidder filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of

GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection, with, or obligation to, any undisclosed person or firm.

L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands to perform work with the Government of the Virgin Islands until evidence is submitted that the said firm or individual has a valid V. I. Business License to do similar business in the Virgin Islands. Bidders must submit hard copy of a valid V. I. Business license within ten (10) working days after award.

All Bidders bidding as Joint Ventures that do business in the Virgin Islands must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as “**Additional insured.**” The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Offeror must provide public liability insurance with ten (10) working days after award.
2. **WORKERS’ COMPENSATION:** Within ten (10) working days after award of project the successful offeror must submit a copy of their certificate providing that his firm and his agents are covered by Workers Compensation Employee’s Liability.

FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED AS NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.

N. REQUIREMENTS FOR CORPORATIONS:

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

ADDENDUM I

Debris Removal

St. Croix

Scope of Work

1. GENERAL

The purpose of this contract is to provide debris cleaning and removal response assistance to the territory of the United States Virgin Islands, which have been declared under a state of emergency or declared a disaster area by the Governor of the United States Virgin Islands.

2. SERVICES

The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repair) all equipment. All contract bid items must include the cost of laborers, operators, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.

The Contractor shall separate storm related debris into three possible classifications (biodegradable, non-biodegradable and metal debris), load and remove separated debris from the federal route system right-of-way (ROW) to a debris dumpsite(s) at Estate Body Slob (and/or an alternate site as approved by the Department of Public Works Program Manager) on the island of St. Croix.

The Department of Public Works (DPW) Program Manager will designate work sites throughout the island by sector or by roadway sections. Debris will be collected using DPW approved dump trucks or roll-on/roll-off bins which will be sized and labeled appropriately for the purpose of tracking by inspectors throughout the duration of the operation.

NOTE: All mileage is approximations based on the US Virgin Islands official road map.

The work shall consist of cleaning and removing any and all "eligible" debris (see section 4 for a definition of eligible debris) from federal roads, ROW of streets and roads as directed by the Public Works Program Manager. For the purposed of this contract, the ROW is defined as the area within ten feet from the edge of pavement or the area up to a permanent barrier such as retaining wall, whichever is less. Work will include 1) examining debris to determine whether or not debris is eligible; 2) separating debris into three possible categories – biodegradable, non-biodegradable and metal debris; 3) loading separated debris; 4) hauling debris to an approved dumpsite; and 5) dumping the debris at the dumpsite. Ineligible debris (i.e., hazardous toxic material) will not be loaded, hauled, or dumped under this contract, however, Contractor must immediately notify the Program Manager when hazardous or toxic waste is found in his sector.

Debris removal shall include all eligible debris found on the ROW within the area designated by the Program Manager. The Program Manager may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall

make as many passes through the designated area as required by the Program Manager. The Contractor must receive permission from the Department of Public Works Program Manager before commencing a subsequent pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Program Manager. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract.

All work shall be performed in compliance with the US Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI (Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations) (MUTCD), and in accordance with the Virgin Islands OSHA Safety Standards. The Contractor shall ensure that all Contractor personnel are capable of understanding safety concerns expressed in Part VI of MUTCD directly or through an interpreter. All equipment used under this contract must be in compliance with all federal and local rules and regulations. The Contractor must present his equipment for inspection prior to its use by the Contractor. The Contractor shall conduct its operations so as not to interfere with the disaster response and recovery activities of federal and local governments or agencies, or of any public utilities. All work shall be accomplished in a safe manner.

3. LOAD TICKETS

The Contractor is responsible for providing numbered multi-part (an original and three copies) load tickets, which will be used for recording volumes of debris removal. Load tickets will be submitted by the Contractor to a Collection Monitor prior to departure from the designated debris removal work area. Each load ticket will contain the following information:

- A. Unique ticket number
- B. Contractor name and telephone number
- C. Date
- D. Space for the Collection Monitor to record departure time
- E. Debris collection site – federal route number and estate name
- F. Space for the Collection Monitor to record his name
- G. Space for the Disposal Monitor to record arrival time
- H. Space for the Disposal Monitor to record his name
- I. Debris Classification
- J. Haul load in cubic yards
- K. Truck's tag number and driver's signature

Sample Debris Removal Load Tickets:

Hurricane _____	
Debris Removal Program – Island of _____	
Ticket Number: _____	Date: _____
Contractor: _____	Telephone number: _____
Debris Collection Site: Estate Name: _____ Departure Time: _____	
Federal Route # _____ or Local Road Name _____	
Collection Monitor Name: _____	
Debris Disposal Site: _____ Arrival Time: _____	
Disposal Monitor Name: _____	
Debris Classification:	
☐ Biodegradable	☐ Non-Biodegradable
☐ Metal	☐ Other: _____
Load Haul: _____ cubic yards	
Vehicle Tag Number: _____	
Driver's Signature: _____	

The Multi-part load ticket must be filled out by the Contractor and given to the Collection Monitor prior to departure from the loading site. The Collection Monitor will verify ticket information including debris collection site, time and truck load; and return multi-part ticket to the vehicle operator. Upon arrival at the debris dumpsite, the vehicle operator will give the multi-part ticket the Disposal Monitor at the debris dumpsite. The Disposal Monitor will validate the ticket, note arrival time, retain the original ticket and one copy and give the balance of the multi-part ticket to driver for the Contractor's records.

4. DEBRIS CLASSIFICATION

Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications: biodegradable, non-biodegradable and metal. Debris that is classified hazardous or toxic is not to be handled under this contract.

Biodegradable Debris. Biodegradable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.

Non-Biodegradable Debris. Non-biodegradable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; sheet rock; cloth items; non-wood building materials; uncontaminated soil or carpeting.

Metal Debris. Metal debris includes, but is not limited to metal products (i.e. mobile trailer parts, household appliances or white metal, etc.); and roofing materials.

Hazardous Toxic Waste (HTW). Hazardous or toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, and other known or suspected hazardous materials shall be removed by others. Coordination for hazardous debris removal is the responsibility of the Government.

5. DUMPSITES

The Contractor shall use only debris dumpsite(s) designated by the Department of Public Works Program Manager. The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations. The Government makes no representations regarding the turn-around time at the dumpsites. Contractors are to abide by the working schedule of the dumpsite Operator. Only debris delivered to the DPW approved dump site will be considered for compensation through this contract.

6. PERFORMANCE SCHEDULE

The Contractor shall commence mobilization immediately upon notification and designation of work areas by the Program Manager. The Contractor must commence debris removal operations within twelve (12) hours of contract notification. The Contractor shall work during daylight hours for twelve (12) hours per day every day until designated work areas are cleared. The Contractor must, with the Program Manager's direction, provide a work plan showing where operations will begin and which public grounds or streets/roads will be cleared on a 3, 6, 9 day projection. The plan will be updated every three days.

Maximum allowable time for completion will be ninety (90) calendar days, unless the Government initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable territorial and federal law. Liquidated damages shall be assessed at \$200.00 per calendar day for any time over the maximum allowable time established by the contract.

7. EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal and local rules and regulations. Any truck used to haul debris must be equipped with a cover and a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

The Department of Public Works Program Manager must measure all trucks for the load capacity. All trucks operating under this contractor must mount a sign measuring 2 feet x 2 feet on the driver's side containing the Contractor's name, subcontractor's name (if applicable) and the load capacity in cubic yards as determined by the Program Manager. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Program Manager. Trailers towed by trucks are not permitted under this contract. The maximum load capacity for a pickup truck with sideboards is five (5) cubic yards.

The Contractor must present all equipment for inspection by the Program Manager prior to use, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment and non-rubber tired equipment must be approved by the Program Manager prior to its use.

8. BARGING (NOT APPLICABLE TO THE ISLAND OF ST. CROIX)

The Contractor shall be responsible for transporting covered truck loads or containers of separated debris from the islands of St. John, Water Island and Hassel Island to the designated debris site(s) identified by the Program Manager on the island of St. Thomas.

9. REPORTING

The Contractor shall submit a Weekly Report to the Program Manager during the term of the contract. Each report shall contain, at a minimum, the following information:

- A. Contractor's name, telephone number and fax number
- B. Location of work assignment area(s)
- C. Daily and cumulative hours personnel worked, by position
- D. Number and type of each piece of equipment, including vehicle tag numbers and load capacity and whether equipment belongs to contractor or subcontractor
- E. Daily and cumulative operational hours for each piece of equipment
- F. Daily and cumulative totals (in cubic yards) of debris removed, by category
- G. Estimated number of miles cleared
- H. Load tickets for the respective period
- I. Cubic yard capacity of each piece of heavy equipment identified by vehicle tag number

10. OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel, equipment and the adjacent area are the

responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees (including barging) necessary to perform under the terms of this contract. The Contractor must be duly licensed in accordance with the territory's statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits is necessary to perform under the contract. Copies of all permits shall be submitted to the Program Manager.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal and local requirements. At a minimum, one flag person should be posted at each approach to the work area near roadways. Work shall be accomplished in a safe manner.

11. MEASUREMENT

Measurement for separated eligible debris loaded and transported to the dumpsite(s) will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full load capacities will be adjusted down by visual inspection by the Monitor. Measurement will be documented by load tickets and verified by Monitor's log sheets.

12. PAYMENT

Payment for the removal and transportation of separated eligible debris to the approved debris dumpsite(s) will be paid for under the contract bid item for eligible debris certified by the Contractor and approved by the Department of Public Works Program Manager. The total amount of debris to be removed under this contract will be determined in cubic yards collected and documented by load tickets and verified by actual measurement of the debris at the debris site.

Contractor is instructed to submit monthly detailed invoices that must include, but is not limited to, the contract number; the amount to be paid to the Contractor; the period for which services were rendered; the dates worked; the area worked, and Operational Report covering the contact period.

Sample Invoice:

ABC Construction, Inc.
#123 Estate Anna's Hope
P. O. Box 987, Kingshill VI 00851
TEL: (340) 555-0123
Tax ID: 66-9999999

Contract: SC-0123-DPW-2000
Period: 07/15/2000 – 07/17/2000

1. 07/15/2000 Route #70 Estate Mount Pleasant	150 cubic yards @ \$5.00	\$ 750.00
Invoice number 001 through 075		
2. 07/16/2000 Route #70 Estate Pleasant Prospect	125 cubic yards @ \$5.00	\$ 625.00
Invoice number 076 through 120		
3. 07/17/2000 Route #70 Estate Adventure	130 cubic yards @ \$5.00	<u>\$ 650.00</u>
Invoice number 121 through 180		
TOTAL DUE:		\$2,025.00

I certify that the above information is true and correct.

John Smith, Sr., President Date
ABC Construction, Inc.

13. OTHER CONTRACTS

The Government reserves right to issue other contracts or direct other contractors to work within the area included in this contract.

14. INSURANCE

The Contractor shall maintain on his own Workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 and against property damage with limits of \$100,000.00 the cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

A copy of the insurance listed herein shall be filed with the Department of Property & Procurement, 274 Estate Richmond, Christiansted, St. Croix.

The Contractor shall be liable for loss or damage to property or persons; however, in no case shall such negligence be presumed or inferred.

ADDENDUM II

Compensation

THE GOVERNMENT, IN CONSIDERATION of the satisfactory performance of the services described in the Scope of Work agrees to make payment based on actual invoice submitted by the Contractor. Contractor shall bill the Government for the number of cubic yards of debris transported to the debris site.

The parties agree that the unit price to be paid under this contract should be as outlined in the Compensation Schedule. The parties further agree that payments will be made in accordance with approved invoices submitted to the Department of Public Works verified by actual measurement of debris at the debris site.

COMPENSATION SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	Debris removal from roadway system		Cubic Yard		
TOTAL:					

The final payment is subject to the inspection and acceptance of the project by the Government, the submission of all pertinent warranties and Release of Claims. Contractor shall submit a Waiver of Liens or Affidavits of subcontractors who have release the contractor of its obligations. Contractor shall also submit a Consent of Surety prior to final payment, and upon the Government's request, any other documentation the Government deems necessary.

BID SHEET
Debris Removal

BID SCHEDULE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
001.	Debris removal from federal highway system	5,000	Cubic Yard		
TOTAL:					

Company Name: _____

Company Physical Address: _____

Company _____ Mailing _____ Address: _____

Tax Identification Number: _____

Company Telephone: _____

Company _____ Fax _____ Number: _____

NOTE: Quantities listed above are for bid evaluation purposes only.