



SCHOOL DISTRICT OF LANCASTER

Bid # 3725
for
Cafeteria Paper & Plastics 2026-2027

For the period commencing July 1, 2026 through and including June 30, 2027

Issued on May 12, 2026

Pre-Bid Conference:

There will be no pre-bid conference for this solicitation.

Proposal Submittal Deadline:

Friday, June 2, 2026 at 2:00 PM EST

Proposal Opening Date, Time, and Location:

Friday, June 2, 2026 at 2:30 PM EST

Location TBD – Pre-registration required

Section 1. INVITATION

The School District of Lancaster will receive sealed bids for Cafeteria Paper & Plastics for the 2026-2027 School Year, according to the specifications contained in this document.

Bid documents can be obtained from the District's website, <https://sdlancaster.org/grow/bids-proposals>.

Modifications, additions, or changes to the terms and conditions of this Request for Proposals may be cause for rejection of a proposal. Vendors are requested to submit all attached forms in the format provided.

[END OF SECTION]

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Section 3. CONTACTS AND RESPONSE INFORMATION

3.1 *Proposal Questions and Registration:*

Questions regarding this Bid should be directed to Renee Ortiz, Business & Operations Specialist, at rortiz@sdlancaster.org and received no later than 2:00 PM EST, May 26, 2026. Responses to questions will be provided on May 28, 2026, via an addendum published to the [District's website](#). All questions must be submitted in writing; verbal inquiries will not be honored.

3.2 *Submission of Proposals:*

Bids are due on June 2, 2026, no later than 2:00 PM EST. Bids must be submitted in a sealed envelope, clearly labeled "BID 3725: Cafeteria Paper & Plastics 2026-2027" on the outside. Each bid package should include the following:

- One printed copy of all required forms and documentation

Should an event cause The District to close, we will accept proposals until 2:00 PM EST on the next operating day. Should you deliver or have a company deliver your submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the bid, the due date and time, and delivered to:

School District of Lancaster
Attn: Renee Ortiz
1020 Lehigh Ave
Lancaster, PA 17602

Proposers, by their submission of a proposal, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. 2260.101 et seq. ("ETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to ETA. Neither the School District of Lancaster nor any of the participants make any representation or warranty concerning the reliability or security of any communication links, networks, or any data or information transmitted electronically, and neither the School District of Lancaster nor any of the participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure.

If necessary, addenda to this Bid will be posted to the District's website (<https://sdlancaster.org/grow/bids-proposals/>). The District will make every effort to notify registered proposers when an addendum is posted; however, it is recommended that proposers check the District's website for all posted addenda prior to final submission. All proposers must confirm receipt of addenda by returning Attachment C, if addenda has been issued.

3.3 *Response Documentation:*

The following documentation must be received for a completed bid submission. Failure to receive these completed documents on or before the stated deadline may result in the rejection of the electronic bid response. The documents are available for access through the District's website.

- Form of Proposal (Attachment A)
- Non-Collusion Affidavit (notarization required) (Attachment B)
- Addendum Acknowledgement Form (if applicable) (Attachment C)
- Minority Business Enterprise Type (Attachment D)
- Pricing Sheet (Appendix A)
- **NOTE: No physical samples are required at this time, even if requested in the line-item description. You are encouraged to provide manufacturer spec sheets in lieu of physical samples.**

3.4 Bid Timeline:

Deadline for Written Inquiries: May 26, 2026 at 2:00 PM EST

Response to Questions: May 28, 2026 by 5:00 PM EST

Proposal Submittal Deadline: June 2, 2026 at 2:00 PM EST

Anticipated Board Approval: June 16, 2026

[END OF SECTION]

Section 4. GENERAL TERMS & CONDITIONS

1. Ensure that your proposal complies with all requirements specified in this bid. Attention to all clauses of these requirements is advised.
2. Complete all documents by printing neatly and legibly in pen or typing. Electronic documents must also be completed by typing into the appropriate spaces. Do not alter, delete or change any bid specifications or clauses in the bid documents.
3. Indicate prices for every item you are bidding on.
4. Any variation in your proposal from the conditions and specifications as outlined in this bid must be clearly stated, with the variation from specifications noted.
5. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for the opening thereof.
6. No rights shall accrue to any person submitting a proposal until such proposal has been accepted, contract awarded, and such contract finally and completely executed in writing.
7. The District is Tax-Exempt and a certificate will be provided to the successful proposer upon request.

[END OF SECTION]

Section 5. BID AND CONTRACT REQUIREMENTS

1. **Samples:** Product specification sheets should be submitted for all items as requested in the item description, or in any case when an alternate product is bid. Failure to submit required spec sheets may disqualify the bid.
2. **Quantities:** The Board of School Directors reserves the right to increase or decrease quantities.
3. **Selection or Rejection of Bids:** Each line item will be awarded to the lowest responsive and responsible bidder. The Board of School Directors reserves the right to reject any or all bids, in whole or in part, to waive technicalities whenever it is deemed to be in the best interest of the District, and to select single items from any bid. Failure to comply with bid requirements in previous awards is grounds for bid rejection.
4. **Award Contract:** If any bid is accepted, the contract(s) shall consist of this Request for Bids, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening. In the case of differing or contradictory contract language, the language providing the greatest benefit to the District shall take precedence. The District reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
5. **Delivery Time and Location:** The prices quoted shall be for deliveries to The School District of Lancaster, 1075 Grofftown Road, Lancaster, PA 17602. The number of deliveries required is specified in each line item description. Deliveries will not be accepted unless a written request has been made by the District, specifying the item and quantities for delivery.
6. **Item Substitutions/Shortages:** If the awarded vendor is temporarily out of stock of a particular item, the District may, but shall not be obligated to, approve the delivery of an equal or superior product at an equal or lower price. Substitutions should exist only in "emergency" situations. Substitutions can be made only upon prior approval of the District. In the case of shortages by the awarded vendor, the District may procure the necessary products from other sources and hold the awarded vendor responsible for any excess cost incurred. Repeated instances of default may result in the removal of the awarded vendor from future bidding.
7. **Safety Data Sheets:** Safety Data Sheets (SOS) required by the U.S. Department of Labor, Occupational Safety & Health Administration shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods, when applicable.
8. **Deposits:** A Security Deposit or Bid Bond is not required for this bid.
9. **Conformity to Product Specifications:** The successful bidder agrees that in the event that the District has accepted and paid for a shipment of a specified item(s), but shall discover upon opening at a later date that the item(s) does not conform to specifications and/or other quality standards of the sample(s) herewith, the bidder shall promptly remove such rejected items, at the District's request and at the bidder's expense, and the bidder agrees to replace promptly any or all of the quantity rejected with products that meet specifications and/or conform to standards of the sample(s) without extra charge to the District.
10. **Default in Performance:** Should the bidder default in the performance of the foregoing paragraph, or not satisfy the delivery requirements stated herein, the District may procure such property or services from other sources in any manner permitted by law and shall have the absolute right to deduct from any monies due to the bidder, or that may thereafter come due to the bidder, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by the District in such event shall be the prevailing market price at the time the substitute purchase is made, or in the event that it is necessary to seek bids for such property or service, the amount of the successful bid.
11. **Termination:** The District may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing thirty (30) days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the District terminates any awarded contract(s) in accordance with this paragraph, the District shall retain all rights and remedies allowed by law.
12. **Buy American:** The Warren F. Goodling Child Nutrition Reauthorization Act of 1998, as may be amended, requires sponsors of the National School Lunch Program to buy domestic commodities or products for use in meals to the

maximum extent possible. Specification of product origin, based on the Nutrition Labeling and Education Act of 1990, as may be amended, mandates that the country of origin for both domestic and imported food products be identified on the product label. Products bid MUST comply with the foregoing regulations and all applicable federal, state and local laws and regulations.

13. **Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms:** The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women’s business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.
14. **Debarment and Suspension:** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the Office of Management and Budget, more commonly known as “OMB,” guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the District with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
15. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
16. **Right to Inventions Made Under a Contract or Agreement:** If District’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.
17. **Vendor Qualifications:** Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of the District, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:
 - a. **Product Line:** It must be clearly evident to the District that a bidder is capable of prompt delivery of all items on the list to be awarded to the bidder.
 - b. **Bidders Evidence of Responsibility:** A bidder may be required to furnish evidence in writing that the bidder (a) maintains a permanent place of business, (b) has adequate equipment, finances and personnel to furnish satisfactory and expeditiously the items bid, and (c) is an authorized dealer which is authorized to provide all necessary services and warranties for the items bid.
 - c. **Facilities and Equipment:** Bidders must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be applied, as recommended and as may be amended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accordance

with the Association of Food and Drug Officials (AFDOS) Code as recommended by the United States Food and Drug Administration. District shall have the right, but not the obligation, to monitor all processes and controls in accordance with, and as required by, current Hazard Analysis and Critical Control Points (HACCP) regulations.

- d. **Sanitation Requirements:** District may, but shall not be obligated to, inspect bidder facilities prior to bid award, and the awarded vendor's facilities on a routine basis. Facilities and operating practices must be in compliance with the United States Food, Drug, and Cosmetic Act, as may be amended, and all applicable federal, state and local laws and regulations.

18. Standard Contract Conditions

- a. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial in the Lancaster County, Pennsylvania, Court of Common Pleas.
 - b. Awarded Vendors providing services under a contract herewith assure District that they conform to the provisions of the Civil Rights Act of 1964, as amended.
 - c. District is tax-exempt. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
 - d. Deliveries under the contract must be free of excise or transportation fees and taxes, except when such a fee or tax is included in the bid price and participants are not exempt from such levies.
 - e. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor's performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. Additionally, all applicable federal, state and local laws and regulations shall be deemed to be part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.
 - f. Product Protection Guarantees. School districts have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded vendors are expected to take immediate action to correct any situation in which product integrity is violated.
 - g. Coupons. The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to the CAFCO participants during the course of the contract term.
- 19. Equal employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all CAFCO purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any CAFCO purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.
- 20. Price Change Reviews:** Prices are to remain firm for the specified period for each product category or item as noted on the bid specifications.
- 21. Assignment:** The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from the District.

[END OF SECTION]

Section 6. PRODUCT SPECIFICATIONS

Description	UOM	Quantity
NAPKINS, ROLL, 17X9 INCH, ONE PLY, WHITE, 6000/CASE	CASE	80
FOOD CARRY FRY BOAT, SPECIALTY QUALITY PACKAGING CARRY TRAYS, SIZE - 8.5 X 5 X 2 KRAFT RED PLAID, COMPOSTABLE, RECYCLABLE, PACK SIZE - 500/CASE, SQP# 6195. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. FOUR (4) DELIVERY DATES FOR THIS PRODUCT. SDOL WILL GIVE VENDOR APPROXIMATELY 1 MONTH'S NOTICE FOR REQUEST OF DELIVERY PRIOR TO EACH DELIVERY DATE. BID PRICE MUST BE HONORED UNTIL MARCH 31, 2024.	CASE	3000
CAFETERIA TRAY, HUHTAMAKI 21032, 5 COMPARTMENT TRAY, 8-1/2" X 10-3/8" X 1", 240 PER CASE. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. FOUR (4) DELIVERY DATES FOR THIS PRODUCT. SDOL WILL GIVE VENDOR APPROXIMATELY 1 MONTH'S NOTICE FOR REQUEST OF DELIVERY PRIOR TO EACH DELIVERY DATE. BID PRICE MUST BE HONORED UNTIL MARCH 31, 2024.	CASE	1300
Conserveware Bowl Bagasse Tan, 16 oz, - 7 inch Square - 300/case. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. FOUR (4) DELIVERY DATES FOR THIS PRODUCT. SDOL WILL GIVE VENDOR APPROXIMATELY 1 MONTH'S NOTICE FOR REQUEST OF DELIVERY PRIOR TO EACH DELIVERY DATE. BID PRICE MUST BE HONORED UNTIL MARCH 31, 2024.	CASE	200
Paper Red Check Food Tray, 2 lb. - 1000/case. ALTERNATE QUOTES MUST MATCH SIZE AND WEIGHT SPECS. SAMPLES ARE REQUIRED FOR ALL ALTERNATES. FOUR (4) DELIVERY DATES FOR THIS PRODUCT. SDOL WILL GIVE VENDOR APPROXIMATELY 1 MONTH'S NOTICE FOR REQUEST OF DELIVERY PRIOR TO EACH DELIVERY DATE. BID PRICE MUST BE HONORED UNTIL MARCH 31, 2024.	CASE	30

[END OF SECTION]

ATTACHMENT A. FORM OF PROPOSAL

To: School District of Lancaster
Attn: Renee Ortiz
1020 Lehigh Ave
Lancaster, PA 17602

We, the undersigned, herewith propose and agree to furnish to the participants any item or items at the quoted price.

This proposal is subject to all the terms of the Request for Proposals, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to proposal opening, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us.

We understand that the School District of Lancaster reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any bids.

The undersigned certifies to having read the Request for Proposal, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening and offers to furnish supplies and/or materials as specified to the District in exact accordance with these specifications and conditions at the prices stated on the attached forms and/or electronic proposal submission.

Date: _____

Name of Company: _____

Name & Title of authorized Bidder (printed):

Address: _____

Telephone: _____

Fax: _____

Email: _____

Authorized Signature: _____

ATTACHMENT B. NON-COLLUSION AFFIDAVIT

Bid/RFP Number: _____

State of: _____

County of: _____

I state that I am _____ (title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by School District of Lancaster in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from School District of Lancaster of the true facts relating to the submission of bids for this contract.

Signature: _____

Name and Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ____ DAY OF _____, 20 ____

Notary Public

My Commission Expires: _____

ATTACHMENT C. ADDENDUM ACKNOWLEDGEMENT FORM

Indicate below your confirmation of all addendums received for the above aforementioned bid. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

We hereby confirm receipt of all addendums indicated below in response to BID 3725: Cafeteria Paper & Plastics 2026-2027

ADDENDUM #1

Date_____

Signature_____

ADDENDUM #2

Date_____

Signature_____

ADDENDUM #3

Date_____

Signature_____

ATTACHMENT D. MINORITY BUSINESS ENTERPRISE TYPE

Indicate below if your organization is considered a minority business enterprise (MBE), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

Vendor Name: _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB
- Not Applicable

Supplier or Subcontractor _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB
- Not Applicable

Supplier or Subcontractor _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB
- Not Applicable

Date _____

Signature _____