

Request for Proposal



2018

REFUSE COLLECTION AND DISPOSAL SERVICES

2500 Hayford Road
P.O. Box 237
Roaming Shores, Ohio 44084

INVITATION FOR BIDS

Sealed bids are invited and will be received by the administration of the Village of Roaming Shores (Village), Ashtabula County, Ohio, 2500 Hayford Road, P.O. Box 237, Roaming Shores, Ohio until 11:00 a.m., on **Wednesday, December 13, 2017** and at that time shall be opened, and publicly read, for furnishing:

EXCLUSIVE RESIDENTIAL REFUSE COLLECTION, DISPOSAL AND RELATED SERVICES, INCLUDING A ONCE-A-YEAR VILLAGEWIDE CLEAN-UP IN THE VILLAGE OF ROAMING SHORES, OHIO.

Copies of the bid documents, including bid specifications, are on file for public inspection and may be obtained at the village administrator's office in the village hall or at www.roamingshoresOH.gov.

Bids are to be submitted on the bid forms provided in the bid documents. Each bid must contain the name and address of each person, company or corporation interested in the same, shall state whether individual, partnership or corporation.

Each bid shall be enclosed in a sealed envelope, plainly marked on the outside: **ROAMING SHORES REFUSE COLLECTION AND DISPOSAL SERVICES**, and shall bear the name and address of the bidder.

The winning bidder will have thirty (30) days to sign a contract, and no bids may be withdrawn for a period of forty-five (45) days from date of the opening.

The village reserves the right to reject any or all bids, to waive any informalities and/or irregularities in any bid, to request additional information, and to accept any bid, consistent with law, deemed in the best interest of and most favorable to the village.

LEGAL NOTICE

Sealed bids will be received by the Village of Roaming Shores, 2500 Hayford Road, Roaming Shores, Ohio 44084 until 11:00 a.m., Wednesday, December 13, 2017 and at that time shall be opened, and publicly read, for furnishing:

EXCLUSIVE RESIDENTIAL REFUSE COLLECTION, RECYCLING, DISPOSAL AND RELATED SERVICES, INCLUDING A ONCE-A-YEAR VILLAGEWIDE CLEAN-UP IN THE VILLAGE OF ROAMING SHORES, OHIO.

Copies of the bid specifications are on file for public inspection and may be obtained at the village administrator's office or at www.roamingshoresOH.gov. The Village reserves the right to accept or reject any or all bids and to waive all informalities in the bids and to negotiate and accept any bid deemed most favorable.

KEVIN GRIPPI, ADMINISTRATOR
VILLAGE OF ROAMING SHORES, OHIO

Publish: The Star Beacon
Thursday, November 24, 2017
Wednesday, November 29, 2017
Thursday, December 7, 2017

DEFINITIONS

For the purposes of this bid specification, the following words and phrases shall have the following meanings at the time of the contract.

Alternates. An additional service for which a value or price shall be provided by the Contractor.

Commercial Waste. All rubbish, trash, refuse, and garbage of any kind generated in any business or commercial setting, including marinas, construction sites, condominiums, multi-family residences/apartment complexes which rent to two or more families.

Contractor. Refuse hauler (no sub-contractor)

Direct Billing. The direct collection by the contractor from the customer of monthly, bi-monthly, quarterly or yearly fees in return for garbage disposal services (the Village would not be a party).

Garbage. All perishable vegetable and animal food wastes and other non-recycling items.

Materials Recovery Facility. A facility for the collection, sorting, processing, and transfer or sale of recyclable materials for the purpose of reclaiming materials.

Refuse. Garbage and rubbish

Residential. Single-family residence

Residential Waste. All rubbish, trash, refuse and garbage of any kind generated from residential single-family homes.

Rubbish. All household or commercial waste, other than garbage.

Service. The collection and proper disposal of garbage, rubbish and recyclables.

BID SPECIFICATIONS

1. **Proposals.** Bidders will submit their proposals for the collection and removal of all acceptable refuse from single-family residential dwellings within the Village.
2. **Fee Options.** The bids must include a volume based fee system (a charge per bag or per container) for refuse collection. This will allow residents an opportunity to select the option best suited to their specific needs.
3. **Reporting.** When requested, the contractor shall be required to submit to the Village of Roaming Shores a report indicating total tonnage of garbage collected and disposed.
4. **Customer List.** The administration shall provide the selected contractor with a potential customer list. Conversely, upon the request of the administration, the selected contractor will provide the Village with a current list of those customers being serviced.
5. **Exclusive.** The contractor will have the exclusive rights to haul all residential refuse within the Village of Roaming Shores.
6. **Village Property Waste Collection.** Contractor shall be required to provide weekly refuse collection as outlined below to the Village at no cost:
 - One 1-cubic yard dumpster at the Waste Water Treatment Plant, 2565 Rome Rock Creek Road; and
 - One 65 or 96 gallon cart at the Village Hall, 2500 Hayford Road.
7. **Residential Bag Program.** The contractor shall provide a bag program quoted at: **PRICE PER BAG** for part-time residents or seniors, limited to no more than two bags a week. The individual customers may purchase bags from the Village Hall or vendor(s) designated by the contractor.
8. **Collection Dates & Times.** Collections shall be on one day per week on Monday or Tuesday and not commence until after 8:00 a.m.
9. **Collection Locations.** All collections are to be made from the curb line (e.g., no zig-zagging and two-siding unless authorized) unless premium walk-up services are purchased. Empty containers shall be returned to the curb without damage and as not to block mailboxes or obstruct driveways and sidewalks.
10. **Types of Vehicles.** The contractor shall identify the make and model year of garbage trucks (packers) used for the collection of garbage and other refuse, and the adequacy and availability of such equipment. The bidder shall also be able to show adequacy of back up (reserve) equipment in case of equipment failure to that equipment, which is assigned to fulfill the requirement of this contract. Failure to use and to continue to use said equipment during the term of the contract shall be deemed sufficient reason for termination of the contract by the Village.
11. **Equipment Ownership.** The Village may demand that the bidder submit a bill of sale or other proof showing equipment ownership. Should the bidder, upon request, fail to show his equipment for inspection or the availability of such equipment to the mayor or if his/her designee should find said equipment is not satisfactory and sufficient to do said work, the Village than shall have the right to reject the on the grounds the bidder is not responsible.
12. **Customer Service.** The collection and disposal of refuse shall be accomplished in such a manner so no nuisance shall be created thereby. Anytime refuse is not collected by the

contractor on the regular day of refuse collection as scheduled, the contractor shall notify the mayor or his/her designee as to the reason and anticipated length of delay. At any time the contractor falls behind the regular collection schedule for a period of one (1) day the Village may, at its discretion, cause refuse to be collected by any means available. Full cost of such collection, including any administration costs, shall be at the expense of the contractor. Further, the contractor shall notify the Village of delays in service of over 24 hours.

13. **Personnel.** In the performance of the collection and disposal of garbage and refuse material, the contractor shall provide adequate personnel to operate such enclosed garbage truck.
14. **Uniforms.** Each employee of the contractor, while engaged in the collection of refuse in the Village, shall wear a uniform, which uniform shall display the name of the contract hauler and shall have affixed thereto a badge or emblem that adequately identifies the employee.
15. **Vehicles.** Trucks used in the collection of refuse shall be painted a common color and shall further display the name of the contract hauler. Every truck used in the collection of refuse shall have similar to the type of lights found on road construction equipment. One of the lights shall be mounted on the cab and second light shall be mounted at the rear of the truck. Both of the lights shall be in operating condition at all times. Every truck shall comply with all applicable laws, rules and regulations governing its use, operation and safety.
16. **Accessibility & Payments.** The contractor shall be available to receive phone calls between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. An answering service shall be deemed insufficient to comply with this provision. Also, an online payment option must be available for customers to use.
17. **Complaints.** The foreman or other responsible party for the contractor(s) shall notify the office of the mayor or his/her designee of all complaints referred to the contractor within seven (7) days of the lodging of the complaint.
18. **Persistent Complaints.** The foremen or other responsible party for the contractor shall submit a written report within ten (10) days of the lodging of the complaint to the mayor's office on the effort made to rectify the complaint. The mayor or his/her designee shall determine whether the corrective action taken by the contractor was sufficient, taking into consideration the practices of good standard health requirements as required by ordinance or the State of Ohio.
19. **Final Destination.** The garbage and refuse material collected herein shall be delivered to and placed in a disposal area selected by the contractor and which is approved as a disposal site by the Environmental Protection Agency of the State of Ohio, of the Department of Health. A copy of a current letter or license of site approval must accompany each bid. The contractor shall fully comply with all applicable laws, rules and regulations relating to the collection and disposal of refuse. The name and address of the landfill and recycling facility must accompany the bid.
20. **Public Health.** It is expressly understood the diligent execution of the terms of this contract is extremely important to the preservation of the public health and, upon default of the contractor, the Village reserves the right to immediately employ the necessary human resources and equipment to remove the said material and to charge the cost incurred thereof to the contractor, holding the contractor and his surety, fully liable and responsible for said cost.
21. **Termination.** Either party may terminate this agreement for cause provided the party claiming default provides written notice to the defaulting party and provides such defaulting party thirty (30) days to cure the default. This termination provision is included due to the interest of the Village in the public health and welfare of the inhabitants which necessitates this contract be carried out strictly according to the letter and spirit of the terms herein set forth. To have a contractor violate this contract would threaten the public health, welfare and safety of the Village of Roaming Shores.
22. **Starting Date.** The contact shall start as soon as practicable after **April 1, 2018** and

terminate on **March 31, 2023**.

23. **Contract Term.** Each bidder is asked to submit a proposal for a five (5) year term with an option for a mutually agreed upon year extension after two-years. Bids are to be submitted on the bid forms provided in the bid documents. Each bid must contain:
 - The full name and address of each and every person, company or corporation interested in the same; and
 - State whether individual, partnership or corporation.
24. **Bid Procedure.** Each bid shall be enclosed in an envelope, plainly marked on the outside: **ROAMING SHORES REFUSE COLLECTION AND DISPOSAL SERVICES** and shall bear the name and address of the bidder. If the bid is submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope, addressed and marked as indicated above. The winning bidder will have thirty (30) days to sign a contract upon notification, and no bids may be withdrawn for a period of forty-five (45) days from date of the opening of the sealed proposals.
25. **Award.** It is anticipated the apparent low bidder will be identified soon after the bid opening and a contract issued within 30 days of the bid opening. The Village reserves the right to reject any or all bids, to waive any informalities and/or irregularities in any bid, to request additional information, and to accept any bid, consistent with law, deemed in the best interest of, and most favorable to, the Village.
26. **Successful Bidder.** The contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Village to the successful bidder by certified mail, return receipt requested. Thereafter, the successful bidder shall enter into and execute a contract for the services provided for herein, as proposed by the Village, within thirty (30) days from the receipt of such formal notice. The successful bidder to whom the contract shall have been awarded will be required to execute two (2) copies of the contract on a form to be mutually agreed upon by both parties to said contract. The Village reserves the right to accept or reject any or all bids and to waive all informalities in the bids and to negotiate and accept any bid deemed most favorable.
27. **Failure to Execute.** In case of the refusal or failure of the successful bidder to execute said contract within thirty (30) day's from the date of receipt of the formal notice of award, the bidder will have abandoned his rights and interests in the award, and the work will be re-advertised for bids, as the Village may elect.
28. **Opt Out.** The Village reserves the right to opt out of the agreement within the first year of the contract if there are problems with billing or pick-ups that cannot be resolved by good faith negotiations between the Village and the contractor.
29. **Hold Harmless.** The Contractor shall indemnify, save absolutely harmless, and exempt the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees incident to any work done in the performance of this contract including but not limited to any willful or negligent act or omission of the Contractor, its officers, agents, servants and employees.
30. **Insurance.** The Contractor shall at all times during the term of the contract maintain in full force and effect Employer's Liability, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the above paragraph. All insurance shall be by insurers and for policy limits acceptable to the Village. Before commencement of work hereunder the contractor agrees to furnish the Village certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation: "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certification is executed and are in force at this time the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate

holder."

31. **Cancellation.** In the event of an insurance policy cancellation or material change, the Contractor shall re-secure the renewal immediately or substitute another policy equal to the requirements set forth below, and before the original policy lapses. Failure to do so will result in contract cancellation by the Village.
32. **Insurance Limits.** For the purpose of the contract, the contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY	
Employer's Liability	\$1,000,000.00	
Bodily Injury Liability	\$1,000,000.00	Each Occurrence
Except Motor Vehicle	\$1,000,000.00	Aggregate
Property Damage Liability	\$1,000,000.00	Each Occurrence
Motor Vehicle Bodily Injury Liability	\$1,000,000.00 \$200,000.00	Each Person Each Occurrence
Motor Vehicle Property Damage Liability	\$1,000,000.00	Each Occurrence
Excess Umbrella Liability	\$1,000,000.00	Each Occurrence

33. **Performance Bond.** The contractor shall be obligated to provide the Village with a performance bond in the amount of one hundred percent (100%) of the first-year proposal price. The bond shall be submitted to the Village prior to contract execution. Premium for the bond shall be paid for by the contractor and shall be good for the length of the contract.
34. **Worker's Compensation.** The contractor shall, at all times during the contract, maintain in full force and effect Worker's compensation insurance coverage as required by the Industrial commission and Bureau of Workers' Compensation, State of Ohio. Before commencement of work hereunder, the Contractor agrees to furnish the Village a copy of a current certificate of premium payment issued by the State of Ohio, and to regularly update this certificate during the term of the contract.
35. **Substitution.** The contractor shall not assign, underlet, or sublet this contract or any part thereof, without the prior written consent of the Village of Roaming Shores, and in the event that such consent of the Village is obtained, the contractor and its surety shall continue to be liable for the faithful performance of this contract for the remainder of the term.
36. **Present Practices.** The contractor shall, before submitting a proposal, familiarize himself with the present practices of refuse collection in the Village. It is the express purpose of the Village not to have any of the current standards diminished as a result of the Village contracting this service. The present collection practices generally observed at this time can be expected to be the same as those to be observed throughout the term. The spilling of litter or refuse occurring either during the collection or during the hauling is detrimental to the public health and will not be permitted. The contractor must comply with all ordinances, rules and regulations governing refuse collection and disposal service.
37. **Disclosure.** Every proposal must contain the full name and address of every person, firm, or corporation interested in the proposal. If a corporation, the proposal must disclose the name of the state in which it is incorporated, and the full name and address of the president and secretary. If a partnership, the proposal must disclose the firm name and address and the full name and address of each and every partner.
38. **Information to Include.** No bid will be considered unless the bidder submitting the same

shall furnish evidence satisfactory to the Village that he has the necessary equipment, ability, experience, and financial resources to fulfill the conditions of these bid specifications and the contract. Previous experience and responsibility if the bidder will be considered in making this determination, as will the information supplied on the information sheets, to be submitted with each bid, in addition to any other information, which the Village may request in order to make the above determination.

39. **Information Sheet.** The information sheet, to be submitted by each bidder with each bid, shall include the following:
- A. All exceptions to the bid specifications, indicating all instances where the bid proposal does not comply with such specifications;
 - B. An itemized list of the bidder's equipment available for use on the contract. The list shall also include back-up or reserve equipment, and indicate where the equipment can be inspected;
 - C. Location and information regarding the sanitary landfill to be used for disposal of refuse collected; and
 - D. A list of names of other Ohio Municipalities with which the bidder has a current contract or has had a recent contract, indicating the name, title, and telephone number of responsible officials who may be contacted for information regarding such contract experience.
40. **Prices.** Each bidder is required to provide a unit price bid for a tier volume based rate schedule for residential service containing at least six (6) volume based trash-hauling selections.
41. **Volume Based.** It is understood and agreed the bids shall be based on a tier volume based unit price per month for providing service, for accounts as designated and identified in Paragraphs 1 and 2 of these bid specifications.
42. **Large Items.** Pick-up and removal of large items (stoves, sofas, etc.) shall be arranged directly between the customers and hauler for an additional fee to be paid by the resident.
43. **Term.** The contract period shall be for a five (5) year period with an option for a mutually agreed upon two year extension after two years. The bid specifications as listed in the bid documents shall become a part of the contract and shall be strictly adhered to.
44. **Lowest & Best.** While the language contained in some of the above specifications has been set forth to present a standard that is to be met by a prospective successful bidder, nonetheless, nothing therein shall be construed to impose any limitations upon the right of the Village of Roaming Shores to award a contract to the bidder it determines to be the lowest and best bidder. The Village reserves the right to negotiate with any bidder it considers to represent the lowest and best bid.

BIDDING INSTRUCTIONS

Complete the forms on pages 9 through 14 and submit the information as part of your proposal. Further, take into account paragraphs 1 through 44 and also understand residents are now billed directly by a contractor for refuse hauling. The contractor must bid on Proposal #1 and Proposal #2.

Proposal 1: Hauling & Direct Customer Billing. Provide the cost of residential solid waste hauling/curbside recycling and performing direct resident customer billing for customers residing in the Village. This proposal

must include a **\$7,000 franchise fee** paid to the Village by the contractor not later than **April 1st** of each year. Trash carts for customer use will be provided by the contractor.

Proposal 2: Fixed Location Village wide Clean-up. Provide the cost of a fixed location villagewide clean-up for the collection and disposal of rubbish and larger items such as appliances, couches, etc., which will be located near the Rome Rock Association’s Clubhouse parking lot driveway and scheduled for the first Saturday in May of each year for both the Village’s residential and two commercial customers (one restaurant and the marina). The contractor will be responsible for dropping off a minimum of eight (8) 40 cubic yard roll-off dumpsters for waste and one (1) 40 yard dumpster for recyclable metal at the above location, picking-up the receptacles and then disposing of the contents. If more than eight roll-offs are required for the clean-up the additional containers will be provided by the contractor at no cost to the Village. The fee for providing this service will be included in the solid waste hauling contract and incrementally paid by the customers through regular trash collection rates.

A. The clean-up shall be held once during the calendar year on the first Saturday in May and will begin at 8:00 a.m. and conclude at 12:00 noon and will be run 100% by community volunteers.

B. For the purposes of calculating cost and price, approximately eight (8) 40 yard roll-offs with a total of 32 tons during the 2017 annual clean-up. Seven of the roll-offs were filled with loosely packed residential refuse while one receptacle was used exclusively for metal.

PROPOSAL 1 -- HAULING & DIRECT CUSTOMER BILLING

Price the options below by completing the blanks with dollar values, gallon sizes or “N/A”. The rates must be all inclusive and include fuel surcharges. Do not modify or alter the form. The normal refuse collection excludes annual villagewide clean-up. All trash carts and recycling bins must be provided by the hauler. Recycled materials are to be collected bi-weekly with regular pickup. Allowed recycling materials include plastic, corrugated cardboard, aluminum, newspapers and chipped board (i.e., cereal boxes). While the village is requesting a menu of services, there will be only one exclusive hauling vendor. Also, upon meeting a subscription rate of 50% (i.e. roughly 300 customers) curbside recycling will be offered to customers.

<u>NUMBER OF CONTAINER(S)</u>	<u>FIVE-YEAR CONTRACT</u>				
	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>
1. One approx. 65 gal. trash cart	_____	_____	_____	_____	_____
2. One 65 gal. cart w/walk-up	_____	_____	_____	_____	_____
3. One approx. 96 gal. trash cart	_____	_____	_____	_____	_____
4. One 96 gal. cart w/walk-up	_____	_____	_____	_____	_____
5. One curbside 65 gal. recycling	_____	_____	_____	_____	_____

Cart (bi-weekly pick-up) _____

6. Optional per bag service _____

OFFICER'S NAME & TITLE: _____

OFFICER'S SIGNATURE: _____

DATE: _____

PROPOSAL 2 -- VILLAGEWIDE ANNUAL CLEAN-UP

Scheduled each year for customers on the first Saturday in May and located near the entrance of the Rome Rock Association's Clubhouse parking lot at the end of Rome Rock Boulevard. Previous years have required the use of eight (8) 40-yard roll-offs. If more than eight roll-offs are required for the clean-up the additional containers will be provided by the contractor at no cost to the Village. The fee for this service will be included in the hauling contract and incrementally paid by the customers through regular trash collection rates.

1ST YR **2ND YR** **3RD YR** **4TH YR** **5TH YR**

1. Annual Cleanup Cost _____

OFFICER'S NAME & TITLE: _____

OFFICER'S SIGNATURE: _____

DATE: _____

STATEMENT OF QUALIFICATIONS

I. GENERAL STATEMENT TO COVER

1. Years in business: _____

2. Types of solid waste disposal engaged in: _____

3. Contracts with municipalities previously held, now held:

Community Name	Address	Phone #	Contact Person
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II. FACILITIES

1. List addresses for office, landfill & recycling facility:

2. Buildings – garages, etc.:

3. Repair facilities, etc.:

III. EQUIPMENT

1. Number of packers: _____ owned: _____

Rented: _____

a) Size and condition:

b) Age of Packers: _____

2. Spare packers used only for emergencies:

3. Other equipment to support operation: _____

4. Total number and type of vehicles to be assigned in the delivery of services to the Village of Roaming Shores, Ohio:

V. PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS

1. Packers radio or cell phone equipped? YES _____ NO _____

2. Trucks clearly labeled? YES _____ NO _____

2. Has your company, in the last five (5) years, been cancelled or terminated from a contract with a municipality?

YES _____ NO _____

If yes, please describe in full the circumstances:

4. Do you have the capability to direct bill our customers?

YES _____ NO _____

6. Other qualifications:

Village of Roaming Shores HOLD HARMLESS AGREEMENT

_____ agrees, to the fullest extent permitted by the law, to indemnify and hold harmless the Village of Roaming Shores and its respective officers, agents, and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the work under the contract, providing that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of anyone directly employed by _____, or anyone for whose act _____ may be liable. In addition, _____ shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the Village or any of its officers, agents and employees.

The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under Worker's compensation acts, disability benefits act or other employee benefits act.

VILLAGE OF ROAMING SHORES, OHIO BID SPECIFICATIONS DOCUMENTS LIST

Initials of the official representative of the bidder on the blank to the left signifies that the corresponding information, forms, and attachments which have been submitted with this bid.

___ BID PROPOSAL FORMS/WORK SHEETS

___ STATEMENT OF QUALIFICATIONS AND SUPPORTING DOCUMENTATION

___ HOLD HARMLESS AGREEMENT

___ LIST OF REFERENCES

___ WORKER'S COMPENSATION CERTIFICATE

___ REQUIRED PROOF OF INSURANCE AND CERTIFICATES OF INSURANCE

___ FINANCIAL STATEMENTS

Village of Roaming Shores WASTE HAULER INFORMATION

(Based on 2010 Census Figures)

POPULATION: 1,508*
(*Higher during the Warm months, weekends & holidays)

PEAK SUMMER POPULATION:
Approx. 10,000 (July 4)

SIZE: 2.08 sq. mi.

ROADS: 27-miles

LAKE: 550 acres – the largest private lake in Ohio



MEDIAN FAMILY INCOME:
\$71,322 (2009)

ESTIMATED MEDIAN HOUSEHOLD VALUE:
\$164,617

NUMBER OF HOMES: 1,000 (and growing)

Approximate Number of HAULING ACCOUNTS: 600

- 146 – 2 containers
- 112 – 4 containers
- 260 – 1 cart
- 31 – 2 carts
- 51 - bags



DISCLAIMER: The Village of Roaming Shores presents such information solely as an approximation and takes no responsibility for any inaccuracies in the data. Bidders are responsible for making determinations on their own.