

Request for Proposal

Damage Information Reporting Tool
Analysis and Reporting of Data

BACKGROUND

The Common Ground Alliance (CGA) seeks to engage a professional services contractor to assist in the statistical analysis of data collected relating to underground facility events in the United States & Canada (events refer to an actual damage as well as incidents that could have led to a damage); production of a written report, charts and tables describing and analyzing the data; and on-line visual analytics, all of which to be available to the general public and interested stakeholders.

CGA is a non-profit organization that receives financial support from stakeholders including the owners of underground utilities (oil and gas pipelines, electrical power lines, water systems, telecommunications lines, cable television systems and others), excavators, one call centers, equipment manufacturers, the insurance industry, government regulators, the general public and the federal government through the U.S. Department of Transportation, Pipeline & Hazardous Materials Safety Administration (PHMSA).

CGA was created, in part, to promote the concept that damage prevention is a shared responsibility and that it is in the public interest to ensure the safety, environmental protection and utility service reliability of underground facilities. Damage to underground utilities can result in deaths and injuries to individuals, damage to property and the environment, utility service interruptions and disruptions due to evacuations and road closures.

In order to fully understand the complex issues surrounding underground facility damages on a national scale, thorough analysis of a large volume of data is required. The primary purpose in collecting and analyzing underground facility event data is to identify the factors that contribute to damages, and how action by stakeholders can prevent them in the future. Data collection will allow CGA to identify root causes, perform trend analysis, and help educate all stakeholders so that damages can be reduced through effective education, public awareness and industry standards and/or practices.

The CGA has developed a Damage Information Reporting Tool (DIRT) – a secure web application for the collection and reporting of underground damage information. The DIRT system allows users to submit damage reports as well as near miss information (or information on events that could have resulted in a damage) and is open to all stakeholders in the United States and Canada. DIRT was made available to all stakeholders in December 2004, and has accumulated over 2,000,000 records to date.

The system is designed to be unbiased, anonymous and confidential. Users from one organization or company are not permitted to see the data of another party without permission. As confidentiality and anonymity of data submitters is of utmost importance, execution of a confidentiality agreement will be required.

SCOPE OF WORK

The CGA is seeking a professional services contractor to analyze and report on the data collected for events that occurred in calendar year 2017. Analysis will include review of data for calendar year 2017, comparison to previous years and overall trend analysis. The initial Scope of Work will be for the 2017 report. If that project is acceptable to CGA, the Scope of Work can be expanded and renewed by CGA to cover the 2018 and 2019 report(s). The Scope of Work should be viewed as three independent engagements with the goal being that the successful bidder would prepare all three reports. The CGA seeks pricing from the bidder for these three projects (2017, 2018 and 2019).

The CGA has worked with professional services contractors for the 2004-2016 reports. Copies of these reports are available on CGA website or by request. However, bidders are not limited to the exact methodology and formats used for previous reports, and may propose alternative approaches as part of their proposal.

The successful bidder should have experience with applicable statistical methods and should become thoroughly familiar with each of the data fields, as well as underlying guidance material. The DIRT User's Guide, available for download (for details see Bid Process/Additional Information), describes each of the data fields captured by DIRT and provides guidance on how the data should be entered. An important part of the data analysis and reporting expected of the successful bidder will be to identify correlations between the various data fields.

The bidder should anticipate attendance of 7-8 conference calls of 1-2 hours in duration (with the conference call costs paid by CGA), the issuance of the deliverables, responding to emails from CGA in connection with the Scope of Work, and being available by telephone for questions from CGA at the completion of the project for a summary conference. Although not currently anticipated, the bidder should submit their daily rate to attend face-to-face meetings with CGA, should that process be necessary. The CGA would pay any reasonable travel costs associated with such meetings.

DELIVERABLES

MAIN PROPOSAL

- **Summary of Statistics:** Report on insightful analysis of the data for the specified calendar year. Provide a comparison of data from the specified calendar year to previous years collected. In addition to the information included in past reports, the analysis should include, but is not limited to:
 - Estimated total number damages across the United States and Canada based on data collected.
 - Field-by-field analysis within DIRT.
 - Cross referencing between the fields (analysis of relationship between two or more fields).
 - Identification and analysis of metrics. The CGA would like to have information on industry benchmarks that we can start to measure our data against such as

housing starts, incoming and outgoing one call tickets, miles of pipeline, miles of cable placed, construction dollars spent, population growth, etc. This may include external research to identify sources and gather information.

- Comparison and integration of DIRT data to other available industry data sets such as one call center statistics, U.S. Department of Transportation data, etc.
 - Analysis of data with respect to specific state laws/rules.
 - Work with committee to identify meaningful conclusions and recommendations for readers.
- **Written Report (*Includes Drafts and Final Versions*):** Report describing and analyzing the data. It is understood that this report will be available to the public and stakeholders and should be written at a level understandable to persons lacking statistical and/or damage prevention backgrounds. In addition, consistent with the confidentiality concerns discussed above, it is understood that the data analysis and reporting will use aggregated data and will be reported in a manner such that the identity of any data submitter(s) cannot be determined.
 - **Web Report:** Web-ready information analyzing the data on a field-by-field basis. These additional charts (and analysis) will only be available electronically for review or to download.
 - **Online Visual Analytics Such as Tableau Dashboards:** For the 2015 and 2016 Annual DIRT Reports, CGA supplemented its written report with an online interactive dashboard utilizing Tableau software, which can be accessed on CGA's website. CGA's desire is to continue to provide this feature or equivalent. Again, bidders are not limited to the exact methodology and formats used for previous reports, and may propose alternative approaches as part of their proposal

OPTIONAL PROPOSAL: The visual analytics associated with the 2015-2016 reports aggregates all the U.S. and Canada data, and allows filtering by states/provinces for some data elements. CGA is contemplating making visual analytics available to individual companies, of their own data, subject to security and confidentiality protocols. Bidders are invited to propose solutions and cost estimates to achieve this result.

REPORT SCHEDULE

The following is a general schedule intended to give bidders a sense of CGA expectations. The schedule is subject to slight modifications. It is anticipated that the successful bidder will have frequent interaction, via meetings or conference calls, throughout the process with members of CGA staff and committee who will provide input, oversight and guidance.

Draft schedule – Subject to Modifications:

- March 31, 2018: Final deadline for companies to submit 2017 data into DIRT.
- April 15, 2018: Data set to be provided to the consultant no later than this date.
- May 15, 2018: Initial evaluation complete and findings reported to CGA.
- June 15, 2018: Draft written report and visual analytics submitted to CGA.

- June 2018: Iterative updates to report and visual analytics based on consultations with CGA staff and committee through electronic communications teleconferences. Final draft report complete.
- Mid-July 2018: Final report submitted to CGA for publication.

BID PROCESS

For Additional Information: Bidders may register within the DIRT test environment – <http://sandbox.cga-dirt.com/damagereporting.org>. At this site, bidders can obtain the offline field form, bulk upload specification, DIRT User’s Guide.

To express an interest in becoming CGA’s contractor for this Scope of Work, please submit the following:

- A statement of capabilities relative to the goals of the project as described above.
- A description of any relevant prior experience. CGA may request contact information for references.
- An outline of the intended approach to the Scope of Work.
- An outline of the proposed analysis and reporting methodology to be used by CGA in receiving this work from consultant and presenting it to the public.
- An outline of pricing and proposed billing method for the Scope of Work in the form of one of the following: hourly rate, monthly retainer with minimum hours, combination structure, or flat rate. It is the expectation of CGA that the proposal shall have a project price which consultant agrees not to exceed for performing the Scope of Work. If CGA requires consultant to travel relating to the performance of the scope of work, CGA shall reimburse consultant for all reasonable travel costs. Consultant shall in its proposal include a per day rate in the event CGA desires to have consultant perform services on that basis or to travel to attend meetings in connection with performing the Scope of Work.

The successful bidder shall enter into a written agreement with CGA encompassing not only this RFP and the proposal submitted to CGA but also the **attached “Services Agreement” contract terms**. If you would like to request any modifications to the attached contract terms, please submit with your proposal. The successful bidder shall also assign all intellectual property rights to deliverables, including, without limitation, copyrights, to CGA in accordance with the attached contract terms.

Submitting Proposals:

Proposals **must** be submitted electronically by November 10, 2017 at 5:00PM (Eastern).

Submit an electronic copy of your proposal to:

<http://commongroundalliance.com/dirt-report-request-proposal-oct-2017>

(Electronic confirmation of receipt of proposal will be sent following submittal)

Questions: Send any questions related to the scope of work or RFP to dirt@commongroundalliance.com. Please specify “DIRT RFP” in the email subject.

DIRT RFP ATTACHMENT – Standard Services Agreement

Please submit any requested changes to this agreement with your proposal.

CGA STANDARD SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made on this ____ day of _____, 20__ (“Effective Date”), by and between _____, a _____ corporation [or limited liability company] (“Contractor”) and Common Ground Alliance, a District of Columbia non-profit corporation (“CGA”). Together, CGA and Contractor are referred to in the Agreement as the “Parties” and, separately, as a “Party.”

WHEREAS, CGA wishes to procure services and products from Contractor under this Agreement; and

WHEREAS, Contractor wishes to perform services for and provide products to CGA under this Agreement,

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement, the Parties agree as follows:

1. SERVICES AND SCOPE OF WORK

Contractor shall furnish the necessary personnel, products, materials, services, facilities, and equipment, and otherwise do all things necessary for the performance of the work (“Services”), as further described in Exhibit A to this Agreement (“Scope of Work”). Exhibit A, Scope of Work, is hereby made a part of this Agreement and is incorporated by reference.

2. PRICES, INVOICES, AND PAYMENTS

For Services that will be performed by Contractor for a period of greater than one (1) month, Contractor shall invoice CGA monthly for Services completed in accordance with the Agreement in the prior month at the prices set forth in the Scope of Work. For Services that will be performed by Contractor for a period of one (1) month or less, Contractor shall invoice CGA for the Services completed in such period in accordance with the Agreement at the prices and times set forth in the Scope of Work. Contractor shall submit all invoices for payment by CGA to CGA’s corporate office at 707 Prince Street, Alexandria, VA 22314.

CGA shall pay all properly submitted, accepted, and correct invoices within thirty (30) days of receipt, unless a different payment timetable greater than thirty (30) days is specified in the Scope of Work. In no event shall the payment timetable be less than thirty (30) after receipt of the applicable invoice by CGA.

CGA will not reimburse expenses or costs incurred by Contractor in connection with the Services unless such expenses or costs were incurred consistent with CGA policies and procedures and were approved in advance and in writing by CGA. Expenses and costs not approved by CGA in writing and in advance shall be the sole responsibility of Contractor.

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3. TERM AND TERMINATION

Unless a different term is set forth in the Scope of Work, the term of this Agreement shall commence on the Effective Date and terminate in accordance with its terms.

CGA may terminate this Agreement at any time, without cause and for its convenience, by giving Contractor at least thirty (30) days prior written notice of termination. Contractor shall submit a prorated invoice for Services completed in accordance with this Agreement through the date of termination specified in the notice. CGA shall pay this final invoice in accordance with this Agreement.

Each Party may terminate this Agreement, or suspend its performance, for cause, by giving the other Party at least thirty (30) days prior written notice of termination or suspension, unless the cause for termination or suspension is fully corrected within the foregoing notice period. For purposes of this section, “cause” includes one or more of the following: (a) breach of any material term of this Agreement by the terminated Party; or (b) violation of applicable law by the terminated Party. CGA may set off damages, costs, and expenses it incurs in connection with any termination or suspension for cause against any amounts otherwise due Contractor under this Agreement.

Upon any termination of this Agreement, Contractor shall deliver all outstanding deliverables, whether or not completed, through the date of termination, including, without limitation, Work Product, return all Confidential Information of CGA, and return all other property of CGA in good condition and repair.

4. CONFIDENTIAL INFORMATION

Contractor acknowledges that in the course of its relationship with CGA, Contractor will acquire or have access to CGA’s Confidential Information. Contractor acknowledges that CGA’s Confidential Information constitutes a valuable asset of CGA, is proprietary to CGA, and is properly the subject of protection under this Agreement. Contractor agrees to hold CGA Confidential Information in confidence and not to copy, use, disclose, sell, lease, license, assign, transfer, copy or otherwise make available to any person or entity (except as permitted by this Agreement) any of CGA’s Confidential Information during the term of this Agreement or thereafter without the prior written consent of CGA. Contractor agrees to use CGA Confidential Information only for performance of this Agreement and for no other purpose. Contractor agrees to return CGA Confidential Information to CGA, and all copies thereof, upon demand and/or at the termination of this Agreement. Contractor agrees to establish and maintain commercially reasonable safeguards against the destruction, loss, alteration of or unauthorized access to, use, copying, transfer, or disclosure of CGA Confidential Information in the possession of Contractor.

“Confidential Information” shall mean any and all information, whether written, oral, or electronic, that is provided by, through or on behalf of CGA to Contractor, or is otherwise

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acquired by Contractor in the course of performing under this Agreement, about or relating to: any and all current, prospective or former members, directors, officers, employees, contractors, suppliers, or customers of CGA; any and all non-public business, technical, financial, price, cost, marketing, data processing, and trade secret information; any and all Work Product; the Agreement; and any and all other information designated as confidential or proprietary information of CGA, whether or not marked as such by or for CGA. CGA Confidential Information may include information that CGA has obtained from another party, whether or not owned or developed by CGA. CGA, or its other suppliers, is the sole and exclusive owner of CGA Confidential Information, and Contractor has no right or interest therein.

5. GENERAL

Assignment

Contractor will not assign this Agreement in whole or in part without the prior written consent of CGA, which CGA may refuse in its sole discretion. CGA may assign this Agreement in whole or in part by giving notice of assignment to Contractor. Any assignment in violation of this section shall be void and of no effect. Subject to the foregoing, the Agreement shall inure to the benefit of the successors and permitted assigns of the Parties.

Counterparts

This Agreement may be executed in two or more counterparts and by electronic signature and delivered by facsimile, electronic mail, or other electronic means. All such executed documents (including facsimiles) when taken together shall be deemed original and have the same force and effect as a single document.

Governing Law

This Agreement will be construed as having been made in, and will be governed in accordance with the laws of, the Commonwealth of Virginia, excluding any applicable conflict of law provisions. The Parties consent to personal jurisdiction and venue of the state courts located in Arlington County, Virginia for the resolution of disputes arising under this Agreement.

Notices

All notices under this Agreement will be in writing and will be deemed to have been duly given when delivered personally, sent by first class or certified U.S. mail, postage prepaid, or sent by email addressed to the Parties at the addresses set forth in the signature pages of this Agreement. Such notices shall be deemed effective upon receipt if delivered personally, three (3) days after mailing by U.S. mail, or upon confirmation of receipt if sent by email. Either Party may change its notice address information by sending notice in accordance with this section.

Severability

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If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement; rather, the entire Agreement shall be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of the parties shall be construed and enforced accordingly. The Parties shall negotiate in good faith valid, enforceable substitute terms for terms held to be invalid or unenforceable that most closely reflects the intention of the parties under the invalid or unenforceable terms.

Survival

Except as otherwise set forth in the Agreement, all rights and obligations incurred during the term of this Agreement shall survive termination of this Agreement.

Waiver

No waiver of any term, right or obligation under this Agreement shall be effective unless it is in writing and is signed by the Party against whom the waiver is asserted. Any failure to exercise a right under this Agreement shall not act as a waiver of such right in a future instance.

6. INDEMNIFICATION

Contractor, at its sole cost and expense, will defend, indemnify, and hold harmless CGA and its members, officers, directors, employees, and agents (“Indemnified Parties”) from and against all third party claims, suits, actions, demands, damages, liabilities, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs of litigation) brought against, alleged, or incurred by one or more Indemnified Parties (“Claims”) arising from or in connection with (a) Contractor’s negligent acts, omissions, or willful misconduct; (b) Contractor’s breach of any of term of this Agreement; (c) Contractor’s violation of any applicable law, statute, or regulation; (d) Contractor’s violation of any right, interest, or title of any third party, including, without limitation, third party trade secrets, copyrights, trademarks, patents, proprietary information, common law, or other intellectual property rights; or (e) any death, bodily injury or property damage caused or incurred by Contractor. CGA will give Contractor prompt written notice of written Claims received by CGA. Upon such notice, Contractor shall promptly assume the defense of such Claims. CGA and other Indemnified Parties may, at its or their cost and expense, participate in the defense of such Claims. Contractor shall not settle or compromise any Claims without CGA’s prior written consent.

7. INDEPENDENT CONTRACTOR AND TAXES Contractor represents, agrees, and warrants that: (i) it and CGA are independent contractors; (ii) Contractor and CGA do not have an agent/principal, employment, partnership, joint venture or other similar arrangement other than their relationship as independent contractors, and Contractor has no authority to represent or bind CGA; (iii) all persons furnished by Contractor in connection with this Agreement are employees, agents or contractors of Contractor and not employees, agents, or contractors of CGA; (iv) with respect to persons furnished by Contractor in connection with this Agreement, Contractor, and not CGA, is solely responsible for compliance with all applicable employment, labor, and employment-related tax laws, including, without limitation, wage and hour laws,

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overtime laws, collective bargaining laws, and withholding tax laws. Contractor, and not CGA, is solely responsible, with respect to persons furnished by Contractor in connection with this Agreement, for collection, withholding, and remittance of employment related taxes, including, without limitation, Social Security, Medicare, unemployment, withholding, and other taxes. Contractor will furnish information about collection, withholding and remittance of such taxes to CGA upon demand.

CGA will be responsible only for payment to Contractor of sales taxes applicable under law, if any, to products and Services provided and sold by Contractor to CGA under this Agreement. CGA shall have no responsibility for payment of other taxes under this Agreement, including, without limitation, taxes on Contractor's net income, gross receipts, excise taxes, or ad valorem taxes. Contractor will promptly remit such sales taxes paid by CGA to Contractor, if any, to the applicable taxing authorities in accordance with applicable law. Contractor, and not CGA, will be exclusively liable for any penalties, interest and other charges of any jurisdiction and any other fees or costs arising from Contractor's failure to assess, collect, and/or remit any such sales taxes.

8. INSURANCE

Without limiting Contractor's liability to CGA under this Agreement, Contractor, at its sole cost and expense, will provide and maintain, through carriers authorized to do business in the Commonwealth of Virginia or the State where Contractor performs Services under this Agreement, all insurance required by applicable law, including, without limitation, workers compensation, employers liability, and automobile liability insurance, and the following insurance: (i) commercial general liability insurance with products and completed operations coverage with at least the following limits: (a) general aggregate limit of \$2,000,000; (b) products and completed operations aggregate limit of \$2,000,000; and (c) a per occurrence limit of \$1,000,000; and (ii) professional liability insurance, if the Services include professional services, with at least the following limits: (a) \$500,000 aggregate; and (b) \$250,000 per claim. Upon demand by CGA, and before performing any Services under this Agreement, Contractor shall provide CGA evidence of such insurance satisfactory to CGA. Such evidence shall show that CGA is an additional insured under such commercial general liability insurance.

9. LICENSES, PERMITS AND CONSENTS

At all times during the term of this Agreement, Contractor, and its subcontractors, if any, will have and will maintain in good standing all licenses, authorizations, and permits necessary to perform the services and to provide the materials set forth in this Agreement. In addition, Contractor will, at its sole cost and expense, have secured all consents from third parties necessary to its performance under this Agreement, including, without limitation, Contractor's performance of obligations under the Work Product terms of this Agreement.

10. NON-EXCLUSIVE

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This Agreement is non-exclusive. Contractor has no right to provide all the Services to CGA and CGA may provide or procure from others' services similar to the Services.

11. NON-SOLICITATION

Contractor will not solicit for employment any employee of CGA during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement.

12. WARRANTY

Contractor covenants, represents, agrees and warrants to CGA that:

(a) The entering into and carrying out of the terms and conditions of this Agreement will not violate or constitute a breach of any obligation binding upon Contractor; (b) Contractor will comply with all applicable federal, state, and local laws (and all corresponding regulations/directives) in connection with its performance under this Agreement; (c) Contractor has the sufficient skill, knowledge, and training to perform the Scope of Work for CGA and Contractor will perform such Scope of Work in a diligent, timely, and professional manner, and in accordance with the highest industry standards; (d) Contractor has full power and authority to grant the rights granted by this Agreement to CGA without the consent of any other person or entity; (e) CGA has no obligation whatsoever to provide liability or health insurance, or any other benefits provided to CGA employees to persons furnished by Contractor under this Agreement, and none of Contractor's employees will make claims against CGA for such benefits or under applicable laws, including, without limitation, unemployment or workers' compensation laws; and (f) Contractor will not discriminate in its employment practices or otherwise under this Agreement, and will perform Services under this Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, sexual orientation, or other protected classification. Any breach of this non-discrimination covenant shall be grounds for termination of this Agreement by CGA for cause.

13. WORK PRODUCT

All ideas, methods, processes, machines, programming, utilities, materials, documents, reports, studies, filings, copy, marks, names, logos, drawings, artwork, or other information or documentation created or developed by or for Contractor for CGA in connection with this Agreement, whether oral, written, or electronic, will be considered "Work Product." CGA is and will be the sole and exclusive owner of any and all rights, title, and interests in and to Work Product, including, without limitation, all copyrights, patents, trademarks, trade names, trade secrets, common law rights, and other intellectual property. Contractor hereby grants and assigns to CGA, without reservation, all of Contractor's ownership and rights, title and interests in and to Work Product, including, without limitation, all copyrights, patents, trademarks, trade names, trade secrets, common law rights, and other intellectual property rights in and to the Work Product. CGA's ownership, rights, title and interests under this section include, but are not limited to, the exclusive rights to make copies, prepare derivative works from any Work Product, publish, publicly perform, and publicly display the Work Product with full rights to authorize

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others to do the same. CGA's ownership will include all changes and additions to any Work Product, and all derivative works, whether made by CGA, by Contractor, or by other CGA contractors. Contractor will cooperate with CGA's efforts to protect and perfect CGA's ownership of and rights, title, and interests in Work Product, including, without limitation, signing all documents reasonably requested by CGA. Work Product is Confidential Information of CGA.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and it supersedes any other prior or contemporaneous agreements relating to the subject matter. No modification to this Agreement shall be valid unless it is in writing and signed by the Parties. In case of conflicts in terms between the Agreement and the Scope of Work, the Agreement shall take precedence.

[The Parties have intentionally left the remainder of this page blank.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective authorized representatives as of the Effective Date first written above.

CONTRACTOR:

By: _____

Its: _____

Address: _____

Email: _____

COMMON GROUND ALLIANCE

By: _____

Sarah K. Magruder Lyle

Its: President & CEO

Address: 707 Prince Street
Alexandria, VA 22314

Email: sarahl@commongroundalliance.com

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EXHIBIT A—SCOPE OF WORK

[The Scope of Work should include, at a minimum, a description of the following: (a) services, products, and deliverables that Contractor will perform or provide; (b) prices for each service, product, and deliverable and payment intervals, if any, greater than 30 days; (c) performance or completion times for each service, product, and deliverable; (d) additional terms, if any, related to (a)-(c), above.]

CGA’s RFP as well as the Contractor’s proposal will be included in the agreement as the “Scope of Work.”