



GARLAND INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
501 S. Jupiter
Garland, Texas 75042

REQUEST FOR PROPOSAL
CHROMEBOOKS AND CARTS,
PROPOSAL # 316-17

August 11, 2017

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON AUGUST 29, 2017. Mark the sealed return envelope in the lower left hand corner with PROPOSAL#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business)

You are invited to submit a Proposal to provide CHROMEBOOKS AND CARTS to the Garland Independent School District (GISD) from September 20, 2017 (or date of award) through September 30, 2022.

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY

DELIVERY DATE IS _____ Business Days ARO
 (After Receipt of Order)

 Company Name

 Address

 City State Zip

 Authorized Representative Name Title

 Signature

 Printed Name Email Address

 Telephone # Fax #

Mark A. Booker

Mark A. Booker
 Director of Purchasing

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Janet Curtis-Fuller, Buyer at jcfuller@garlandisd.net

The individual listed above may be contacted for clarification of specification(s) only. No authority is intended or implied that specification(s) may be amended or alternates accepted prior to opening without written approval of the Garland ISD Director of Purchasing.

1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to bids@garlandisd.net and a copy to jcfuller@garlandisd.net no later than August 16, 2017 at 12:00 p.m.

1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by August 18, 2017 at 4:00 p.m. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) and all electronic notifications for addendums prior to submitting responses.

1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF PROPOSAL RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.

1.1.5. DELIVERY OF PROPOSAL

Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

Garland ISD Purchasing Department
501 S. Jupiter, Garland, Texas 75042

Proposals submitted via the U. S. Postal Service are to be mailed to:

Garland ISD Purchasing Department
P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all Proposal envelopes as instructed on the front page. Allow sufficient transit time.

NOTE: Delivery of Proposal envelope to other Departments within the Garland Independent School District is not considered as delivery to the Purchasing Department.

1.1.6. SIGNED ORIGINAL

Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above).

1.1.7. LATE SUBMISSIONS

Proposals received at the GISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late proposals.

1.1.8. OTHER FORMS OF SUBMISSION

Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX OR EMAIL YOUR PROPOSALS. Only forms provided by the Garland ISD Purchasing Department may be submitted with this proposal unless written instructions permit additional pages.**

1.1.9. AUTHORIZED SIGNATURE

Proposals must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a "mistake in Proposal", and the Proposal will be rejected as "non-responsive".

1.1.10. NUMBER OF PAGES

All pages of this Request for Proposal are to be returned with your proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

1.1.11. FORMAT FOR PRICING

All prices must be typed or written in ink on the appropriate specification/pricing form(s). Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Proposal. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

1.1.12. MINIMUM QUANTITIES

Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified). The GISD may elect to place several orders during the term of the contract. Proposers must specify minimum order quantities, if any, and are required to hold proposed prices firm for the term of the contract.

1.1.13. WITHDRAWING PROPOSALS

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

1.1.14. DISTRICT LIST OF PROPOSERS

The District's list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request for Proposal marked "NO PROPOSAL". Failure to follow this procedure will result in your firm being removed from the mailing list!

1.1.15. PROPOSAL TABULATIONS

Proposers desiring a Proposal tabulation sheet resulting from this Request For Proposal may visit our web site at <http://www.garlandisd.net/connect/do-business/Proposal-tabulations>. The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

1.1.16. DEVIATIONS

Any and all deviations to this competitive solicitation proposed by the Proposal must be listed on the Compliance Form, not on a cover letter, catalog, etc.

1.1.17. PUBLIC INFORMATION

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.1.18. COPYRIGHT PROTECTION

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their Proposal must review and complete the Confidential Information Declaration & Copyright Authorization Form. Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, proposers grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the Proposal.

1.1.19. POST-SUBMISSION CHANGES

A proposal that has been opened may not be changed for the purpose of correcting an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.

1.2.2. PRINCIPAL PLACE OF BUSINESS

The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident under prices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire)

1.2.3. MULTIPLE AWARDS

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

1.2.4. TIE PROPOSALS/EVALUATION FACTORS

Tie proposals, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth below:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state; and
9. **Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**

10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
www.window.state.tx.us/procurement/prog/vendor_performance

1.2.5. BOARD OF TRUSTEE APPROVAL

Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$75,000) at the earliest opportunity following the official opening date.

1.2.6. ADDITIONS OR IMPROVEMENTS

Proposers and prospective proposers are encouraged to suggest improved product and/or services for future consideration by the District. Any literature/brochures regarding such products or services should be submitted separately from the proposal submitted in response to this Request for Proposal.

1.2.7. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation/Compliance Form.

1.2.8. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

1.2.9. ALTERNATE AWARDS

The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions.

1.2.10. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as "or equal". Failure to do so will result in the rejection of your proposal.

1.2.11. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the first year of the contract. During the

remaining yearly term of the contract, proposed increases may be submitted for approval but shall not exceed the Consumer Price Index for the previous year.

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

By signing this Request for Proposal, the signed proposer affirms and certifies that its company, corporation, firm, partnership or individual's response to this proposal is in all respects compliant with all provisions in this section.

2.1.1. ANTI-COLLUSION AND FRAUD

Proposer affirms that its company, corporation, firm, partnership or individuals response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this proposal.

2.1.2. 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 Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains 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. Proposer certifies that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's excluded parties list (SAM).

2.1.3. COPYRIGHT AND PATENT LAWS

Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal, including, but not limited to, copyright and/or patent laws and anti-collusion law.

2.1.4. SOLE SOURCE

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed proposal.

2.1.5. PUBLIC INFORMATION

By submitting a response to this request, proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be

obtained at <http://www.garlandisd.net/content/conflict-disclosure>. Failure to comply with this provision may result in the bid being considered non-responsive.

2.1.6. FUNDING AGREEMENTS

Proposer certifies that if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient 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.

2.1.7. CLEAN AIR AND WATER POLLUTION ACT

Proposer certifies that it is in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

2.1.8. ENERGY POLICY AND CONSERVATION ACT

Proposer hereby certifies that it (or its firm hereby represented) that it is compliant with Certification of Compliance with the Energy Policy and Conservation Act - When federal Funds are expended by Garland ISD for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

2.1.9. RECORD RETENTION REQUIRMENTS

Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other depending matters.

2.1.10. RECOVERD MATERIALS

Certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements, and estimate the percentage of total material utilized for the performance of the contract which is recovered materials, in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.1.11. BYRD ANTI-LOBBYING REQUIREMENTS

Proposer certifies no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement imposed by section 1352, Title 31, U.S. Code.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions <https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>

3. SHIPPING AND DELIVERY

- 3.1.** The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.
- 3.2.** Pick-up and delivery will be made between the hours of 8:00 a.m. and 2:00 p.m. Monday through Friday, excluding school holidays.
- 3.3.** Non-palletized freight shall be unloaded inside the Warehouse or School building. Supplier is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Supplier must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.
- 3.4.** Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.
- 3.5.** Removal of shipping cartons and other shipping debris is the sole responsibility of the successful proposer(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.

Shipping containers and/or delivery ticket shall be clearly and legibly labeled with the proper Garland ISD purchase order number. Any item delivered to Garland ISD without a Garland ISD purchase order number may be refused and returned to the contractor. The cost of the return shall be the burden of the responsible contractor.

4. TERMS AND CONDITIONS

4.1. CASH PAYMENTS AND DISCOUNTS

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

4.2. MATERIAL SAFETY DATA SHEETS

Successful proposer(s) should submit Material Safety Data Sheets for applicable item(s).

4.3. HAZARDOUS MATERIALS USAGE NOTIFICATION

Vendors selected to perform work on Garland Independent School District property will prior to performance of work on site, be required to provide the school or department involved a listing of hazardous materials (materials with applicable Material Safety Data Sheets) to be used, certify that their employees have been properly trained in handling these materials, and certify that they comply with applicable provisions of the Hazard Communications Act. Any changes or additions to the list of hazardous materials must be reported in writing prior to use of the materials on the site. A copy of the initial list as well as changes thereto must also be provided to the GISD Purchasing Department. The correspondence must reflect the applicable purchase order number.

4.4. SUBMITTING SAMPLES

Proposal samples are not required to be submitted with proposals; however, proposers are to be prepared to submit samples within five (5) working days of verbal request (at no charge to the Garland I.S.D.)

4.5. PURCHASE ORDERS AND CONFIRMATION

The Garland Independent School District will email purchase orders in lieu of facsimile transmission. In addition to purchase orders, all solicitation notices, and award notifications will be communicated by email.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposers who require the use of a separate contract document, must incorporate the terms and conditions of this Request for Proposal into the document. **Proposer agrees to provide a copy of the contract document in word format upon request.**

4.6. CHANGE ORDERS

The District and District's representative, without invalidating the contract, may make changes by altering, adding to, or deducting from the Purchase Order; the contract sum being adjusted accordingly. No extra work or change shall be made unless in pursuance of a written order from the District and any claim for an addition to the contract sum will not be valid unless so ordered. Changes and amendments will be communicated by sending a copy of the purchase order.

IT IS THE PROPOSER'S RESPONSIBILITY TO TRACK PURCHASE ORDER NUMBER(S) & APPLICABLE REVISIONS. DOUBLE SHIPMENTS INCURRED WILL BE RETURNED AT THE VENDOR'S EXPENSE.

4.7. PAYMENTS VIA ACH

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at: <http://www.garlandisd.net/content/how-do-business-us>. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- 4.7.1. Invoice is received at the address indicated on the purchase order
- 4.7.2. Pricing on the invoice matches the price on the purchase order
- 4.7.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 4.7.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 4.7.5. Unique invoice number used for each billing
- 4.7.6. Merchandise has been received.
- 4.7.7. Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

NOTE: Awarded Companies are expected to ship goods and/or perform services in the same week in which they are invoiced. Invoicing procedures for each awarded company will be incorporated into the proposer's performance rating.

4.8. CHANGING QUANTITIES

Quantities may be increased or decreased at the discretion of the District.

***Quantities listed herein are best estimates only and cannot be guaranteed.**

4.9. NO SMOKING POLICY

No smoking or use of any tobacco products is permitted on school property.

4.10. CHOICE OF LAW/VENUE

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

4.11. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

4.12. QUALITY OF WORKMANSHIP

If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.

4.13. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

4.14. PURCHASE ORDER SHORTAGES

If applicable to "Food Service" commodities, when/if a vendor "shorts" a purchase order, the vendor must advise Food Service at (972) 494-8322 immediately. If the shortage(s) cannot be delivered within five (5) working days, the affected Purchase Order will be CLOSED and a new Purchase Order issued for a later delivery – if the item(s) is still required. A backorder delivered more than five (5) working days after receipt of initial delivery will be rejected by the GISD and will be returned to the vendor at the vendor's expense.

4.15. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is September 1 through August 31. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

4.16. INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

4.17. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

4.18. CANCELLATION FOR CAUSE

District shall have all remedies available at law or in equity. Where the Supplier is in default in delivery or otherwise, or has breached any terms or conditions of this contract. Garland ISD may terminate this contract in whole or in part without any adjustment, and in addition to any other remedy provided by law, may procure items or services, similar to those as to which this contract is terminated, and Supplier shall be liable to Garland ISD for any costs or such similar items or services in excess of the price or prices specified herein, provided, however, that Supplier shall continue the performance of this contract to the extent not terminated by the Garland ISD.

4.19. AGREEMENT BETWEEN PARTIES

The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

4.20. DISTRICT ACCESS TO WORK AREA

District and its representative shall at all times have access to work whether it is in preparation or in progress. Laboratory shall provide proper and safe facilities for such access and for inspection.

4.21. HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.

4.22. AUDITING CONTRACT

Upon request by Garland ISD or Comptroller General of the United States, any duly authorized representative of Garland ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those

business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

4.23. LIMITATION OF LIABILITY

Garland ISD shall have all remedies available at law or in equity to include reimbursement of attorneys' fees and all costs incurred in enforcing such rights. No modification of limitation of remedy shall be a part of this contract unless specifically agreed to in writing by Garland ISD's Purchasing Department.

4.24. AUTHORIZED NEGOTIATORS

Designated GISD Purchasing Department personnel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.

4.25. E-COMMERCE PARTNER

Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard internet browser, to information such as bids, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.

In addition to I-Supplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit bids and quotes electronically.

iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at <http://www.oracle.com/us/products/applications/ebusiness/procurement/index.html>.

4.26. ORACLE BULK LOAD CATALOGS

Garland ISD requires suppliers to provide price lists and catalogs in a format capable of being uploaded electronically by the district's E-Commerce Specialist. Utilizing a prescribed format, the supplier shall provide, at a minimum, information for the required data fields for the entire catalog.

Please refer to the pdf document titled "Instructions for completing Oracle Bulk Load Catalog" and the Excel Spreadsheet/Electronic Price List titled "Oracle Bulk Load Catalog" located at the GISD Purchasing website http://www.garlandisd.net/sites/default/files/revised_instructions_for_filling_out_the_electronic_price_list_1.pdf. This information should be submitted on a flash drive or CD-ROM with your submittal or via e-mail to bids@garlandisd.net.

The data below outlines the highlighted items on the worksheet:

Data Field	Content
Supplier Item	Your company Part # (each item # must be unique and match your company's published catalogs)

Description	Description of the item from your database (no more than 25 characters)
Unit	Unit of Measure (i.e., EA for Each)
Unit Price	Unit price offered to GISD, No percentages
Lead Time	Numbers of days to deliver ARO
Long Description	Additional description information
*Comments	Any shipping information
*Manufacturer	Name of the Manufacturer
*Model	Manufacturer Model #

*Optional Fields

AS CHANGES IN PRICE AND/OR PRODUCTS OCCUR DURING THE TERM OF THIS CONTRACT, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO UTILIZE I-SUPPLIER FOR UPDATING AND MAKING CHANGES TO THEIR CATALOG(S) OR ELECTRONIC PRICE SHEET. Otherwise, PO's will not be updated and payment will not be processed. From there the information will be shared with the appropriate buyer before accepting the change(s).

It is the responsibility of the supplier to contact the Buyer on the contract or the E-Commerce Specialist for access to Supplier Authoring which gives access to the supplier's current loaded price list. This access allows suppliers to enter new items, change pricing and end-date items. Please note if a substantial number of items require change, supplier may submit an entirely new price list to Garland ISD for loading. It is important to note that invoices submitted with prices that have not been updated by the supplier in the electronic price list will not be paid at the higher rate.

THIS WILL BE CONSIDERED ADDITIONAL EVALUATION CRITERIA. FAILURE TO PROVIDE THIS DATA MAY NEGATIVELY AFFECT THE CONSIDERATION OF YOUR QUOTE.

4.27. FORCE MAJEURE

Neither party shall be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

4.28. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES

If the individual contract/award exceeds \$1,000,000 or goes to the Board of Trustees, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html.

END OF SECTION

GARLAND INDEPENDENT SCHOOL DISTRICT

1. Value of Contract

The estimated value of this contract is \$9,000,000; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified). The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.

2. Required Forms

All Required Forms MUST be completed and returned as a part of this proposal submission.

3. Line Pricing

Each line item must be proposed as specified, including description and unit of measure. Any questions regarding unit of measure must be resolved between the prospective proposer and the District Purchasing Department. Failure to propose specified description and unit of measure may be cause for rejection of proposal for the item(s) in question. Refer below for information regarding bidding of “or equals” and alternates. The district will make the sole determination regarding Approved Equals.

4. Bidding an “or Equal”:

When bidding an “or Equal”, vendor must indicate pricing on the base line provided. Do not add additional lines. Vendor must indicate in their proposal the brand and model/catalog number being offered. Include with your proposal any catalogs, brochures or other information relative to the characteristics of the product on which you are offering. For your bid to be considered you must show your comparable specification for each item in the related field.

5. Bidding Alternates:

(Alternates not accepted)

Alternates will not be accepted for this bid. Vendors must propose according to the line item description and unit of measure specified.

6. Fingerprinting Requirement:

Suppliers who will only deliver but not enter a school building to perform services, will be required to complete and submit the **CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM only**, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services. should be completed and returned after all personnel have been fingerprinted.

Criminal History Checks

During the term of this agreement, the firm's employees have the potential to have continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. Supplier may not commence work until all employees have been approved by the Purchasing Department.

At a minimum, the company recommended for award shall:

1. Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

If you are a **sole proprietor** (one person company) you must:

- 1.1 Contact GISD Purchasing Department to obtain FAST pass.
- 1.2 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.
If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.
- 1.3 After fingerprinting is completed, email Eva Gracia, Administrative Assistant to Director of Purchasing at egracia@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

All other **suppliers, contractors and subcontractors** must:

- 1.4 Supplier will receive award letter or signed contract from the Purchasing Department.
Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.
- 1.5 Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.
- 1.6 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.
If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

2. After fingerprinting is completed, email Eva Gracia, Administrative Assistant to Director of Purchasing at egracia@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.
3. If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property

Supplier Questionnaire

1. Is your company certified by the state of Texas or the North Central Texas Regional Certification Agency as a small, women-owned, or minority business? Yes
No

If yes, provide a copy of the certification with the Request for Proposal/Bid response.

2. References:

<u>Name</u>	<u>Telephone Number</u>
_____	_____
_____	_____
_____	_____

3. The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland • City of Rowlett • Ysleta ISD

The Proposer agrees to honor orders for items or services included herein which may be placed by these entities? Yes
No

4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? Yes
No

Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? Yes
No
For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address www.txctpa.org .

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address www.epcnt.com.

5. The Garland ISD has authorized district employees to use a credit card (Bank of America Master Card) to make purchases for business purposes.

5.1. Will your company accept these credit card purchases? Yes No

5.2. Does your company utilize level 3 data card processing information? Yes No

6. Proposer's principal place of business (or main corporate office) is located in _____(state).

6.1. Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes No

6.2 Does your firm employ at least 500 persons in the state of Texas? Yes No

7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes No

Compliance Form

An authorized company representative must sign this form to indicate compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation. All **deviations** shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

Please list deviations below (attach additional sheets, if needed):

Company Name

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #

Certification for Criminal History Check
(In Compliance With Texas Education Code § 22.0834(A))

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

“Direct contact with students” - The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of _____ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Title

Date

Confidential Information Declaration & Copyright Authorization Form

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

Signature Title Date

INSURANCE REQUIREMENTS

The Vendor shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Vendor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Vendor shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The vendor shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Vendor shall, during the performance of this Agreement, keep in force the following insurance:

- a. Comprehensive General Liability*(CGL)
 - 1) Bodily Injury \$250,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 2) Personal Injury \$250,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 3) Property Damage \$500,000 each occurrence
- b. Comprehensive Automobile Liability*(CAL)
 - 1) Bodily Injury \$500,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 2) Property \$100,000 each occurrence
- c. Workers' Comp. (as a subscriber to the Act) Statutory (per benefits of Texas Workers' Comp. Act)
- d. Employer's Liability
 - 1) Each accident \$300,000
 - 2) Disease \$300,000
 - 3) Disease for each employee \$300,000

- *In the alternate, CGL and CAL insurance coverage a combined single limit policy of \$500,000 for both property damage and bodily injury may be provided with 1 million dollar aggregate. Vendors having unsupervised access to students must have a minimum of \$100,000 claim/\$300,000 aggregate coverage for sexual abuse and molestation endorsed to their General Liability.

The Vendor shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the sub-contract, Sub-contractor's Workers' Compensation Insurance as a subscriber to the act, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its sub-contractors in its own policy(ies).

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Vendor shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

Self-Insurance: A vendor who self-insures for workers compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act. By signing below, the bidder/prospective Vendor certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Bid Invitation.

The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

By initialing below, the bidder certifies that it is capable of providing the type(s) and coverage of insurance required. _____(Initials)

Company Name Insured By: Printed Name Certificate Number

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

Garland Independent School District is the twelfth largest school district in Texas. There are approximately 57,000 students in the district consisting of 47 Elementary Schools, 12 Middle Schools, 7 High Schools, 2 Alternative Schools, and 12 administrative facilities. The district encompasses an area of approximately 94 square miles. Garland Independent School District employs more than 7,300 employees.

With technology rapidly changing, and a growing number of the district's campuses exploring Chromebooks, GISD is interested in reviewing and evaluating various Chromebook systems for affordability, durability and compatibility with district expectations. Several vendors will also be evaluated for their performance in providing services to the district.

There will be two phases to the Chromebook deployment. The first phase will be an evaluation and will begin with a fixed number of cart based systems from multiple vendors and will need to be deployed to designated campuses within 20 business days after the bid award. The Phase 1 evaluation will last through the spring of the 2017 / 2018 school year.

The quantity of devices specified for Phase 1 are a minimum estimation and the district may decide to exceed the quantity specified. Incremental purchases during the evaluation period may take place.

It is the intent of Garland ISD to award 3 vendors to provide the following estimated quantity for the Pilot Phase.

Phase 1 estimated cart total 200

- Vendor with high score will provide the following.
Middle Schools (11 locations) = 110 carts (10 carts per campus)
Jackson Middle School = 66 carts
GAEC = 2 carts
- Vendor with second high score will provide the following.
Middle Schools (11 locations) = 11 carts (one cart per campus)
- Vendor with third high score will provide the following.
Middle Schools (11 locations) = 11 carts (one cart per campus)

The second phase of deployment will be based on GISD's evaluation of Chromebooks and vendors performance during Phase 1 with no guarantee and or limit to devices the district wishes to purchase.

Procurement Statement of Non-Preference

It is the intent of Garland Independent School District to procure a product and/or service in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of bidding/quoting procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, The Garland Independent School District invites and encourages all other qualified bidders to submit equivalent bids/quotes. The primary purpose is to ensure that no interested party is excluded or limited from the bidding/quoting process.

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

All bids/quotes submitted should be as closely sized, equipped, etc. to the desired specifications. Bidders may submit bids/quotes for additional devices and services that exceed the minimum requirements specified in this RFP. Any exceptions to the specifications will be evaluated based in the best interest of Garland Independent School District.

It is the intent of the District to award the Chromebooks, Carts and White Glove Service together, and reserves the right to award the G Suite Management and Reporting Tools separately.

Section 1 Scope of Work.

1. Garland ISD plans to have two phases of purchases. Phase 1 purchase will identify and award up to 4 vendors representing different Chromebook manufacturers for a pilot program. GISD will evaluate the various Chromebooks, charging carts and vendors for participation in Phase 2 purchases.
2. Deliver Chromebooks and charging carts each configured, tagged, and distributed to schools across the district (**Chromebook White Glove Service; RFP section 6**).
3. Phase 1 delivery must be completed within 20 business days after bid award.
4. Vendor must coordinate with designated Garland ISD Technology personnel throughout the entire procurement, delivery and post- sale cycle.
5. Vendor must clearly identify policies and procedures for returning any items damaged in shipping with estimated turnaround times for replacement items.
6. Vendor must clearly identify policies and procedures for warrantyreturn, repair, replacement, and advanced replacement (if offered).
7. Vendor must properly procure and configure all equipment as specified by this RFP and as agreed upon by written instructions by Garland ISD technical staff.
8. Any additional cables, devices, hardware, or software needed to complete this project as defined, but not included in submitted proposal, will be provided at the sole cost of the Vendor awarded this contract.
9. Vendor must deliver Chromebooks to specified District locations
10. Vendor must complete an electronic/digital manifest per Garland ISD provided template.

Proposal Requirements

1. **The response to this RFP** shall consist of the following sections:
 - a. Corporate Background and Experience.
 - b. Project Staffing and Organization.
 - c. Technical Approach.
 - d. Cost Proposal Sheet and Cost Proposal Details (Appendix A)
 - e. Cost Proposal for repair parts (Appendix B)
2. **Corporate Background and Experience.** This information should include, at the minimum, the following information.
 - a. Must have a Dun and Bradstreet listing. Number: _____
 - b. Provide client references for a minimum of the last three (3) projects of similar size and scope.

REFERENCES

List below three (3) references for contracts (past or present). **References should complete Attachment A to be submitted with your proposal. These references will be verified.**

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

Reference 1:

Name of Public School System: _____

Address: _____

City/State/Zip: _____

Contact Person's Name: _____

Contact Person's Phone # and Email: _____

Date of Services performed: _____

How many Chrome Books deployed: _____
Value: 1 point for greater than 15K

Reference 2:

Name of Public School System: _____

Address: _____

City/State/Zip: _____

Contact Person's Name: _____

Contact Person's Phone # and Email: _____

Date of Services performed: _____

How many Chrome Books deployed: _____
Value: 1 point for greater than 15K

Reference 3:

Name of Public School System: _____

Address: _____

City/State/Zip: _____

Contact Person's Name: _____

Contact Person's Phone # and Email: _____

Date of Services performed: _____

How many Chrome Books deployed: _____
Value: 1 point for greater than 15K

3. Project Staffing and Organization.

- a. Garland ISD must be provided with an Account Manager and a Project manager.

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

Name	Phone	Email	Roll

- b. Vendor will identify members of their company who will be assigned to this project by name and will provide all their contact information.

Name	Phone	Email	Roll

4. Vendor Provided Information:

- a. Provide the narrative of the proposed solution. Clearly state understanding of the business problem presented by this RFP and the response to mandatory and desired technical and performance specifications in the exact order in which the performance criteria is presented in the RFP.
- b. The Responder should offer a complete listing of all Manufacturer Maintenance Plans available, by product category, to include but not necessarily be limited to:
 - i. Drop shipped advanced replacements of parts
 - ii. Software patches and revisions issued to resolve known defects or vulnerabilities,
 - iii. Access to online and live body technical assistance,
 - iv. Advanced replacement of parts which requires installation/software configuration support to facilitate replacement.
- c. Must have a client web-based portal that is accessible 24 hours a day, 7 days a week, and 365 days a year (not withstanding maintenance periods). This portal at a minimum should be able to provide the following:
 - i. Complete purchase history.
 - ii. Serial Numbers for major component items purchased.
 - iii. Ability to order/research items online – catalog.
 - iv. Ability to track shipments; get shipping information when items are purchased.
 - v. List of all vendor contacts assigned to the account.

Portal Web Address: _____

- d. Must provide location of technical support staff. The location of the technical support staff will be taken into consideration. Preference will be given to support staff located locally or within North America.

Support staff Location: _____

Support contact info: _____

- e. Must provide pre-sales engineering support either onsite or long distance as needed.

Pre-sales engineering contact:

Name	Phone	Email

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

Vendor Execution of Proposal.

By submitting this proposal, the potential vendor certifies the following

- a. This proposal is signed by an authorized representative of the firm.
- b. Obtain insurance certificates as required within 10 calendar days after notice of award.
- c. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- d. All labor costs, direct and indirect, have been determined and included in the proposed cost.
- e. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. Yes _____ No _____

Section 2 Evaluation Process

Garland ISD committee will review and score each response to the RFP based on predefined assessment criteria. As a result, items such as cost, company experience, and ability to achieve desired service levels, references, solution interoperability, and project delivery methods may be considered in the final decision.

Garland ISD Technology plans to award multiple vendors for Phase 1 to determine who can offer the best Solution. Final award(s) will be determined after Phase 1 is complete during the spring of 2018.

Evaluation Rubric – Chromebooks, Carts and White Glove Service

	Parameters:	Max Points
1	The purchase price; Phase 1 pricing	15
2	The reputation of the vendor and of the vendor's goods or services; Section - 1. 2. Corporate Background and Experience.	9
3	The quality of the vendor's goods or services; Section 3 Chromebook Specifications Section 4 Mobile Carts Section 6 Service: White Glove, Warranty Service	16
4	The extent to which the goods or services meet the district's needs; Section - 1. 4. Vendor Provided Information Response	12
5	The vendor's past relationship with the district;	3
6	The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses (HUB); (must be 0 points)	0
7	The total long-term cost to the district to acquire the vendor's goods and services; Phase 2 pricing	25

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

	Parameters:	Max Points
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state	0
9	<p>Performance evaluation during phase one pilot Total value 20 points</p> <ul style="list-style-type: none"> • Chromebook performance • Chromebook durability • Cart performance and durability • Vendor performance (Deliverables) • Warranty Response for equipment 	20
	Total Points	100

Section 3 Chromebook Minimum Specifications

- A Chromebook/Laptop running the most current version of the Google OS
- WiFi: 802.11ac dual band (2.4GHz, 5GHz)
- WPA2-Enterprise wireless security (EAP-PEAP, EAP-TLS)
- Minimum display size - 11.6-inch
- Hardware (**minimum**)
 - Memory of 4 GB
 - 1.6 GHz processor
 - Screen resolution of 1366 x 768
 - 8-hour active battery life on a charge
 - 16 GB solid state hard drive
 - Built in Camera or HD Webcam
 - Audio
 - Built in stereo speakers
 - Built in microphone
 - Stereo headphone jack
 - Bluetooth capable

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- Ports
 - USB 2.0
 - USB 3.0
 - HDMI
- Qwerty keyboard, touch pad and mechanical anchored keys
- Boot time no more than 10 seconds
- Ruggedized, which is resistance to wear, stress, and abuse and designed with the student in mind
- Repairable by Garland ISD Technology staff
- Repair parts readily available within 72 hours to Garland ISD Technology
- **Minimum** one-year parts and labor warranty.
- Bidder must supply a copy of the technical specs for devices being bid.

Provide detailed information of the proposed product.

- Manufacturer _____
- Model # _____
- Attach Product Specification

Describe the ruggedized features of the Chromebook that make appropriate for student use (Drop rate, peel resistant keys, etc.)

Chromebook Specification (not a minimum requirement)

It is preferable that these devices use a USB-C charger

SECTION 4 Mobile Carts

Chromebook Cart Specifications

- Storage for up to 40 Chromebooks Yes _____ No _____
- Ship fully-assembled with cable management and power cords from the Chromebooks pre-wired. Yes _____ No _____
- Power distribution Smart charger included with cart – automatic senses charging requirements of devices and provides automatic shut off after all devices are 100% charged. Yes _____ No _____
- Locking front doors with lock and master key provided Yes _____ No _____
- Removable, locking back access panel Yes _____ No _____
- Large locking casters minimum 4 ½" Yes _____ No _____
- UL-approved Yes _____ No _____
- Shelves adjusted to fit selected Chromebooks Yes _____ No _____
- Prefer primary power cord has a right-angle plug for connection to a wall outlet Yes _____ No _____
- Must fit through standard classroom door, maximum cart width 28" Yes _____ No _____

Provide detailed information of the proposed product.

- Manufacturer _____
- Model # _____
- Attach Product Specification

Section 5 G Suite Management & Reporting Tools

The district is requesting proposals for G Suite management and reporting tools. G Suite is a service from Google Cloud that provides a set of intelligent apps including Gmail, Docs, Drive and Calendar. Vendors should provide the licensing specifications and pricing for the following auditing and reporting functionality that integrates or has visibility into G Suite. Solution should provide:

- Audit and protection for G Suite apps and extensions:
 - Google Drive, Email, Groups, and Users
 - Sites, Calendars, Apps, Extensions, and Google+
 - Printers, Devices, Chrome, and Chrome Extensions
 - Classrooms and Collaboration
- Real-time search of Drive and Emails
- Visibility or access into all Docs and Emails
- Folder maps for Drive and Email, Drive file tree maps, Drive external sharing maps, External Email flow maps and Collaboration maps
- Blocking and reporting of user actions
- Audit and control of Third party Apps
- Logins and Google+ Audited
- Ability to revoke sharing rights, change owners on folder trees and download entire folders for off-line inspection.

Is the product Cloud Based Yes _____ No _____

Is the product On site device/ appliance Yes _____ No _____

Does this require additional equipment Yes _____ No _____

If yes please provide pricing for hardware.

Provide Product information specifications for review.

Garland ISD may request demonstration of product and features if needed.

Garland ISD reserves the right to award the G Suite Management and Reporting Tools separately.

Evaluation Rubric – G Suite Management and Reporting Tools

	Parameters:	Max Points
1	The purchase price;	20
2	The reputation of the vendor and of the vendor's goods or services; Section - 1. 2. Corporate Background and Experience. Reference 1, 2, 3	9
3	The quality of the vendor's goods or services; Cloud Base Appliance Base Hardware equipment	10
4	The extent to which the goods or services meet the district's needs; Total 38 points <ul style="list-style-type: none"> · Audit and protection for G Suite apps and extensions: <ul style="list-style-type: none"> o Google Drive, Email, Groups, and Users o Sites, Calendars, Apps, Extensions, and Google+ o Printers, Devices, Chrome, and Chrome Extensions o Classrooms and Collaboration · Real-time search of Drive and Emails · Visibility or access into all Docs and Emails · Folder maps for Drive and Email, Drive file tree maps, Drive external sharing maps, External Email flow maps and Collaboration maps · Blocking and reporting of user actions value · Audit and control of Third party Apps · Logins and Google+ Audited value · Ability to revoke sharing rights, change owners on folder trees and download entire folders for off-line inspection. 	38

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

	Parameters:	Max Points
5	<p>The vendor's past relationship with the district; Range 0-3 District standard is to award points as follows: 3 – performed above contract standards 2 – performed to contract standards 1 – instances of substandard performance but deficiencies were promptly corrected when notified 0 – no previous experience with GISD Negative 1-10 may be assigned based on the number of written complaint letters issued by the Purchasing Department</p>	3
6	<p>The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses (HUB); (must be 0 points)</p>	0
7	<p>The total long-term cost to the district to acquire the vendor's goods and services;</p>	20
8	<p>For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state</p>	0
	<p>Total Points</p>	100

**Section 6
Service:**

White Glove Service

Setup, Installation and Delivery (White Glove Services)

Garland ISD reserves the right to buy devices with or without this service. The district is seeking vendor service that minimally includes:

1. Unboxing and inspecting the Chromebooks Yes _____ No _____
2. Install Chromebooks in carts and power cables through cable managers in the carts
3. Charging Chromebooks 100% Yes _____ No _____
4. Updating the Chrome OS version on the chrome books (as needed) Yes _____ No _____
5. Enrolling the Chromebooks in the GISD Google Apps Domain and name device per district standards. Yes _____ No _____
6. Configure network settings for Wi-Fi. Yes _____ No _____
7. Apply district provided asset tag and label per Garland ISD specifications Yes _____ No _____
8. Vendor must deliver Chromebooks to specified GISD locations Yes _____ No _____
9. Vendors will provide a completed asset register. Garland ISD will provide pre-seeded asset register template, by campus, and vendors will provide room, serial number, and asset numbers in the register.
Yes _____ No _____

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Rec Num	PO Number	PO Line ID	Asset Line ID	Site Name	Funding Source	Account Code	Purchase	Product Name	Product Part Number		Room Number	Serial Number	Tag Number	Status

9. Ensure all trash / refuse has been removed off premises. Yes _____ No _____

Warranty Service

- A. Bidder must provide proof that the company is an authorized reseller for the product that will be purchased.
(Yes/No) _____
- B. Bidder is factory authorized to repair equipment offered during warranty period of at least one year.
(Yes/No) _____
- C. Bidder will include shipping cost to and from repair center. (Yes/No) _____
- D. Warranty service will be performed by bidder (minimum of 1 year). (Yes/No) _____
- E. Warranty service to be initiated within 24 hours after notification by GISD.
(Yes/No) _____
If no, how long? _____
- F. Provide description of what the standard warranty covers and time period:

G. Describe what is required for the district to be a self-maintainer for warranty as well as after warranty maintenance of the Chromebook.

H. Describe the training that can be provided to GISD staff to maintain the Chromebooks.

END OF SECTION 6

VENDOR NAME _____

PRICING SECTION 7, APPENDIX A AND APPENDIX B ONLY, TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, CLEARLY MARKED "SECTION 7" WITH VENDOR NAME AND RFP #.

**Section 7
Pricing Structure**

Vendors are required to breakdown the purchase by item as outlined in Appendix A. Vendors are required to complete Appendix A as part of their proposal. If additional items are required to complete the project, please include them in Appendix A, listed and itemized as per unit cost.

**Appendix A
Cost Breakdown**

The quantity of devices specified for Phase 1 are a minimum estimation and the district may decide to exceed the quantity specified.

Phase 1 Quantities:

Schools	12
Total classrooms estimated	200
Cart per classroom	1
Chromebooks per cart (est.)	35
Total Chromebooks (est.)	7,000

Description	Manufacturer & Model #	Quantity	Unit Price	Extended Price
Chromebook Minimum 11.6" with 1 year warranty and support		7,000		
Google Chrome OS Management Console License EDU Academic MFG# CROS-SW-DIS- EDU		7,000		
(White Glove) Setup and Installation Services per Section 6		7,000		

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

Description	Manufacturer & Model #	Quantity	Unit Price	Extended Price
Charging Cart – 35 devices, smart charging		200		
Cart Installation: Cleanly install power cables and insert devices into carts approx. 35 devices per cart.		200		
(Optional) Chromebook 3 YR Warranty		7,000		
Optional Chromebook Model (Above minimum specifications) Garland ISD may or may not purchase in phase 1		1000		

G Suite Management Software

Please complete the following table based upon the specific licensing terms of the software solution being proposed. Licensing should account/cover 30,500 students, across 21 instructional campuses. Please also propose pricing for 1, 3, and 5 years. Garland ISD reserves the right to award G Suite Management Software section separately.

Description	Quantity	Unit Price	1 year Extended Price	3 Year Extended Price	5 Year Extended Price
G Suite Auditing Software					
Additional license for increase student enrollment					
Total					

GARLAND ISD REQUEST FOR PROPSAL CHROMEBOOKS AND CARTS

Phase 2 Quantity Estimates

The second phase of deployment will be based on GISD's evaluation of Chromebooks and vendor performance during phase 1 with no guarantee and or limit to devices the district wishes to purchase. The quantiles listed are an estimation of demand for Chromebooks and carts across all district campuses.

Description	Manufacturer & Model #	Quantity	Unit Price	Extended Price
Chromebook Minimum 11.6" with 1 year warranty and support		22,000		
Google Chrome OS Management Console License EDU Academic MFG# CROS-SW-DIS- EDU		22,000		
(White Glove) Setup and Installation Services per Section 6		22,000		
Charging cart – 35 device smart charging		450		
Cart Installation: Cleanly install power cables and insert devices into carts approx. 35 devices per cart.		450		
(Optional) 3 YR Warranty		22,000		

Repair Parts

Garland ISD may elect to self-service Chromebooks after expiration of warranty.

List the cost of spare parts by item as outlined in Appendix B. Vendors are required to complete Appendix B as part of their proposal. If additional items are required (such as special tools or additional parts) to perform maintenance, please include them in Appendix B, listed and itemized as per unit cost.

Appendix B Repair Parts for specified Chromebook

Table 1	
Item	Unit Price
Chromebook Model # _____	
LCD Panel	
LCD Cable	
Keyboard	
Touchpad	
Touchpad Cable	
Motherboard (Includes CPU/RAM/Storage)	
Daughter Boards	
Internal Power Connector	
AC Adapter	
Battery	
Webcam	
Enclosure - Top	
Enclosure - Bottom	
Speakers	
Wireless Card and Wires	
Rubber Bumpers	
Screws	
Screw Covers	
Glue/Adhesive	
ADDITIONAL ITEMS NOT LISTED ABOVE:	ADD PAGE IF NECESSARY

SAMPLES: Sample may be requested including Chromebook and carts if needed, free of expense, and if not destroyed when tested will, upon request be returned at the bidder's expense. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

Optional Chromebook Model

Vendors are encouraged to additionally submit specifications for Chromebook models above the minimum specifications. Added features like touch screen, enhanced performance, flip screen hinges, integrated stylus pen etc. are welcome. Enhanced feature Chromebooks may be considered for GISD special needs.

Oracle Bulk Load Catalogs

Garland ISD requires, per Section 4.26 of the RFP Terms and Conditions, that suppliers provide price lists and catalogs in a format capable of being uploaded electronically by the district's E-Commerce Specialist. All items, Chromebooks, carts, accessories, repairs parts within the scope of this contract that can be supplied by your firm for the duration of this contract should be submitted as a part of your proposal, in addition to the specific requested pricing. As new items become available and added to the vendor's catalog those updates will be provided to the district with pricing through the Oracle Bulk Load Catalog process. The % off of catalog will remain the same throughout the term of this agreement.

PERCENT DISCOUNT OFF MANUFACTURER'S CATALOG/LIST PRICE:

The Garland ISD may deduct _____% off manufacturer's current catalog/list price.
(If proposing actual pricing, discount not available, enter 0%)

If tiered discounts based on purchase amount are available, please indicate below:

\$ 0 - \$ 5,000	_____	%
\$ 5,000 - \$10,000	_____	%
\$10,001 - \$20,000	_____	%
\$20,001 - \$30,000	_____	%
\$30,001 - \$40,000	_____	%
\$40,001 - \$50,000	_____	%
\$50,001 - \$60,000	_____	%

Comments:



PURCHASING DEPARTMENT

- REFERENCE CHECK -

Vendor Name: _____

Solicitation Number & Name: _____

Reference Name (Organization): _____

Representative Name & Title: _____

Contact Number/Email Address: _____

1. Is the vendor currently providing services to your organization? _____

2. If not, when was the last time you conducted business with the vendor? _____

3. On a scale of 1-10 where 1 is unacceptable and 10 is superior, please rate the following:

a. Quality of Goods and/or Services Provided _____

b. Cost of Goods and/or Services Provided..... _____

c. Customer Service..... _____

d. Presence of a Local Representative or Dedicated Point of Contact..... _____

e. Reliability in Providing Goods and/or Services as Agreed Upon..... _____

4. Based on the factors above & any other relevant factors, how would you rate the vendor overall, using the same 10-point scale?..... _____

5. What do you consider to be their strongest and weakest attributes?

[Empty rectangular box for handwritten response]

6. Would you recommend that GISD conduct business with this vendor? _____

7. If you are currently using the vendor, do you foresee continuing to do so? Or if not currently using them, would you consider doing business with them again in the future?..... _____