

December 21, 2022

Subject: Invitation to Bid# 277 - 2022 Apple Equipment and Services

Pearl Public School District invites you to submit a bid for 2022 Apple Equipment and Services. You are invited to submit a bid in accordance with the information contained herein.

Vendors who are interested in bidding must register their intent to bid at the following URL.

<https://forms.office.com/r/JL9gVPucSe>

The purpose for intent to bid is to make sure all interested bidders receive updates to the RFP, Questions and Answers, as well as instructions for reverse auction.

Bid submission will be via Reverse Auction, in accordance with Mississippi Reverse Auction laws. **The auction will begin at 2:00 PM Central Time, on Wednesday, January 11, 2023.** This will be conducted via a WebEx Meeting. All vendors who have registered their intent to bid will receive an invitation to the meeting. Bidders may also attend the reverse auction in person and may call out their bid to the meeting host. Bids will be received through the chat function. A timer of 5 minutes will be given after each bid is received. The auction will last 30 minutes, or the timer runs out, whichever occurs first.

Office hours are Monday through Friday 7:30 a.m. to 4:30p.m.

If you download this invitation to bid from the district's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The district cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

A handwritten signature in black ink that reads "Paige Bromen". The signature is fluid and cursive, with a large loop at the end of the last name.

Paige Bromen

Chief Financial Officer

**Pearl Public School
District
RFP #277 - 2022 Apple Equipment and Services**

Schedule of Events

Event	Date
RFP Release	December 21, 2022
Advertisement	December 21, 2022 December 28, 2022
Deadline for Questions	January 4, 2023
Response to Questions Deadline	January 6, 2023
Reverse Auction	January 11, 2023 - 10:00am
Bid Award Recommendation	January 17, 2023

GENERAL TERMS AND CONDITIONS

- Definitions:** The term "vendor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful bidder." The term "district" shall mean Pearl Public School District.
- Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the district, incorporating the invitation to bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
- Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
- Bidder's Questions:** The Pearl School District Technology Department must receive questions about this invitation to bid in writing by the date indicated in the invitation to bid cover letter. The district will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the district's website at www.pearlk12.com. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.

5. **Bid Submission:** Submission will be via Reverse Auction, in accordance with Mississippi Reverse Auction laws. **The auction will begin at 10:00 AM Central Time, on Wednesday, January 11, 2023.** This will be conducted via a WebEx Meeting. All vendors who have registered their intent to bid, will receive an invitation to the meeting. Bidders may also attend the reverse auction in person and may call out their bid to the meeting host. Bids will be received through the chat function. A timer of 5 minutes will be given after each bid is received. The auction will last 30 minutes, or the timer runs out, whichever occurs first.
6. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
7. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the district in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the district may disqualify the bids from that responder, at the district's option.
8. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opens by sending written notification to the Chief Financial Officer. Bids may be withdrawn after the bid opening only with written authorization from the Chief Financial Officer.
9. **Defects or Irregularities in Bids:** The district reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
10. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Pearl Public School District, or job site.
11. **Brand Name:** If items in this invitation for bid have been identified, described, or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for the award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
12. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted to kknuckles@pearlk12.com before **10:00 AM Central Time, on Wednesday, January 11, 2023.** The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the district.
13. **Samples:** When the district requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the district unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The district will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
14. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid and is in all respects fair and without collusion or fraud.

15. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The district may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the district all information and data for this purpose as the district may request. The district reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
16. **Payment Terms and Discounts:** The District's standard payment terms are Net 45.
17. **Delivery and Installation:** Vendor to deliver, set in place and completely install. Successful bidder shall also remove all packing, crating, etc., and leave site free of any job-related refuse or materials.
18. **Delivery Failures:** If the vendor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the district shall have authority to make open-market purchases of comparable goods or services. The district shall have the right to invoice the vendor for any excess expenses incurred or deduct such amount from monies owed the vendor. Such purchases shall be deducted from contracted quantities.
19. **Substitution of Contracted Items:** The vendor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a vendor is unable to deliver the products under the contract, it shall be the vendor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the vendor's original bid. In the event any vendor consistently needs to substitute or refuses to substitute products, the district reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
20. **Termination for Cause:** The district may terminate the contract for cause by sending written notice to the vendor of the vendor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the district's rights or remedies by law.
21. **Termination for Convenience:** The district may terminate the contract for its convenience at any time with 10 days' written notice to the vendor. In the event of termination for convenience, the district will pay the vendor for services performed. The district will compensate partially for completed performance based upon a signed statement of completion submitted by the vendor, which shall itemize each element of performance completed.
22. **Force Majeure:** Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or Services, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such Party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, hurricanes, tornados, or other natural disasters ("Force Majeure Events"). When such a cause arises, Vendor shall notify the District immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the District determines it to be in its best interest to terminate the Agreement.
23. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of

Mississippi. The parties agree to submit to the jurisdiction in Rankin County, Mississippi, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Pearl Public School District.

Criteria for Selection

PPSD will utilize the following criteria as the basis for proposal evaluations and selection.

Factor	Weight
Total Bid Price	40%
Bidder Qualifications	20%
Bidder Experience with Pearl Public School District	20%
Compatibility with existing infrastructure	20%
Total:	100%

General Conditions

The following are General Conditions for the equipment to be purchased as outlined in the Technical Specifications.

1. Scope of Work

PPSD desires to purchase MacBook Air laptops, iPad Air, 11” iPad tablet and related items. Professional development, support for three (3) years, and asset management including casing and tagging should be included.

It is the intent of Pearl Public School District to purchase new products. Proposals will only be considered valid if the quoted items are in new, unused condition. Additionally, PPCSD desires to purchase the latest version of the specified products.

2. Pricing

Product pricing will be collected during the reverse auction process. All bids submitted during the reverse auction process should include all charges, to include, but not limited to, product cost, shipping, handling, transportation, etc. Pearl Public School District is not responsible for any charges added after the reverse auction closes.

Proposal prices shall remain valid for 90 days after the scheduled reverse auction.

3. Delivery of Equipment

Delivery must be scheduled in advance with the Pearl Public School District Technology Department by calling 601-933-9003 during normal business hours of 7:30am to 4:30pm (Central Time), Monday-Friday. Lift-gate service, inside delivery required

4. Modifications

Modifications to this RFP are not permitted without prior written approval from Pearl Public School District.

General Product Specifications

The district has developed the following requirements for Apple Products in the following categories:

General Hardware Requirements:

1. All units shall be new
2. All units shall be silver or gray in color
3. All units shall have a 3-year manufacturer warranty, to include accidental damage protection

Teacher Units – MacBook Air or Equivalent – Quantity Needed: 360

Specification Category	Minimum Spec or Better
Screen Size	13" LED Backlit
Processor	Apple M1 chip with 8-core CPU, 7-core GPU, 16-core Neural Engine
RAM	8GB
Internal Storage	256GB SSD
Wi-Fi Standard	802.11ax Wi-Fi 6
Bluetooth	Bluetooth 5.0
Webcam	720p front facing camera
Additional Ports	3.5mm Audio Port, 2x USB-C/Thunderbolt 4,
Keyboard	Backlit keyboard
Trackpad	Force touch/touch sensitive to allow pressure sensitive drawing, multi-touch gestures, force clicks and acceleration detection
Biometrics	Touch-ID sensor
Audio	Built-in stereo speakers, Support for Dolby Atmos playback, multi-mic array
Color	Space Gray

Teacher Units – iPad Air or Equivalent – Quantity Needed: 360

Specification Category	Minimum Spec or Better
Screen Size and Specs	10.9" Diagonal, LED Backlit Multi-touch with IPS technology, fingerprint resistant, 500 nits brightness, anti-reflective coating
Processor	Apple M1 with 8-core CPU, 8-Core GPU, 16-Core Neural Engine, 8-GB RAM
Internal Storage	64GB
Camera – Rear	12MP Wide Camera, 5x Digital Zoom, Autofocus, Auto Image Stabilization, Photo Geotagging, Smart HDR3, Panorama
Camera – Front	12MP Ultra-Wide, 122° field of view, Auto image stabilization, Smart HDR3, Lens correction, 1080p video recording at 25, 30 or 60 FPS
Audio	Dual microphones for video recording and audio recording, stereo speakers
Wi-Fi Standard	802.11ax Wi-Fi 6
Bluetooth	Bluetooth 5.0
Biometrics	Touch-ID Sensor
Sensors	Three-Axis Gyro, Accelerometer, Barometer, Ambient light sensor
Charging Port Type	USB-C port with support for charging, display adapter
Case	Logitech Folio Touch Keyboard Case with Trackpad
Color	Space Gray

High School Student Units – iPad Air or Equivalent – Quantity Needed: 1330

Specification Category	Minimum Spec or Better
Screen Size and Specs	10.9” Diagonal, LED Backlit Multi-touch with IPS technology, fingerprint resistant, 500 nits brightness, anti-reflective coating
Processor	Apple M1 with 8-core CPU, 8-Core GPU, 16-Core Neural Engine, 8-GB RAM
Internal Storage	64GB
Camera – Rear	12MP Wide Camera, 5x Digital Zoom, Autofocus, Auto Image Stabilization, Photo Geotagging, Smart HDR3, Panorama
Camera – Front	12MP Ultra-Wide, 122° field of view, Auto image stabilization, Smart HDR3, Lens correction, 1080p video recording at 25, 30 or 60 FPS
Audio	Dual microphones for video recording and audio recording, stereo speakers
Wi-Fi Standard	802.11ax Wi-Fi 6
Bluetooth	Bluetooth 5.0
Biometrics	Touch-ID Sensor
Sensors	Three-Axis Gyro, Accelerometer, Barometer, Ambient light sensor
Case	Logitech Folio Touch Keyboard Case with Trackpad
Color	Silver

Upper Elementary & Jr High Student Units – iPad or Equivalent – Quantity Needed: 2200

Specification Category	Minimum Spec or Better
Screen Size and Specs	10.2” Diagonal, LED Backlit Multi-touch with IPS technology, fingerprint resistant, 500 nits brightness,
Processor	Apple A13 Bionic Chip
Internal Storage	64GB
Camera – Rear	8MP Wide Camera, 5x Digital Zoom, HDR for photos, Photo geotagging, Auto image stabilization, Panorama
Camera – Front	12MP Ultra-Wide, 122° field of view, Auto image stabilization, HDR for Photos, Lens correction, 1080p video recording at 25, 30 or 60 FPS
Audio	Dual microphones for video recording and audio recording, stereo speakers
Wi-Fi Standard	802.11ac Wi-Fi 5
Bluetooth	Bluetooth 4.2
Biometrics	Touch-ID Sensor
Sensors	Three-Axis Gyro, Accelerometer, Barometer, Ambient light sensor
Case	Logitech Combo Touch Keyboard Case with Trackpad
Color	Silver

Lower Elementary Student Units – iPad or Equivalent – Quantity Needed: 800

Specification Category	Minimum Spec or Better
Screen Size and Specs	10.2" Diagonal, LED Backlit Multi-touch with IPS technology, fingerprint resistant, 500 nits brightness,
Processor	Apple A13 Bionic Chip
Internal Storage	64GB
Camera – Rear	8MP Wide Camera, 5x Digital Zoom, HDR for photos, Photo geotagging, Auto image stabilization, Panorama
Camera – Front	12MP Ultra-Wide, 122° field of view, Auto image stabilization, HDR for Photos, Lens correction, 1080p video recording at 25, 30 or 60 FPS
Audio	Dual microphones for video recording and audio recording, stereo speakers
Wi-Fi Standard	802.11ac Wi-Fi 5
Bluetooth	Bluetooth 4.2
Biometrics	Touch-ID Sensor
Sensors	Three-Axis Gyro, Accelerometer, Barometer, Ambient light sensor
Case	STM Dux Plus Duo - Blue
Color	Silver

Media Streaming Units – Apple TV 4k 32GB or Equivalent – Quantity Needed: 360

Specification Category	Minimum Spec or Better
Connectivity	HDMI 2.1
Wi-Fi Standard	802.11ax Wi-Fi 6
Bluetooth Standard	Bluetooth 5.0
Internal Storage	64GB
Remote	Bluetooth 5.0 wireless, IR transmitter, Rechargeable with charging cable, Voice activation capable
Resolution	Up to 4K screen resolution
Screen Casting	Support screen casting via Bluetooth or Wi-Fi

General Specifications – Services

1. iPad Deployment
 - a. Apply Cases
 - b. Apply Asset/Inventory Stickers (range to be provided by district, design to be approved by district)
 - c. Enrollment in District MDM Service
2. MacBook Deployment
 - a. Apply Cases
 - b. Apply Asset/Inventory Stickers (range to be provided by district, design to be approved by district)
 - c. Enrollment in District MDM Service
3. Annual Support
 - a. OS Support
4. Project Engineering

General Specifications – Professional Development

1. Virtual Coaching for Administration x 21 admins
2. Teacher Support x 105 days over 3 Years