



**PEARL PUBLIC SCHOOL DISTRICT
NOTICE TO BIDDERS
INVITATION FOR BIDS**

**3375 Hwy 80 E,
Pearl, MS 39208
TELEPHONE
(601) 932-7921**

The Pearl Public School District will accept sealed bids for various Apple products until **10:00 A.M. TUESDAY, December 5, 2023**, in the Office of the Superintendent Central Office Building of the Pearl Public School District, located at 3375 Hwy 80 E, Pearl, MS 39208. This is a one-year term bid and bid prices will be effective from the date the board awards the bid until December 10, 2024. Bids will be accepted by mail, hand delivery, or electronically through an electronic secure folder. The sealed bids for the purchase of the following item(s) will be publicly opened, read aloud, and taken under advisement and tabulated by the administration at the time bids are due:

BID #284 APPLE BRANDED PRODUCTS

Bids will be awarded or rejected by the Pearl Public School District Board of Education on **5:30 p.m. on MONDAY, December 11, 2023**, or as soon thereafter as conveniently possible. The board meeting will be held at 3375 Hwy 80 E, Pearl, MS 39208.

Items required, specifications, and bid forms may be obtained via the following web address: <https://www.pearlk12.com/Page/7473>. You may also obtain the documents in person at the Office of the Superintendent Central Office Building of the Pearl Public School District, located at 3375 Hwy 80 E, Pearl, MS 39208 by calling Cindy Grantham at 601-932-7921 or email at cgrantham@pearlk12.com.

Mailed or hand delivered bids should be clearly marked on the outside of the envelope "SEALED BID-#284 Apple Branded Products" and delivered to the Pearl Public School District, 3375 Hwy 80 E, Pearl, MS 39208. A secure electronic folder can be obtained by contacting Cindy Grantham cgrantham@pearlk12.com.

The Pearl Public School District reserves the right to reject any and/or all bids or any groups thereof and waive any defect or informality in any bid or bidding procedure.

Inquiries regarding this bid should be directed to Kevin Knuckles at the following email address: kknuckles@pearlk12.com

Paige Broman, Chief Financial Officer
Pearl Public School District

Publishing Dates: November 8, 2023, and November 15, 2023

INTRODUCTION

Pearl Public School District is desiring to establish a contract for Apple branded products. These products will be purchased within 12 months with purchases being made for the District's 1 to 1 student iPad program and for other instructional and operational purposes.

Prices quoted shall be all-inclusive (including all applicable taxes, shipping cost, and technical support).

Omissions in the proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any services.

Should the vendor have questions or find discrepancies in, or omissions from, these specifications or shall be in doubt to its meaning, the vendor shall at once notify the Pearl Public School District. All questions should be addressed to Kevin Knuckles at the following email address:

kknuckles@pearlk12.com.

BID CALENDAR

BID NO. 284

Event	Date
Bid Publication	November 8, 2023
Bid Publication	November 15, 2023
Deadline for Questions	December 1, 2023
Bid Opening	December 5, 2023
Bid Award Recommendation	December 11, 2023

VENDOR BID INSTRUCTIONS

A. DELIVERY OF BIDS:

1. The Pearl Public School District Board of Education will receive electronic or mailed/hand delivered sealed, competitive bids in the Office of the Superintendent of the Pearl Public School District located at 3375 Hwy 80 E, Pearl, MS 39208, as per the date and time specified on page 1, at which time the bids will be publicly opened, read aloud and taken under advisement and tabulated by the administration at the time bids are due.
2. The Bid Proposal form must be received on or before said date and time, neither the dating of the Bid Proposal form nor placing it in the mail by this date will meet the requirements pertaining to this bid. Any bid received after the bid opening date shall be marked "**LATE BID**" and returned to the Bidder unopened.
3. The district will not be responsible for any delays in delivery. It is the sole responsibility of the Bidder that bid proposals reach the above destination by the bid opening date and time.
4. Bids or alterations by fax or telephone **WILL NOT** be accepted.
5. If the Pearl Public School District Office Building is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the district shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the district shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the district offices as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the district prior to the new date and time of the bid opening.

B. PRICES:

1. Bid prices, unless otherwise specified, shall be net, including transportation, lift-gate delivery, and handling charges fully prepaid by the Bidder.
2. All bids must be firm prices, free of any escalator clauses.
3. Prices should include any and all applicable taxes, as Pearl Public School District is a tax-exempt governing authority, tax exemption letter furnished upon request.
4. Bids will be awarded for each item included in the bid proposal. AppleCare pricing for each item should also be included, where applicable.

C. BID ADDENDUM:

1. Any interpretation of the documents will be made by written addendum only and issued by the Office of the Superintendent. Copy of such addendum will be posted on the district website. The district will not be responsible for any other explanation of the proposed document.
2. As per Mississippi Code of 1972, as amended; SEC. 31-7-13. Bid requirements and exceptions; (iv) No addendum to bid specifications may be issued within two (2) working days unless such addendum also amends the bid opening date to a date not less than five (5) working days after the date of the addendum. Any addendum will be distributed in accordance with applicable statute.

D. PROPER EXECUTION

1. All bids must be submitted in accordance with Section 31-7-13 of Mississippi Code of 1972 as amended, and must be properly executed and signed by a responsible officer or employee of the Bidder.
2. All bids must be typed or written (legibly) in ink. Any alterations or changes that are made must be done in ink and initialized by the person who signs the Bid Proposal form.
 - a. Bids should be checked before submission for accuracy and correctness since the Pearl Public School Board of Education **WILL NOT** be responsible for any errors for which the Bidder is responsible.
3. The district reserves the right to reject bids from Bidders who submit incomplete bids that do not specifically adhere to the bid instructions herein.
4. To prevent opening by unauthorized individuals, it is required that the Bid Proposal form be delivered in an envelope clearly marked in the lower left-hand corner with the following information:

DATE: (date the bid is submitted)

DUE: (date the bid is due)

BID NUMBER: (on bid documents)

BIDDERS NAME: (company/full name)

E. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By signing the BID PROPOSAL FORM the Bidder certifies, in connection with procurement, that to the best of their knowledge and belief:

1. The prices in the BID PROPOSAL FORM have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition; as to any matter relating to such prices with any other Vendor or Bidder.
2. Unless otherwise required by law, the prices have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Bid Opening Date and Time specified on page 1 of the BID INSTRUCTIONS, directly or indirectly with any other Vendor or Bidder.
3. No attempt has been made or will be made by the Bidder to induce any other Person or Bidder to submit or not to submit a BID PROPOSAL for the purpose of restricting competition.

F. BID WITHDRAWAL and MODIFICATION:

1. Bids may be modified or withdrawn by written notice from or in person by the Bidder, if received in the Office of the Superintendent, two (2) working days prior to the stated bid opening date and time on page 1 of the BID INSTRUCTIONS.
2. No withdrawals will be accepted by telephone, fax or email.
3. If a Bidder withdraws his bid, all documents shall remain in the possession of the Pearl Public School Board of Education, marked as withdrawn, and included in the permanent file of that bid item.
4. No bids shall be withdrawn for a period of thirty (30) days following the bid opening date, unless otherwise provided for by law.

G. BID OPENING:

1. All bid openings are open to the public. The Pearl Public School District staff will read a summary of each bidder's proposal and answer questions to the extent possible at the time. Any information provided in the bid which contains trade secrets or confidential commercial or financial information and which bidder does not wish to be disclosed other than for purposes of evaluating it must be clearly labeled on each sheet as confidential.
2. All disclosures of bid information to interested parties will be made in compliance with Pearl Public School District policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 25-61 of the Mississippi Code.

H. RIGHT TO REJECT BIDS:

The Pearl Public School District Board of Education reserves the right to reject any and/or all bids or any groups thereof and waive any defect or informality in any bid or bidding procedure.

I. BID ACCEPTANCE:

1. If the Pearl Public School District accepts a bid in response to this request, it will accept the bid of and award the bid to the lowest and best responsive bidder meeting specifications, price and other factors considered. The low bid is not always the best bid. Other factors to be considered include but are not limited to: conformity to the specifications; quality; bidder's ability to provide service, maintenance, and training; past performance of bidder; financial standing and status of the bidder.
2. Unless otherwise stated in the BID SPECIFICATIONS all bids shall be binding for a minimum of thirty (30) days following the acceptance of the bid by the Pearl Public School Board of Education.

J. CONTRACT PERIOD

1. The Contract shall cover the period from December 11, 2023, through December 10, 2024.

K. BILLING/ORDERING

1. All items or services shall be billed to the individual school(s) or department(s) to which they are delivered or performed, unless otherwise specified in the BID SPECIFICATIONS.
2. All invoices are due in the Superintendent of Education Office Building of the Pearl Public School District, 3375 Hwy 80 E, Pearl, MS 39208 38852, on or before the last day of each month. If they are not received by that date payment will not be made until the following month.
3. Payment of the above-described invoices shall be on the 2nd Monday of each month.
4. No negotiations, decisions or actions shall be executed by any bidder as a result of any discussions with any District employee. Only transactions that are on a Pearl Public School District purchase order may be considered official.

L. DAMAGE OR LOSS:

1. Any damage or loss to the Pearl Public School District's property as a result of any action by the successful Bidder in the execution or performance of any item or service in this bid, shall be repaired to the satisfaction of the Pearl Public School Board of Education, at the Bidders expense, within a reasonable time set forth by the Pearl Public School Board of Education.
2. The successful Bidder shall hold the Pearl Public School Board of Education, Pearl Public School District, its Officers, Agents and Employees harmless from liability of any nature or kind whatsoever, because of use of by publisher or author, manufacturer or agent of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, environment-sensitive material, or appliance furnished or used under this bid.

M. Delivery:

1. The purchase order issued will indicate if delivery is to be made to one (1) central location or to multiple locations within the District.
2. It is understood that the Bidder agrees to deliver all items prepaid (F.O.B. Destination) to an inside point or points of receipt. All related costs for delivery are to be borne by the Bidder and should be included in their bid.
3. Any items requiring unpacking and/or assembly and/or installation WILL BE UNPACKED, ASSEMBLED, INSTALLED AND SET IN PLACE AND MADE FULLY OPERATIONAL BY THE SUCCESSFUL BIDDER AT THEIR OWN EXPENSE at the time and place designated by the Pearl Public School District unless otherwise stated in the bid specifications.
4. Under no circumstances will the Pearl Public School District assume any responsibility in connection with deliveries of the bid items.
5. If the successful Bidder fails to deliver by the specified delivery date or a reasonable time, thereafter, giving acceptable reasons for delay, the Pearl Public School Board of Education reserves the right to cancel the portion which he has failed to deliver within the specified time and/or to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Bidder.

BID SPECIFICATIONS

N. GENERAL SPECIFICATIONS:

1. This bid is to establish pricing for the purchase of student, teacher, and district Apple branded products. The number of actual items purchased will vary depending on the need of the district.
2. All devices (excluding accessories) listed in the bid MUST be able to be enrolled in Apple's Device Management program.
3. This bid will be awarded on an item-by-item basis.

O. PRODUCT DESCRIPTION:

1. The following are base models of each product. As base models change these specs will reflect the technical specifications for the updated base model. (See bid summary sheet)
2. AppleCare+ with Express Replacement Service should be bid on for each Device

BID PROPOSAL FORM

BID ITEM:

I/We propose to provide the items, as listed in this BID PROPOSAL FORM according to the specifications as listed in this bid, at the indicated prices. I/We further agree not to request permission to withdraw our bid after the bids have been publicly opened, except as allowed in the bid specifications.

I/We understand that this BID PROPOSAL FORM is to be signed and returned with our bid, and unless this has been done, our bids shall be considered incomplete and rejected.

I/We, the undersigned, do hereby understand and accept the conditions outlined in the BID INSTRUCTIONS and BID PROPOSAL FORMS of this official bid process in submitting our sealed competitive quotations for the item(s) outlined under the BID SPECIFICATIONS section of this bid:

Firm / Bidders Name : _____
(Type or Print)

Signed : _____

Title : _____

Contact : _____

Address : _____

Telephone : _____

E-mail : _____

Date : _____

**PEARL PUBLIC SCHOOL DISTRICT
BID SUMMARY SHEET**

Please summarize your bid on these bid pages. Provide any additional details as attachments. If bid does not meet these specifications, it shall be the responsibility of the bidder to explain any differences.

Product Name	Unit Price	AppleCare Unit Price
Accessories		
Apple TV 4K		
Logitech Rugged Combo 3 with smart connector keyboard/Trackpad for iPad		
STM Dux Plus Duo for iPad 9 th Generation		
Logitech Folio Touch for iPad Air 5 th Generation		
MacBook Air		
MacBook Air M1 256GB		
MacBook Air M2 256GB		
MacBook Air M2 512GB		
MacBook Pro		
MacBook Pro 13 inch M2 256GB		
MacBook Pro 13 inch M2 512GB		
MacBook Pro 14 inch M1 512GB		

Product Name	Unit Price	AppleCare Unit Price
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Mac Mini

Mac mini M1 256GB		
Mac mini M1 512GB		

iPad

***All iPad Models are Wi-fi only**

iPad Pro 12.9 inch 128GB		
iPad Pro 12.9 inch 256GB		
iPad Air 5 th Generation, 64GB		
iPad 10.2 inch 64GB (comparable to 9th gen)		

Bundles or Multi-Packs

iPad 10.2 inch 64GB Wi-fi with AppleCare+ and Logitech Rugged Combo 3		
iPad 10.2 inch 64GB Wi-Fi with Apple Care+ and STM Dux Plus Duo Case		
iPad Air 5 th Generation, 64GB Wi-Fi with AppleCare+ and Logitech Folio Touch Case		
MacBook Air Multi-Packs		

ANY ADDITIONAL COSTS – Provide an attachment to this bid proposal form describing and indicating any additional costs.