



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

**REQUEST FOR QUOTATION #420-19
SALE OF SURPLUS IPADS**

PLEASE SUBMIT QUOTE NO LATER THAN 10:30 A.M. LOCAL TIME ON April 16, 2019. Mark the sealed return envelope in the lower left hand corner with RFQ #, 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.)

This Request For Quote includes Process Overview, Instructions to Proposers, Certifications, Terms and Conditions, RFQ Specification and Quote Forms. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

Company/Submitters Name

Address

City State Zip

Signature

Printed Name Email Address

Telephone # Fax #

Mark A. Booker
Director of Purchasing

Timeline of Events

Following is the timeline of events, subject to change by the District:

Event	Date and Time
Board Declaration of Surplus Equipment	March 26, 2019
Issue/Release Date	March 28, 2019
Pre-Bid Meeting and Viewing: Dr. Marvin D. Roden Technology Center 410 Stadium Dr Garland, TX 75040	April 8, 2019 1:30 PM CDT
Deadline for Contractor Questions	April 9, 2019 12:00 PM CDT
Addendum Posted	April 11, 2019 10:00 AM CDT
Proposals Due	April 16, 2019 10:30 AM CDT
Contractor Award Notification	April 22, 2019
Payment Due	April 24, 2019
Contractor Pickup Deadline	April 29, 2019

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Quotes:

- 1.1.1. For clarification of the specification(s) of this Request For Quote, proposer 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. **All addenda will be issued via the district website at www.garlandisd.net/departments/purchasing/currentbids.asp (Current Bid List). All addenda, if required, will be posted on the aforementioned website by April 11, 2019 at 10:00 a.m., CDT. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses.**
- 1.1.3. Questions pertaining to proposing procedures should be directed to Purchasing Department, Garland ISD. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Department in writing by, April 9, 2019, 12:00 p.m. You may submit this information via email to bids@garlandisd.net and jcfuller@garlandisd.net
- 1.1.4. **PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (COPY) OF QUOTE RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.**

- 1.1.5. Hand-carried quotes or quotes submitted via carrier service are to be delivered to:

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

Quotes 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 Quote envelopes as instructed on the front page. Allow sufficient transit time.

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

- 1.1.6. Once completed and signed, return your Quote form to the Garland ISD Purchasing Department (as instructed above).
- 1.1.7. Quotes 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 quotes.
- 1.1.8. Oral or telegraphic quotes transmitted via the District's facsimile machine or by email are not acceptable. **DO NOT FAX OR EMAIL YOUR QUOTES.**
- 1.1.9. Quotes must be signed by an authorized individual to contractually bind their firm when submitting the Quote. Failure to sign the Quote will be considered as a "mistake in Quote", and the Quote will be rejected as "non-responsive".
- 1.1.10. All pages of this RFQ are to be returned with your quote. It is the proposer's responsibility to ensure the number of pages received is the same number listed on the front of this document. Proposer shall contact the Purchasing Department if discrepancies exist.
- 1.1.11. All prices must be typed or written in ink on the appropriate specification/pricing form(s). Quotes written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Quote. 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. No Quote may be withdrawn prior to opening of quotes 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. Quotes become the property of Garland ISD upon receipt.

- 1.1.13. A quote 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) quote [Local Government Code Subchapter B, Sec. 271.026].
- 1.1.14. Proposers desiring a bid tabulation sheet resulting from this Request For Quote may visit our web site at www.garlandisd.net/departments/purchasing/bidtabulation.asp. 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.
- 1.1.15. 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.

Award/Evaluation of Quotes

- 1.2.1. The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any quote received, waive minor formalities/technicalities and award the quote deemed to be most advantageous to the Garland Independent School District.
- 1.2.2. 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, unless the bidder states otherwise. Quotes shall cover the entire program as described herein. Bidders shall also include copies of any contracts required by the vendors.
- 1.2.3. Tie quotes, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise RFQs, 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).

2. CERTIFICATIONS

- 2.1 By signing this Request for Quote, the undersigned bidder affirms that its company, corporation, firm, partnership or individual has not prepared this RFQ in collusion with any other bidder and that the contents of this RFQ as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or

agent to any other person or firm engaged in this type of business prior to the official opening of this RFQ.

- 2.2 The person whose signature appears on the cover page of this Request for Quote hereby certifies (by signing this document) that the individual and/or firm on whose behalf this RFQ is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this RFQ.
- 2.3 By signing this Request for Quote, the bidder 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 Sale/Purchase resulting from this RFQ, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of bidder to sign RFQ will render RFQ null and void.
- 2.4 **Foreign Terrorist Organization List**
Pursuant to Texas Government Code Chapter 2252, Company certifies that it is not a company identified on the on a list prepared and maintained pursuant to Texas Government Code § 806.051, 807.051, or 2252.153 ("Foreign Terrorist Organization List"). In the event that Company is added to a Foreign Terrorist Organization List at any time during this Agreement, Company shall promptly provide notice to School. Garland ISD may terminate this Agreement immediately upon receipt and verification of information, by any means, that Company has been added to a Foreign Terrorist Organization List.
- 2.5 **Boycott Israel**
Pursuant to Texas Government Code Chapter 2270, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

3. TERMS AND CONDITIONS

- 3.1 Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 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. Bidders should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information before responding to this invitation.
- 3.2 No Smoking or use of any tobacco products are permitted on GISD school property.
- 3.3 This RFQ invitation and any resulting award(s) shall be interpreted within the laws of the State of Texas.
- 3.4 IPads referenced for sale within this Request for Quote shall be "**sold as is**", "**where is**" condition.
- 3.5 All RFQ prices shall remain firm. No exceptions.

- 3.6 No freight/delivery will be paid by the Garland Independent School District.
- 3.7 Awarded Buyer is responsible for the removal of (all) iPads at no expense to the GISD.
- 3.8 All sales are final and contingent upon the following criteria:**
- 3.9 After official notice of award, awarded buyer shall provide **full payment** for (ALL) awarded iPads no later than April 24, 2019 in the form of **cashier's check**. Cashier's Check shall be made payable to the Garland Independent School District and is to be delivered directly to the Garland ISD Purchasing Department Secretary, 501 S. Jupiter, Garland, TX 75042. GISD reserves the right to award iPads to the next highest bidder if funds have not been received by end of business on the deadline payment date.
- 3.10 Payment shall be made with **cashier's check** only. **No cash , personal, or certified checks will be accepted.**
- 3.11 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.

Purpose

Garland Independent School District (District) recently declared a large quantity of iPads as surplus. The District's intent is to solicit bids and sell the surplus iPads through a fair and competitive process. The District intends to acquire the best possible sales price for these devices and invites appropriately qualified and experienced vendors (Contractor) to submit a bid for purchasing all devices as described herein.

Timeline of Events

Following is the timeline of events, subject to change by the District:

Event	Date and Time
Board Declaration of Surplus Equipment	3/26/19
Issue/Release Date	3/28/19
Pre-Bid Meeting and Viewing	4/8/19 9:00 AM CDT
Deadline for Contractor Questions	4/9/19 12:00 PM CDT
Addendum Posted	4/11/19 10:00 AM CDT
Proposals Due	4/16/19 10:30 AM CDT
Contractor Award Notification	4/22/19
Payment Due	4/24/19
Contractor Pickup Deadline	4/29/19

Asset Description

This section provides an overview of the iPads included for sale:

- The District is selling 2,300 iPads, with an original acquisition date between 4/2016 and 5/2017
- The District did NOT custom engrave any iPad
- Power Adapters and Lightning Cables are NOT included with any iPad
- Per District policy, all iPads were required to be in a rugged OtterBox case while in use, ensuring best condition
- Majority of iPads are assumed to be Grade A condition
- All iPads were previously in use and are assumed to be fully functional
- Per District procedures and best practices, all iPads should have already been restored to factory settings
- All iPads should be free of passcodes, removed from District MDM, checked/cleared of any activation locks, and released from Apple School Manager
- All iPads have an OtterBox (Black) case; Shield Stand is NOT included
- All iPads have (1) RFID asset tag and (1) sticker affixed
- All cases have (1) sticker affixed

The following table provides model information; all units in this sale are the same model:

Manufacturer	Apple
Model	A1673
Product Description	iPad Pro 9.7" (Wi-Fi Only)
Storage	128 GB
Color	Space Gray
Sample Serial Numbers	DMPRM8K6H1MJ DMPS449NH1MJ F6PW606ZH1MJ F6QV709RH1MJ F8QT202FH1MJ

Pictures of iPads and Packaging

- For pictures of iPads, cases, and packaging, See **Appendix A – Pictures of iPads and Packaging**

Contractor Data Privacy and Certification Requirements

- Contractor will provide the district a complete itemized audit/inventory listing of all iPads purchased, within 21 days after pick-up
 - For all iPads purchased, Contractor must provide a certificate to District, certifying all personal information has been removed and device has been restored to factory settings
- Per District procedures and best practices, all iPads should have already been restored to factory settings
- In the event Contractor discovers an iPad that was not restored to factory settings, Contractor is responsible for restoring such iPad
- In the event Contractor discovers an iPad that is not functional, Contractor is responsible for either a) repairing the iPad and then restoring to factory settings, or b) disposing/recycling the iPad in a secure and environmentally friendly manner
- If iPad cannot be restored and/or data cannot be electronically removed, deleted, reformatted, degaussed, and/or overwritten, the Contractor will not disclose, publish, and/or make known to the general public or another firm or entity, the existence of any data
- Contractor is responsible for removing all District asset tags and labels

Other Terms and Conditions

- All iPads will be sold in bulk, as is, with no partial bids and with no warranties or guarantees given or implied; all sales are final.
- The District reserves the right to request clarification, conduct discussions with vendors, to request revisions, modify the desired scope, negotiate price changes and/or waive minor informalities
- The District reserves the right to negotiate the final contract terms and conditions with one or more of the most responsive Contractors, as solely determined by the District
- The District reserves the right to discard all Contractor responses if none are deemed in the best interests of the District
- This document does not commit the District to sell surplus iPads or to pay any costs incurred in the preparation of a response to this competitive process

Pre-Bid Meeting and Viewing

- The District will hold a formal pre-bid meeting to provide an overview of the sale and viewing. All Contractor questions must be submitted in writing (see 1.1.3 of this document) and will be answered in the form of an Addendum. The pre-bid meeting will be held onsite at the following address:

Dr. Marvin D. Roden Technology Center
410 Stadium Dr
Garland, TX 75040
- Immediately following the pre-bid meeting, the entire lot of iPads will be available for Contractor viewing and inspection

Bid Submission Form

- Contractors are required to submit a bid form in full. See **Appendix B – Contractor Bid Submission Form**

Evaluation Criteria

- Award will be made to the highest, responsive and responsible Contractor that provides the best overall value to the District
- The most important criterion is price, however, if Contractor does not accept all terms and conditions of this bid, any/all deviations submitted by Contractor will also be considered in determining the best value and interest to the District and final award

Payment

- Awarded Contractor must issue a **cashier's check for the full bid no later than close of business, April 24, 2019**; wire transfers, certified checks, or other forms of payment will NOT be accepted
- Make Cashier's check payable to: "**Garland Independent School District**"
- Payment delivered directly to Garland ISD Purchasing Department Secretary, 501 S. Jupiter, Garland, TX 75042
- Upon payment verification, iPads become eligible for transfer of custody, subject to District scheduling

Award Pickup

- iPad pickup is the responsibility of awarded Contractor
- Upon award, District will notify Contractor of date and central location where iPads will be made available for pickup
- Central pickup location will have loading docks
- iPads are palletized, boxed and wrapped

Appendix A – Pictures of iPads and Packaging







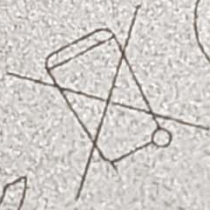




iPad

Designed by Apple in California Assembled in China Model A1673
FCC ID: BCGA1673 IC: 579C-A1673 Serial: DMPRPOZ6H1KJ

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Students

I Pads



Appendix B – Contractor Bid Submission Form

Contractor Information

Company Name	
Address	
Representative Name	
Phone Number	
Email Address	

Contractor Bid

Note: Do NOT include Sales Tax

Description	Quantity	Unit Cost	Unit Cost
Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	2,300	\$	\$
Total Bid			\$

Contractor Acknowledgement

Contractors must also respond to the following questions:

Question 1: Does your company agree to all terms and conditions of this bid, as documented herein? If not, please list and explain any and all deviations in the respective "Deviations" section of this bid.
<input type="checkbox"/> Yes – I agree to all terms and conditions of this bid, as documented herein
<input type="checkbox"/> No – I DO NOT agree to all terms and conditions of this bid and have documented deviations in the appropriate section

Submitted By

Printed Name

Title

Signature

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

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 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 #