



**creative
minds**
INTERNATIONAL
PUBLIC CHARTER SCHOOL

**REQUEST FOR PROPOSAL (RFP)
FOR
APPLE COMPUTERS
AT
CREATIVE MINDS INTERNATIONAL
PUBLIC CHARTER SCHOOL
DUE 12:00 PM ON JULY 22, 2020**

Overview of School

1. Creative Minds International Public Charter School (CMI) serves about 525 District of Columbia students from Pre-K through 8th grade. We are located in the historic Sherman building on the Armed Forces Retirement Home (AFRH) property (3700 N Capitol Street NW, Washington DC 20011).
2. CMI's mission is to offer early childhood, elementary, and middle school DC Public School students a highly engaging, rigorous, international, and inclusive education plan that provides them with the knowledge and skills required for successful participation in a global society through a project and arts-based international curriculum to foster creativity, self-motivation, social and emotional development, and academic excellence.

Intent and Definitions

1. This RFP aims to solicit proposals to procure Apple MacBook Air Computers or similar. The initial quantity is for 75.
2. The term "CMI" refers to Creative Minds International Public Charter School.
3. The term "contractor", "consultant", "vendor" or "bidder" means the responsible bidder.
4. The term "successful vendor" or "successful bidder" refers to the bidder awarded the contract.

Timeline of the RFP

1. Publication of the RFP: July 10, 2020
2. Proposal due date: 12 noon on July 22, 2020
3. Notification of award: July 25, 2020 at the latest
4. Contract effective date: August 6, 2020
5. Date initial items need to be delivered: August 25, 2020

Vendor Qualifications and Requirements

1. As general guidelines, vendor will:
 - Provide equipment that meets or exceeds the technical specifications outlined in the RFP;
 - Provide 75 computers with options for a 48-month (4-year lease) or to purchase outright;
 - Provide clear terms of warranty;
 - For lease option, provide clear terms of service, including repair or replacement of items during the lease period;
 - Be licensed to operate in the District of Columbia;
 - Not be on the exclusion list at SAM.gov.

Product Specifications

1. Each device must meet or exceed the following specifications:
 - Proposals System Type: Apple MacBook Air
 - Processor: 1.1 GHz Intel Dual Core I3 with Turbo Boost up to 3.2GHz with 4 MB L3 cache
 - Processor Generation: 7th or 8th (price difference should be specified)
 - Hard Drive: 256 GB Solid State (SSD)
 - RAM: 8 GB SDRAM
 - Screen Type: Non-touch
 - Screen Size: 13.3 inches
 - Screen Resolution: 2560 x 1600
 - Graphics Coprocessor: Intel Iris Plus Graphics 655
 - Keyboard: Backlit
 - Touchpad Type: Force Touch trackpad
 - Touch ID: Touch ID sensor
 - Number of Thunderports: 2
 - Operating System: Mac OS
 - Headphone jack: 1
 - Warranty: Minimum one (1) year
 - Battery life a minimum of 11 hours
2. Proposals may be for equivalent or better specifications as well as for other brands. However, deviations must be clearly explained and include make/model number and specifications, including items indicated above.

Bid Details and Submissions

1. Basic Requirements
 - Be licensed to do business in the District of Columbia. The amount of the bid shall not exceed the license limit;
 - Capable of providing quality equipment;
2. Bid Details
 - Submit a detailed proposal to realize the goals of this RFP;
 - The bid must include:
 - Clear explanation of any deviations from product specifications in this RFP
 - Detailed bid that breaks out price per computer
 - Comparison of pricing to purchase outright versus a 48-month lease option
 - Estimated timeline for product delivery
 - Terms of the warranty
 - Whether your company is a small business, based in DC, or a Certified Business Enterprise;
 - Three references;
 - Proposal must be signed by an officer of the contractor who is legally authorized agent to enter into a contract.

3. Submissions:

- All questions should be submitted to Heather Hesslink at heather.hesslink@creativemindspcs.org;
- All bid proposals will be accepted until **12:00 PM on July 22, 2020**.
- Interested vendors will respond to the advertised Notice of RFP via email at heather.hesslink@creativemindspcs.org;
- Complete RFP details can be found at <https://www.creativemindspcs.org/requests-for-proposal>;
- Any proposal received after **12:01 PM on July 22, 2020** is deemed non-responsive and will not be considered;
- Proposals will not be accepted by oral communications, telephone, telegraphic transmission, or fax;
- All costs attributable to the preparation of a proposal or any presentation required to supplement or clarify the proposal are borne by the contractor;
- CMI will rank the proposals in terms of meeting the requirements of this RFP. Additional information may be sought from contractor during the evaluation period;
- All proposals will remain valid for a minimum period of 90 days subsequent to the RFP closing date.

Reservation of Rights

1. Any proposal not providing the required information or not conforming to the format specified in this RFP may be disqualified.
2. CMI reserves the right at its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to:
 - Accept or reject, in whole or in part, any or all proposals with or without cause;
 - Waive any irregularity or informality in the RFP process or any proposal;
 - Make corrections or amendments due to errors identified in proposals by CMI or the bidder;
 - Modify and/or amend the final contract in negotiation with the contractor;
 - Select one or more bidders to perform the services;
 - Only make renewals via written agreement between CMI and the vendor.

Document Interpretation

1. In the event of any conflict of interpretation of any part of this overall document, the interpretation shall be governed by the laws of the District of Columbia.

Hold Harmless Agreement

1. The successful bidder(s), its agents, employees (paid or volunteer), directors and/or assigns shall indemnify, hold harmless, and defend CMI, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the bidder and its agents, employees (paid or

volunteer), directors and/or assigns in the indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

2. The vendor will comply with all applicable federal, state, and local laws, rules, ordinances, policies, regulations, licensing, and permitting requirements, and will indemnify, defend, and hold CMI harmless from any liability for failure to comply.

Inspections

1. CMI reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of CMI. If a bidder cannot furnish a sample of the proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, CMI can reject the proposal as inadequate.

Invoice and Payments

1. The bidder(s) who is awarded the contract is required to send all invoices to invoice@creativemindspcs.anybill.com.
2. Invoices shall be provided within 30 days of providing goods and/or services to CMI or according to the terms in the executed contract.
3. CMI will pay invoices on net-30 days.
4. CMI is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, CMI will not be responsible for payment of the taxes. The bidder awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to CMI.

Transition

1. If an executed contract with the bidder terminates for any reason, CMI reserves the right to have a transition period to a new provider. During this transition period, CMI will pay for these goods and/or services to the provider at the negotiated rate(s) in existence at that time. CMI further reserves the right to establish the length of the transition period and communicate this transition period to the provider; however, such transition period shall not exceed 120 days.

Warranties and Associations

1. Bidder(s) shall furnish all data pertinent to warranties or guarantees that may apply to items in the proposal. Bidder(s) may not limit or exclude any implied warranties.
2. Bidder(s) may not use the CMI official logo(s), or any phrase associated with CMI, without written permission from CMI.

Exceptions, Alternations, Additions, or Modifications

1. If any exceptions, alterations, additions, or modifications are submitted by the bidder to any portion of this RFP, the bidder must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the

proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the bidder of the RFP as proposed by CMI. CMI reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

Proposal Preparation Costs and Document Retention

1. All costs related to the preparation and submission of this proposal shall be paid by the bidder. Issuance of this RFP does not commit CMI, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate CMI to award a contract or purchase any goods and services stated in the RFP.
2. All proposed materials and supporting documentation that are submitted in response to this proposal become permanent property of CMI.

Evaluation and Award

1. This RFP in no manner obligates CMI to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of CMI and may be terminated at any time prior to the signing of the contract. CMI may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful bidder(s).
2. If CMI is unable to agree to contract terms, CMI reserves the right to terminate contract negotiations with a bidder and initiate negotiations with another bidder. CMI reserves the right to select services and products from any number of bidders if in its sole discretion, it is in the best interest of CMI to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of CMI and such evaluation and determination of best value shall be solely at the discretion of CMI.
3. Purchase price is not the only criteria that will be used in the evaluation process. Additional factors include:
 - Experience;
 - Function;
 - Quality of proposal;
 - Warranty details;
 - References;
 - Company mission, DC based business, and minority-owned business.
4. CMI reserves the right to award the contract to one or more of the bidders at its sole discretion.

Non-performance by bidder/contractor

1. Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by CMI on the basis of nonperformance.
2. Nonperformance shall be determined as follows:
 - Failure to meet and maintain all qualifications required in this RFP;

- Failure to keep and maintain all required insurance coverage;
- Failure to meet required operating performance standards in the time period required and consistent with workmanlike and professional manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective";
- Failure to rectify deficiencies within thirty (30) days of written notification of such deficiency, or such shorter period of time as set forth in the Contract Documents.

Licensing and Insurance

1. All bidders must supply evidence of appropriate licenses and certifications that apply to this contract and the ability to conduct business in Washington DC.
2. All bidders must provide evidence of insurance or insurability. Contractor shall maintain at its own expense throughout the life of this Agreement, the following insurance with insurers reasonably acceptable to CMI. The successful bidder must provide written notice to CMI at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any policies as evidenced by return receipt of United States certified mail.
 - Workers' Compensation Insurance in the greater sum of (1) the insurance currently maintained by the Contractor, (2) any amounts and scope required by statute or other governing law, or (3) the following: (i) bodily injury by accident - \$100,000 each accident; (ii) bodily injury by disease - \$500,000 policy limit; or bodily injury by disease - \$100,000 each employee;
 - Commercial General Liability Insurance on an occurrence basis in an amount equal to the greater of (1) the insurance currently maintained by the Contractor or (2) \$2,000,000 each occurrence; and such insurance shall include the following coverage; (i) completed operations coverage, (ii) contractual liability coverage, (iii) personal injury coverage, (iv) an endorsement naming CMI, as an additional insured, and (v) an endorsement providing that such insurance as is afforded under Contractor's policy is primary insurance in respect to the additional insureds. NOTE: The additional insured endorsement required herein shall be an ISO Form B (CG 2010 85) or equivalent;
 - Professional insurance (Errors and Omissions) in the same amount as the Commercial General Liability Insurance stated in (B)
2. No endorsement limiting or excluding a required coverage is permitted. In addition to securing the above insurance policies, Contractor shall also require all of its subcontractors to maintain the same types of insurance required of Contractor under this Contract, and, in connection with the subcontractors' commercial general liability insurance policies, Contractor shall also require its subcontractors to provide endorsements (i) naming CMI as an additional insured, and (ii) providing that such insurance as is afforded under the subcontractor's policy is primary insurance as it pertains to the additional insured.
3. No endorsement limiting or excluding a required coverage is permitted. In addition to securing the above insurance policies, Contractor shall also require all of its subcontractors to maintain the same types of insurance required of Contractor under this Contract, and, in connection with the subcontractors' commercial general liability

insurance policies, Contractor shall also require its subcontractors to provide endorsements (i) naming CMI as an additional insured, and (ii) providing that such insurance as is afforded under the subcontractor's policy is primary insurance as it pertains to the additional insured.

Conflict of Interest

1. The perspective bidder, its agents, employees, directors and/or assigns, shall disclose any financial, business or other relationship with CMI that may have an impact upon the outcome of this contract or potential future of the CMI projects resulting from this effort. The prospective bidder, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or CMI projects that will follow. In particular, the prospective bidder its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with any company that might submit a bid on the CMI projects.

Non-discrimination

1. The selected bidder(s) shall comply, and shall require its agents, employees, directors and/or assigns to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or any other prohibited basis.

Bid

Your signature attests:

- ***That you are authorized to sign on behalf of your organization;***
- ***Your proposal to provide the goods and/or services is in accordance to the published provisions of this Request for Proposal unless modifications or alterations are clearly noted in your proposal submission;***
- ***This submission of a response shall be prima facie evidence that your organization has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed;***
- ***Your organization is not listed on the US Excluded Parties List (<https://sam.gov/SAM/>);***
- ***That your proposal has not violated the antitrust laws of this state, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if CMI believes that collusion exists among the proposers. Proposals in which the prices are obviously unbalanced may be rejected.***

SIGNED: _____

TITLE: FULL NAME: (Please Print) _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE NUMBER: _____

Please attach your detailed bid. It must include proof of licensing, liability insurance, workman compensation for contractor's employees, warranties, etc.