

THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

REQUEST FOR PROPOSALS

Chromebooks

Thurgood Marshall Academy—a nonprofit, college-preparatory, public charter school located in Southeast Washington, DC— seeks vendor(s) to supply Chromebooks in the 2023-2024 school year.

Proposals

Proposals/quotations should address all of the following:

- **Device Quotations Only:** Please provide quotations listing device costs and specifications only; do not include warranties, Chrome licenses; peripherals; cases; or any other items extraneous to the device itself.
- **Dell Chromebooks:** For comparison of bids, all vendors are strongly encouraged to provide a quotation for 100 new Dell 3110 Chromebooks (Dell part #939GH) 4 GB RAM, 32 GB eMMC, 11.6" screen, with WiFi
- **Alternates:**
 - Vendors can also provide quotations for **alternative brands**, provided the alternate model is clearly indicated on a distinct, separate quotation that specifies the manufacturer and model quoted, with detailed description/specifications
 - Vendors can propose **refurbished as opposed to new alternatives**, provided the condition is clearly specified on a distinct quotation.
- **Costs/quotation**—bidder must provide itemized as well as total pricing and handling, including but not limited to:
 - Per-unit device pricing
 - Itemized per-unit pricing for any other costs
 - Shipping and handling costs
 - Any other costs, itemized
 - Total, “all in” price
 - Price-break points/discounts, if any
 - Exclude tax (as the school is exempt)
- **Lead time** from order to delivery
- Any “**value added**” offered by vendor
- Any **contract**, agreement, special requirements, terms, or conditions
- Signed “**Appendix II to 2 CFR,**” below (needed to cover costs with federal funds)
- **Do not include effective date in master agreements, if any**—Thurgood Marshall Academy will fill in effective dates (or provide a PO) to winning bidders when it is ready to place orders.
- **Billing:** Vendors should specify whether Thurgood Marshall Academy must prepay in whole or in part, or whether the vendor will invoice the school upon shipment of devices (Thurgood Marshall Academy will fill out credit applications with winning bidders only).
- **Confidentiality Not Guaranteed:**
 - While Thurgood Marshall Academy does not make a practice of sharing quotations, the organization cannot guarantee confidentiality.

- In particular, the school must provide all bids to its regulator, the DC Public Charter School Board, which could be required to make them public.
- Thurgood Marshall Academy will not sign any Non-Disclosure Agreements in relation to this bid or eventual orders.
- ***By submitting a bid, vendors agree that the bid is not confidential, including but not limited to bids submitted bearing the word “confidential.” By bidding, vendors release Thurgood Marshall Academy and the DC Public Charter School Board from any and all liabilities related to quotation or order confidentiality. This provision will survive the bid process and any eventual orders.***

Quantity of 100 Chromebooks, above, is provided for bidding purposes only. Thurgood Marshall Academy reserves the rights to (i) decrease or increase the quantity for the final order; (ii) place multiple orders during the school year (recognizing that pricing and availability may change); (iii) purchase from multiple vendors; (iv) not order certain items from any vendor; (v) order a variety of models/conditions as suits changing school needs, or (vi) defer/cancel entire project. Unless price-break points are detailed in the proposal/quotation, the school’s expectation is that bidders will provide the equipment at the per-unit price bid even if a smaller or larger quantity is ordered.

Preferred vendors will be selected on the basis of the best fit with the school’s needs; factors to be evaluated include device cost, lead time from order to receipt, invoice-based billing (as opposed to deposits/prepayment), and any “value added” by a vendor that supports the school’s technology purchasing.

Additional Information & Requirements

By bidding, vendors agree to Thurgood Marshall Academy’s **General Conditions Statement** (attached).

Amendments/changes (if any) to this RFP will be posted at <https://thurgoodmarshallacademy.org/about/employment-opportunities/>.

Requests for information and protests concerning the bid should be emailed to David Schlossman, dschlossman@tmapchs.org, 202-276-4722. Further information about Thurgood Marshall Academy—including the school’s nondiscrimination policy—may be found at www.thurgoodmarshallacademy.org.

Deadline & Submission

Submissions must respond to this full RFP. All submissions shall be sent by email to dschlossman@tmapchs.org, with a **10-page and a 5 MB file-size limit**. Review of quotations will begin **after July 5, 2023**.

Attachments follow.

A General Conditions Statement regarding Proposals

The following general conditions apply to all RFPs issued by Thurgood Marshall Academy, whether published publicly or circulated only to invited bidders. The conditions also apply to any proposal made by a vendor to Thurgood Marshall Academy independent of an RFP process, whether provided “cold” by a vendor or requested by Thurgood Marshall Academy. By submitting any proposal of any kind, vendors agree to these conditions.

Acceptance of a proposal neither commits Thurgood Marshall Academy to award a contract to any vendor, even if all requirements stated in the RFP are met, nor limits the school management’s rights to negotiate in Thurgood Marshall Academy’s best interests. School management reserves the right to contract with a vendor for reasons other than the lowest price. The pricing, terms, and conditions offered in any vendor’s response to any RFP must remain valid for 90 days from the date the proposal is delivered. Expenses incurred in the preparation of proposals in response to any RFP and any follow-up information provided is the vendor’s sole responsibility. Except in cases in which the school has published an RFP or related information, any information contained in any RFP or released in relation to any RFP is confidential and may not be disclosed without the express written permission of Thurgood Marshall Academy. All RFPs and all information released by Thurgood Marshall Academy or its agents related to RFPs, whether published publicly or circulated by invitation, constitute the intellectual property of Thurgood Marshall Academy and may not be reproduced without express written permission. Only managers—generally the Executive Director—and Trustees may obligate the school to a contract.

Conflicts of Interest

Vendor must disclose in proposal any potential conflicts of interest presented by the project, whether the potential conflict relates to a business or a personal relationship.

CBE Registration: Registration as a DC Community Business Enterprise (“CBE”) is a “plus” except when funding sources prohibit a geographic preference.

Non-debarment: By submitting a bid, contractors affirm that they (and lessors/subcontractors, if any) are not an excluded party by or disbarred from doing business with or accepting funds from either the U.S. federal government or the government of the District of Columbia. The vendor attests that neither the firm nor any individual principal of the firm is debarred as described above.

RFP Amendments: Unless otherwise indicated, amendments and extensions of RFPs—if any—will be published exclusively on the school website— www.thurgoodmarshallacademy.org (with e-mail notice to bidders who have already submitted proposals including e-mail addresses when possible).

Contact: For further information regarding any RFP contact Chief Operating Officer **David Schlossman**, dschlossman@tmapchs.org. Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at www.thurgoodmarshallacademy.org.

END OF RFP

CONTRACT APPENDIX

Compliance with Appendix II—2 CFR 200.326 Provisions

This Appendix is incorporated into the contract.

The contractor agrees to abide by all *applicable* requirements of Appendix II—2 CFR 200.326 (“Appendix II”). While sections below describe specific commitments by the contractor (and where applicable the client) to observe requirement under Appendix II, the language included in this appendix is not intended to be comprehensive; it is the contractor’s responsibility to follow all relevant laws and provisions of Appendix II, whether or not they are articulated in whole or part in this document.

The contractor agrees to inclusion in the contract of the following provisions that appear to apply to contracts under Appendix II.

Area <i>Threshold note</i>	Requirement
Remedies Clause <i>Contracts > \$250K</i> <i>(Federal Simplified Acquisition Threshold)</i>	While nothing in this Appendix shall diminish or waive remedies specified in the contract, the remedies requirements specific to Appendix II of 2 CFR 200 do not apply unless the executed contract exceeds \$250,000. Should the contract exceed \$250,000, the contractor will negotiate in good faith remedies provisions compliant with Appendix II.
Termination for Convenience <i>Contracts > \$10K</i>	The parties agree that the body of the contract contains a clause complying with Appendix II termination-for-convenience requirements.
Equal Opportunity Employment <i>Construction contracts at any amount</i>	The contractor agrees to follow all applicable Equal Opportunity Employment requirements, including those required by Appendix II.
Davis-Bacon Act <i>Construction contracts at any amount</i>	The body of the contract contains provisions requiring compliance with the Davis-Bacon Act.
Copeland “Anti-Kickback” Act <i>Construction contracts at any amount</i>	The contract and client agree to abide by the provisions of the Copeland Act.
Hours & Safety Standards <i>Contracts applicable to mechanics or laborers & >\$100K</i>	The contractor must employ qualified mechanics and laborers, and must follow all applicable Hours & Safety Standards, including those required by Appendix II.

<p>Rights to Inventions <i>Contracts of any values entered into for the performance of experimental, development or research work</i></p>	<p><i>This clause applies only to contracts for the performance of experimental development or research work:</i> If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, development, or research work under that “funding agreement,” the contractor acknowledges and will comply with Thurgood Marshall Academy’s work to 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.</p>
<p>Clean Air/Water <i>Contracts > \$150K</i></p>	<p>The contractor agrees to follow applicable clean air/water standards as required by Appendix II.</p>
<p>Energy Efficiency <i>All contracts</i></p>	<p>The contractor will follow all mandatory standards and policies relating to energy efficiency which are contained in the state/District of Columbia energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).</p>
<p>Byrd Anti-Lobbying <i>Contracts >\$100K</i></p>	<p>The contractor and the client agree to abide by Byrd Anti-Lobbying provisions as required under Appendix II.</p>
<p>Recovered Materials <i>All contracts;</i> <i>Items where price >\$10K</i></p>	<p>(1) In the performance of this contract, or any purchase where the price of the item exceeds \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p>

<p>Other All contracts</p>	<p>(1) Contractor agrees to abide by and/or assist Thurgood Marshall Academy in abiding by any other regulation under Appendix II or Uniform Guidance 2 CFR 200.317-326 that applies to the circumstances of the contract.</p> <p>(2) Contractor agrees to abide by and/or assist Thurgood Marshall Academy in abiding by any other laws and regulations pertaining to the contract, including but not limited to those communicated by federal or District of Columbia agencies or grant monitors.</p>
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For Thurgood Marshall Academy

For the Contractor

Thurgood Marshall Academy _____

Client

Company Name

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date