



## **REQUEST FOR BID PROPOSAL**

**Apple iPads and Apple TV Receivers**

**Posted June 15, 2022**

Bear Creek Community Charter School  
30 Charter School Way  
Bear Creek Township, PA 18702  
[www.bearcreekschool.com](http://www.bearcreekschool.com)

**Request for Proposals (Bid) for  
Apple iPad Model MK2K3LL/A and Apple TV 4K Digital Multimedia Receiver**

You are invited to submit a formal proposal (bid) for **Apple iPad and Apple TV** for Bear Creek Community Charter School in accordance with the attached General Conditions and Specifications.

Proposals from bidders will be received by Bear Creek Community Charter School, 30 Charter School Way, Bear Creek Township, Pennsylvania 18702 until **11:00 a.m. local time, on Friday, July 8, 2022.** Proposals must be emailed to the attention of Jim Smith at [jim.smith@bearcreekschool.com](mailto:jim.smith@bearcreekschool.com)

E-mailed proposals will only be deemed accepted for consideration upon delivery of a confirmation e-mail from [jim.smith@bearcreekschool.com](mailto:jim.smith@bearcreekschool.com) to vendor's e-mail address indicating receipt of proposal. If vendor does not receive a confirmation of receipt of proposal via e-mail, vendor should consider proposal not to have been delivered.

Bear Creek Community Charter School reserves the right to postpone bid review and analysis to a later date/time beyond original due date/time. Once time has been called and the first proposal has been opened, any proposals received thereafter will be rejected. Bear Creek Community Charter School reserves the right to reject any and all bids or to waive any informality in bidding.

Questions may be e-mailed to [jim.smith@bearcreekschool.com](mailto:jim.smith@bearcreekschool.com)

The contents of this document were developed under a Charter Schools Program (CSP) Subgrant awarded to Bear Creek Community Charter School under the Pennsylvania Charter Schools Program award by the U.S. Department of Education. However, those contents do not necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.

## General Conditions

Bear Creek Community Charter School seeks competitive bids for **Apple iPads and Apple TV 4K Digital Multimedia Receivers** as per the specific criteria to follow. The School expects to purchase a minimum of seventeen (17) of each device, with larger quantities possible. Actual quantities will depend on final costs. Vendor must specify if there are any limits on quantity of units the School may purchase in response to this RFP. Vendor must indicate if there are any quantity minimums or maximums for the model requested.

All shipping costs associated with delivery to Bear Creek Community Charter School should be incorporated into product pricing. No separate shipping or handling charges will be paid.

Handwritten responses are not acceptable.

**Due to supply chain concerns, vendor must indicate in response guaranteed delivery times and any potential issues in delivery.**

No product substitutions will be allowed.

Bids should include all discounts.

Bids must be valid for at least 90 days following bid due date.

Bear Creek Community Charter School is not subject to state sales tax; therefore sales tax should not be included in the bid. The appropriate sales tax exemption documentation will be provided once the bid has been awarded.

Bear Creek Community Charter School will not contract or award contracts to any person or company who is debarred or suspended. By submitting a bid to this Request for Proposal, the vendor affirms they have not been debarred or suspended and is not excluded or disqualified (2 CFR Part 200, Appendix II, and 2 CFR §§ 180.220 and 180.300).

By submitting a proposal/bid, the vendor acknowledges:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Bear Creek Community Charter School reserves the right to negotiate with any or all offering proposals, to reject any or all proposals, and to call for best and final offers after negotiations have concluded. The District reserves the right to select more than one provider if necessary.

Bear Creek Community Charter School may accept any bid offered on an all, some, or none basis, based on funding available, whichever is in the best interests of the School.

Bear Creek Community Charter School is an equal opportunity educational institution, is a non-sectarian institution in all respects, and does not discriminate against any student, employee, or other person on the basis of race, ethnicity, national origin, gender, sexual orientation, or disability, or any other criteria prohibited by law.

## Specific Criteria

- 1. Quote/Price for Item #1 – Apple iPad 9<sup>th</sup> Generation WiFi Model MK2K3LL/A**
  - 10.2” Retina Display
  - WiFi
  - 64GB
  - Charging Cord/Power Adaptor
  - Color to be Space Gray
  - Estimated Quantity: 17
  
- 2. Quote/Price for Item #2 – Apple TV 4K Digital Multimedia Receiver Model MQD22LL/A**
  - 32GB
  - Siri Remote
  - WiFi Compatible
  - Apple Air Play Support
  - Power Adaptor
  - Estimated Quantity: 27

All Apple devices must be new and not refurbished units.

## ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS

The following provisions are required when a public school spends federal funds for any contract. Accordingly, except where stated not applicable, the following terms apply to the Contract because it is expected Vendor will be paid with such funds.

### A. Vendor Violation or Breach of Contract Terms

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.

In addition to other terms stated in the Contract, Vendor at no cost to the School shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The School reserves the right to reject any item reasonably determined by the School as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, School may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the School for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to School shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. This term shall apply without regard to the Contract amount.

### B. School Termination for Cause and for Convenience

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the School, including the manner by which it will be effected and the basis for settlement.

In addition to other terms stated in the Contract, School reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the School shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. This term shall apply without regard to the Contract amount.

C. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Under 2 CFR Part 200, and specifically § 200.321, the School and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

D. Domestic Preferences

Under 2 CFR Part 200, and specifically § 200.322, the School expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

E. Procurement of Recovered Materials

Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by School during the preceding fiscal year exceeded \$10,000), must require contractor compliance with §6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

F. General Compliance and Cooperation

Vendor shall make a good faith effort to provide the School such information and to satisfy School requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.