

# THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

## REQUEST FOR PROPOSALS

### Van

Thurgood Marshall Academy (“school”)—a nonprofit, college-preparatory, public charter school located in Southeast Washington, DC—seeks to purchase or lease 15 passenger-vans for student transportation purposes.

### **Bidders Questions**

All questions must be sent via email to [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org) and [jrydstrom@tmapchs.org](mailto:jrydstrom@tmapchs.org).

### **Scope of Work**

Thurgood Marshall Academy seeks bids for purchase or lease of one or more new or used vans.

The school may award contracts to separate bidders for any of these items, or may award some or all contracts to a single bidder. Proposals will be evaluated by the Chief Operating Officer in consultation with other school leaders based on cost, feasibility/lead-time, bidder qualifications, and overall suitability of proposals to school needs. A winning bidder’s proposal will be part of the contract by reference.

For each van, please describe all of the following:

- Bidder qualifications
- New or used vehicle
- Purchase or lease (and if lease, the lease terms and any value-added in comparison with purchase)
- Make & Model: The vehicles must seat 15 passengers with seat belts and should be Ford Transit, Chevy Express, GMC Savana, Mercedes-Benz Sprinter models and/or comparable makes and models
- Height (for garage clearance) 80” preferred; 83” maximum
- Security system
- Total price (e.g. total cost - “out the door” cash price); prices must “stand alone” for each van, but bidder can describe available discounts including quantity discounts; the school’s pre-bid plan (subject to change at the school’s discretion) is to acquire two (2) 15-passenger vans
- Note that Thurgood Marshall Academy is a 501(c)(3) tax-exempt organization
- Vehicle and performance specifications including, but not limited to, VIN, vehicle history report, year, mileage, weight, width, cargo capacity, wheelbase, fuel capacity, fuel economy, and horsepower
- Lead time from order to delivery if van is not currently in-stock
- Contract or terms-and-conditions
- Any other requirements or obstacles known to the bidder at the time of the bid

Winning bidders will need to provide Certificate of Insurance and a current form W-9.

### **Additional Requirement & General Information**

**General Conditions Statement & “Appendix II” Agreement:** By bidding, contractors agree to the General Conditions Statement found below. Please also sign the “Appendix II” that permits the school to allocate federal funds to the costs.

**Federal Funds & Non-debarment:** Thurgood Marshall Academy may cover all or part of the lease costs with federal funds. For bid purposes, assume 100% of bid cost (which is also budgeted cost) could be covered by federal funds. 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.

**RFP Amendments:** Amendments and extensions of the RFP—if any—will be published exclusively on the school website (with e-mail notice to bidders who have already submitted proposals including e-mail addresses) at the URL below:

<https://thurgoodmarshallacademy.org/about/employment-opportunities/>.

**Contact:** To inquire about or protest this bid, contact **David Schlossman, 202-276-4722, [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org)**. Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at [www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org).

### **Deadline & Submission:**

- Bids/quotations should not exceed **10-pages (plus contract) and a 5 MB file-size limit**
- Email bids/quotations to [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org)
- Review of proposals will begin after **Friday, January 19, 2024**.

## 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 (optional/a plus):** Contractors may submit their registration number as a DC Community Business Enterprise (“CBE”) if registered with the DC Department of Small & Local Business Development. Such registration will be a factor—but not necessarily a sole or determining factor—in the school’s consideration of bids, 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](http://www.thurgoodmarshallacademy.org) (with e-mail notice to bidders who have already submitted proposals including e-mail addresses).

**Contact:** For further information regarding any RFP contact Chief Operating Officer **David Schlossman, 202-276-4722, [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org)**. Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at [www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org).

## 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.

<b>Area</b> <i>Threshold note</i>	<b>Requirement</b>
<b>Remedies Clause</b> <i>Contracts &gt; \$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.
<b>Termination for Convenience</b> <i>Contracts &gt; \$10K</i>	The parties agree that the body of the contract contains a clause complying with Appendix II termination-for-convenience requirements.
<b>Equal Opportunity Employment</b> <i>Construction contracts at any amount</i>	The contractor agrees to follow all applicable Equal Opportunity Employment requirements, including those required by Appendix II.
<b>Davis-Bacon Act</b> <i>Construction contracts at any amount</i>	The body of the contract contains provisions requiring compliance with the Davis-Bacon Act.
<b>Copeland “Anti-Kickback” Act</b> <i>Construction contracts at any amount</i>	The contract and client agree to abide by the provisions of the Copeland Act.
<b>Hours &amp; Safety Standards</b> <i>Contracts applicable to mechanics or laborers &amp; &gt;\$100K</i>	The contractor must employ qualified mechanics and laborers, and must follow all applicable Hours & Safety Standards, including those required by Appendix II.

<b>Rights to Inventions</b> <i>Contracts of any values entered into for the performance of experimental, development or research work</i>	<p><b><i>This clause applies only to contracts for the performance of experimental development or research work:</i></b></p> <p>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>
<b>Clean Air/Water</b> <i>Contracts &gt; \$150K</i>	<p>The contractor agrees to follow applicable clean air/water standards as required by Appendix II.</p>
<b>Energy Efficiency</b> <i>All contracts</i>	<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>
<b>Byrd Anti-Lobbying</b> <i>Contracts &gt;\$100K</i>	<p>The contractor and the client agree to abide by Byrd Anti-Lobbying provisions as required under Appendix II.</p>
<b>Recovered Materials</b> <i>All contracts;</i> <i>Items where price &gt;\$10K</i>	<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—</p> <ul style="list-style-type: none"> <li>(i) Competitively within a timeframe providing for compliance with the contract performance schedule;</li> <li>(ii) Meeting contract performance requirements; or</li> <li>(iii) At a reasonable price.</li> </ul> <p>(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p>

<b>Other</b> <b><i>All contracts</i></b>	<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

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Signature

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Printed Name & Title

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Printed Name & Title

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Date

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Date