

THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

REQUEST FOR PROPOSALS

Fitness Equipment

Thurgood Marshall Academy—a nonprofit, college-preparatory, public charter school located in Southeast Washington, DC—seeks proposals for the supply, installation, and servicing of new fitness room equipment, along with the disposal of current fitness room equipment, for our high school facility.

Scope of Work

Scope of Work—General Provisions

Thurgood Marshall Academy seeks bids to meet the specifications included in this RFP. The school expects to make a single award but may award contracts to separate bidders (by way of example only, the school might award the equipment contract to one vendor and the service contract to another). Proposals will be evaluated by the Chief Operating Officer in consultation with other school officials based on price, 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.

Please provide all of the following:

- Plan to fulfill all requirements of this RFP, including but not limited to
 - a detailed description and documentation of the proposed equipment, including brand, model, specifications, and safety
 - commitment to plan optimal use of space in coordination with Thurgood Marshall Academy employees
- Itemized price for equipment, installation, and other project elements detailed in this RFP, including but not limited to
 - itemized costs for each piece of equipment
 - installation cost
 - cost to remove and responsibly dispose of current equipment selected for disposal by the school
 - service agreement costs and terms
 - all other project costs
- Total price
- Regarding pricing, note the following:
 - Total and itemized prices must “stand alone,” but bidder can describe separately any available discounts, alternate options, etc.;
 - Thurgood Marshall Academy is a 501(c)(3) tax-exempt organization
- Warranty information for the equipment
- Describe maintenance that can be undertaken by general facility maintenance staff or by physical education teachers (as opposed to equipment vendors)—preference will be given to equipment that is easy to use and maintain

- Installation schedule, including
 - Lead time from order to start of installation
 - Expected project duration
 - Note that the winning bidder commits to working (to the greatest extent feasible) with the school to schedule work during a period, such as a school break, when installation will have the least impact on occupants
- Contract or terms-and-conditions.
- Exclusions or work that must be performed by other contractors.
- Any other requirements or obstacles known to the bidder at the time of the bid.
- Bidder qualifications.
- Three client references, including email and telephone contact information.
- Signed Appendix II document (attached) in case federal funds are used for the project.
- Winning bidders will need to provide Certificate of Insurance and a current form W-9.

Scope of Work—Services

The scope of this project includes the following:

- Planning with Thurgood Marshall Academy employees for optimal layout of fitness equipment selected by Thurgood Marshall Academy, including but not limited one or more site visits to assess space in coordination with school employees
- Documentation of the quality, safety, and warranties for equipment
- Supply and delivery of new equipment
- Installation of the equipment in designated areas within the school’s fitness room
- Ensuring all equipment meets safety standards and specifications suitable for high school use
- Removal and environmentally-responsible disposal of current equipment designated by school for disposal
- Provide adequate on-going service contract terms and pricing

Scope of Work—Equipment

While this RFP specifies that the winning bidder will visit the school facilities and plan final equipment orders and layout, for the purposes of bid comparison vendors must base their proposal on providing the following equipment (bid based on one unit of each type of equipment, but indicate price-breaks for higher quantities of individual units and/or for general order size).

Equipment Type	Specifications Sought
All equipment	<ul style="list-style-type: none"> • Demonstrated quality/durability • Reputable brand using sturdy materials and providing equipment suitable for high school gym use • High maximum weight capacities • Ease of use and maintenance • Documented certification of safety • Alignment with all other standards and needs described in the RFP • New (not refurbished) equipment

Equipment Type	Specifications Sought
Elliptical	<ul style="list-style-type: none"> • Emergency stop buttons • Adjustable stride length • Range of resistance levels • Display console • Programmable (to allow users to achieve different fitness levels) • Center Drive (offers a more compact design and smoother feel) • Oversize Pedals • Handlebars with multiple grip options • Heart rate monitoring • High maximum weight capacity • Minimal noise level
Treadmill	<ul style="list-style-type: none"> • Spacious running deck (e.g., 20 in. wide, 55-60 inches long) • Adjustable incline • Speed range of 0.5-12 mph or higher (to cater to both walkers and runners) • Frame construction that can withstand heavy use and support of varying weights • Emergency Stop buttons and safety key • Console display that is clear and easy to read and shows (i) speed, (ii) distance, (iii) time, (iv) incline, (v) calories burned, and (vi) heart rate
Stationary Bike (upright)	<ul style="list-style-type: none"> • Adjustable seat and handlebars to accommodate users of different heights and body sizes comfortably • Multiple resistance levels • Console Features: display that shows essential metrics such as time, distance, speed, calories burned, and heart rate • Pedals with adjustable straps • Quiet belt drive • Padded seats • Ergonomic handlebars • Stable frame • High weight capacity • Emergency stop button

Equipment Type	Specifications Sought
Row Machine	<ul style="list-style-type: none"> • Magnetic resistance (to offer adjustable resistance levels controlled electronically, which is quieter than air resistance) • Sturdy frame construction to withstand heavy use, • Stability and smooth rowing. • Comfortable seating • Console display showing time, distance, calories burned, etc. • Adjustable footrests and straps • Adjustable handlebars or grips • Range of resistance levels • High maximum weight capacity
Ab Machine	<ul style="list-style-type: none"> • Comfortable seating/padding; supports proper body alignment during exercises to prevent strain or injury • Stable construction, including non-slip features • High maximum weight capacity
Lateral Pull Down/Multi Press and Leg Curl	<ul style="list-style-type: none"> • Selectorized (has a level of resistance adjusted by moving pins or levers). That is, machines that use a stack with a pin for selecting resistance, which allows for easy, quick adjustments without adding or removing plates. • Adjustable seat height and thigh pads • Adjustable handles with comfortable grips • Both lateral pull down and low row functions • Sturdy frame and durable upholstery to withstand heavy use • Locking mechanism or safety stop

Additional Requirements & General Information

Bid Disclosures: While Thurgood Marshall Academy does not make bids public directly (e.g., it does not publish bids on its own website), this Request For Proposals is a public bid and proposals are subject to disclosure; by way of example only, bids must be submitted to the DC Public Charter School Board per DC law; and the school reserves the right to share information about bids with trade publications and the like upon reasonable request.

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 has adequate general funds to pay for the project, but may choose to cover all or part of the 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—www.thurgoodmarshallacademy.org (with e-mail notice to bidders who have already submitted proposals including e-mail addresses).

Questions & Protests: To inquire about or protest this bid, contact **David Schlossman, 202-276-4722, dschlossman@tmapchs.org**. Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at 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
- Review of proposals will begin after **August 8, 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.

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.***

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

Federal Funding Information & Requirements

As Thurgood Marshall Academy may support the project with federal funds, bidders are informed of the following and must abide by applicable provisions.

- **Project Budget (for federal funding purposes):** The budget for the project will be determined based upon bids received and funds available. Thurgood Marshall Academy intends that up to 100% of the annual project cost could be financed with federal money. Thurgood Marshall

Academy has non-federal funds adequate to complete the project if federal funds do not cover costs.

- **Conformance with Laws:** It shall be the responsibility of the vendor to perform work under the contract in conformance with all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies. The vendor shall ensure compliance with the DC Office of the State Superintendent of Education (“OSSE”) and US Code of Federal Regulations (CFR) requirements. By bidding, vendors agree to comply with all *applicable* regulations, which may include, but are not limited to, the following:
 - Equal Opportunity Employment
 - 2 CFR 200 applicable regulations
 - Copeland “Anti-Kickback” regulations, if applicable
 - Contractor provisions of the DC School Safety Omnibus Act of 2018 (“SSOA”)
- **Appendix II of 2 CFR 200:** Bidders must execute as part of the contract Thurgood Marshall Academy’s contract appendix intended to comply with Appendix II of 2 CFR 200, which itemizes certain requirements of projects funded by federal funds—review the attached template, noting that many Appendix II requirements apply only to projects above a specific cost.
- **Small, Woman-owned, and Minority-owned Businesses** are preferred, although not required.
- **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.
- The **Davis-Bacon Act** likely does *not* apply to this non-construction project. It is the vendor’s responsibility to make that determination, however, and if the scope requires labor covered by the Davis Bacon Act, then vendors and their subcontractors must comply with the wage and reporting requirements imposed by that Act, including but not limited to submitting to Thurgood Marshall Academy’s COO weekly certified payrolls records on the WH-347 form (or comparable documentation acceptable to Thurgood Marshall Academy and its funders).
- There is **no geographical preference** for this project (e.g., DC CBE does not apply).
- **LEED** standards and other construction provisions do not apply to this non-construction project.
- **Conflicts of Interest:** Any known relationship between the bidder or its subcontractors and employees, Board members, or agents of Thurgood Marshall Academy must be disclosed in detail in the bid.
- **Additional Vendors:** Thurgood Marshall Academy reserves the right to invite additional vendors to bid following the bid deadline.

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.

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 <i>All contracts</i></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