

THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

REQUEST FOR PROPOSALS

Contractor to Renovate Classroom, Library & Breakroom

Revised 3/6/2026 as follows: The deadline to submit questions has been changed to March 16, 2026.

Thurgood Marshall Academy—a nonprofit, college-preparatory, public charter high school located in southeast Washington, DC—seeks a qualified contractor to reconfigure spaces in its building.

1) Project Description

Project Overview

Thurgood Marshall Academy owns its Main Building, located at 2427 Martin Luther King, Jr. Ave. SE in Washington DC, which was built in the early 20th century and gut-renovated in 2004. Along with an adjacent athletic center, the building serves approximately 400 students and 80 staff. The school plans for a further total renovation in the 2040s. In the interim, building use and changing instructional strategies have led to the need for a variety of small-scale renovations. **The school seeks a qualified contractor to reconfigure spaces in its building based on designs by DLR Group/Bowie Gridley Architects.**

While the school contemplates a variety of renovations to support students and staff; the current RFP will cover only Phase 1 of planned renovations, detailed later in this RFP but summarized as follows:

- Library renovations to create additional instructional and resource spaces
- Modernization of the employee break-room and adjacent workroom
- Subdivision of a single classroom to pilot creation of additional small-class instructional spaces

Schedule

The following schedule describes the school's goals but is *subject to change*:

- March 19, 2026 – contractors submit bids (for best consideration as review begins after this date)
- April 13, 2026 – contract executed
- June 22, 2026 – construction begins (staging and on-site prep work can begin 6/15/2026)
- August 7, 2026 – substantial completion

Bid Evaluation

Bids will be evaluated by Thurgood Marshall Academy's Chief Operating Officer ("COO") in consultation with advisors. This bid is intended to comply with federal "competitive bid" standards (not "sealed bid" standards); by bidding, contractors agree to abide by federal grant requirements. When evaluating bids, school officials will consider price, vendor qualifications (especially but not only school construction experience), schedule/lead-time commitments, third-party references, and alignment between the bidder's proposal and the school's needs as detailed in this RFP. Thurgood Marshall Academy will award services to the individual or firm which, in the Thurgood Marshall Academy's judgment, is in Thurgood Marshall Academy's own best interest.

Budget

Federal grant requirements indicate that grantees are to disclose the following:

1. The percentage of project costs to be financed with federal funds is projected to be 64% of total project costs (inclusive of school personnel costs, design costs, and construction).
2. The dollar amount of the project to be financed with federal funds is \$300,000 of a \$470,000 total estimated project cost.
3. An estimated \$170,000, or 36% of estimated total project costs, will be paid from Thurgood Marshall Academy's general funds, sourced primarily from DC per-pupil school funding; while

school general funds also include private donations, for grant-reporting purposes, 0% and \$0 dollars will be funded by specifically earmarked nongovernmental funds.

The school recognizes that project costs may modestly exceed the grant, and it has general funds in-hand and adequate to cover project costs.

2) Meetings & Bid Deadlines

- **Bidders' Meetings** (optional) at
2427 Martin Luther King Jr. Ave. SE, Washington, DC, 20020
(please RSVP to dschlossman@tmapachs.org; street parking only; adjacent to Anacostia Metro)
 - **Wednesday, March 4, 2026, 3 pm**
 - **Thursday, March 12, 2026, 3 pm**
 - Further meetings or individual site visits to be scheduled at the discretion of Thurgood Marshall Academy.
- **Questions Deadline:** All questions must be received as described in the Questions & Information section below by **March 16, 2026** ~~March 17, 2026~~.
- **Proposal Deadline:** Review of bids will begin after **Thursday, March 19, 2026**; bids must be submitted via email to dschlossman@tmapachs.org (see details under Submittal Information, below).

3) Scope of Work

Proposals must respond to this full Request For Proposals ("RFP"), which consists of (1) this RFP document, (2) DLR Group's Construction Documents (architectural and engineering drawings), and (3) DLR Group's Project Manual. The school reserves the right to provide updated information (via public postings) during the bid process. While the school and the project must adhere to school-safety best practices and federal grant requirements, nothing in this RFP document is intended to contradict or override any element of DLR Group's Construction Documents or Project Manual.

- **Quality & Security** –
 - By bidding, vendors commit to provide goods and services that meet or exceed industry standards and best practices, and that do not expose the school to any known or likely risks.
 - The contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia (i.e., local and state) as well as federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.
 - Contractor shall be responsible for background checks (including at a minimum criminal and National Sex Offender database checks) for all its employees and for all subcontractors. The contractor will provide background check results to the school upon request. Valid IDs will be required for all persons entering the school building.
- **Schedule** – Bids must provide a schedule of work consistent with but more detailed than the project schedule above (section 1).
- **Site Protection** –
 - Winning bidder will be responsible for protecting areas not under construction from dust, damage, etc.
 - Construction will take place while summer session is in operation, so winning bidder must ensure construction does not create hazards for occupants and make a good faith effort to mitigate noise and other impacts of construction on school operations.
- **Client Purchases** –
 - **Library Carpet** – school has carpet for library renovations in-hand
 - **Furniture** – school (rather than contractor) will procure furniture

- **Implement Architect’s Design**
 - This is a construction project, not a design-build project.
 - The contractor winning the bid shall be required to cause the construction to be completed in a manner consistent with the design documents provided by architects and approved by Thurgood Marshall Academy.
 - The contractor will also work with the school and the architects to resolve any change orders and/or issues discovered in the field.
- **Project Elements Summary** - In brief, the scope includes but is not limited to the demolition and construction in the following spaces (consult architect’s designs and drawings for specifics):
 - Library
 - Expand corner of existing classroom.
 - Convert circulation workroom into classroom, including any necessary demolition.
 - Move library entry doors so classroom doors are directly accessible from the hallway.
 - Add a glass operable partition, bulkheads, etc., to create a resource room/flex-space on one side of the library.
 - Lounge & Workroom
 - Remove and responsibly dispose of existing cabinetry, appliances, and furniture.
 - Rehabilitate walls and floors per architect’s specifications.
 - Procure and install new cabinetry.
 - Work with school to install school-purchased major appliances (school will procure and install counter-top appliances).
 - Relocate lounge door, electric RFID-controlled strike, etc., as specified in drawings to create a lounge/workrooms suite from currently-separate rooms.
 - Renovate adjacent workroom as specified by drawings, including but not limited to conversion of a pass-through hallway into a “phone booth” style workspace.
 - Classroom subdivision
 - Demolish a non-load-bearing closet wall.
 - Construct two small classrooms from the merged classroom/closet.
 - All areas of work—reconfigure HVAC, electrical, fire system, MEP, etc., as specified in drawings to serve new configuration and meet necessary codes.
- **Contractor Procures Materials and Equipment**
 - Except for the client purchases noted above, winning bidder will procure all materials and equipment; costs (including for procurement and shipping) must be included in the project cost.
 - All materials must be of high quality, compliant with relevant codes, and suitable for use in a school.
 - Materials and equipment, whether procured/provided by the winning bidder or a subcontractor, must be certified as compliant with Build America Buy America federal requirements.
- **Labor & Payrolls** – winning bidder must ensure that it and its subcontractors pay the job-appropriate prevailing wage per the Davis-Bacon Act as guided by SAM.gov, and the winning bidder is responsible for timely delivery to the school of certified payrolls using Form WH-437.
- **Permits** – The building permit will be obtained by Thurgood Marshall Academy and its consultants. The contractor that wins the bid will be responsible for all trade permits.
- **Other** – Contractors shall undertake construction per project plans and best practices, including but not limited to the following (unless undertaken by the architect per standard practices):
 - Participating in meetings to plan work and track its progress;
 - Developing a system of cost control for the project, including regular monitoring of actual expenses as well as estimates for uncompleted tasks and proposed change orders;
 - Administering subcontracts;
 - Preparing payment requests, verifying their accuracy, and forwarding them for approval and payment;

- Inspect work, prepare a punch-list (including but not limited to items flagged by the school and its advisors), and resolve punch-list items promptly;
- Maintain and share notes to support as-built drawings; and
- Assemble and review closeout documentation.

4) **Questions & Information:**

- **Project questions process:**

- Questions about the bid and/or project must be submitted in writing to dschlossman@tmapchs.org
- The school will create a Google Doc responding to questions on an ongoing basis; school officials make no guarantee regarding response times to questions but will make an effort to respond within one business day.
- The school will send the Question Set link to vendors who provide their email address, but it is the bidders' responsibility to check the Google Doc for updates.
- The Bidders' Meetings described above provide an opportunity to view the site, but bidders' questions should still be submitted by email.
- Amendments and extensions of the RFP—if any—will be published exclusively on the page linked below (with e-mail notice to bidders who provide email addresses): <https://thurgoodmarshallacademy.org/about/employment-opportunities/>
- Post-bid queries or protests must be delivered via email within 10 business days of bid decision notification.
- Address general questions to **David Schlossman**, 202-276-4722, dschlossman@tmapchs.org.
- Further information about Thurgood Marshall Academy—including the school's nondiscrimination policy—may be found at www.thurgoodmarshallacademy.org.

5) **Proposal Requirements**

5.a) Provide a proposal responsive to all elements of this RFP.

5.b) **Costs & Contracts**

- **Bid Commitments** – By bidding, vendors agree that if the bidder is awarded a contract its bid as well as all elements of this Request For Proposals shall become part of the contract.
- **Comprehensive Contract Documents** – Bidders must provide all quotations, contracts, and/or terms-and-conditions documents in the bid proposal; no additional legal documents can be added outside the bid process, except that the school reserves the right to request the use of AIA contract boilerplate for some or all project elements.
- **Itemized Estimate of Probable Cost:**
 - The project will be paid in whole or part with federal funds and must be quoted at Davis-Bacon rates for workers covered by prevailing wage laws.
 - The project will be paid in whole or part with federal funds—bidders must list the manufacturers and models of all significant components/goods and avoid inclusion of any disbarred from federal funding or otherwise subject to sanctions.
 - The proposal must itemize the costs for each element of the project and must clearly indicate all potential overages, add-alternates, overtime costs, fees, and contingencies.
 - Any overtime or additional fees for work on weekends, holidays, or in proximity to holidays must be itemized in the bid.
 - Pricing must list profit as a distinct line (per federal procurement guidance)
 - The bid must provide an estimated total probable cost.
 - The bidders' estimate of probable costs as part of this RFP should include all typical materials, labor, and fees to complete the work turn-key to the school and standard for this type of project
 - Provide an itemized list of any exclusions.

- **Experience and Qualifications:**
 - The proposal must include a description of bidder’s experience, qualifications, and at least two but no more than four examples of similar work previously performed by the bidder, including targeted and actual completion dates and approximate budget.
 - The proposal must include a list of no less than three references with contact information (name, title, phone, and email address) of individuals that can speak to the scope of work performed and quality of work, including information about the project that was completed for each client.
 - Bidders must carry insurance coverage consistent with industry best practices and provide proof of insurance upon award of the project. Bidder’s coverage must cover subcontractors, or bidder must secure proof of coverage from subcontractors before their work begins.

5.c.) Federally-funded Contract Requirements

- **Appendix II to 200 CFR** – Bidders must sign the attached commitment to abide by the federal funding regulations, and the commitment (along with this entire RFP) shall form part of the contract.
- **Conflicts of Interest** – Vendor must disclose in its proposal any potential conflicts of interest presented by the project, whether the potential conflict relates to a business or a personal relationship.
- **Budget & Percentage of Federal Funding** – See “Budget” in Sec. 1.
- **Non-Debarment** – By submitting a bid, contractors affirm all of the following:
 - Bidders affirm that they as well as any subcontractors, lessors, or agents/affiliates of any kind 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.
 - Bidders affirm that none of the proposed goods or services are precluded from being paid with federal funds or otherwise under US or DC government sanction, for any reason, including but not limited to country of origin or sanctions regarding manufacturers.
- **Davis-Bacon Rates** – Costs must be based on Davis-Bacon rates for workers covered by prevailing wage laws. By bidding, vendors commit to provide documentation of payroll at prevailing rates to the school for Davis-Bacon compliance record-keeping.
- **No Geographic Preference** – Per federal procurement guidance, the school will not confer any geographic preference.
- **Competitive Advantages:** TMA will use **minority businesses, women's business enterprises, and labor surplus area firms** when possible. Such firms are strongly encouraged to apply and describe these qualifications in their proposals.
- **Build America Buy America** – The contractor’s procurement and practices must comply with Build America Buy America provisions, and the contractor is responsible for providing certifications for its work and that of subcontractors. Furthermore, as appropriate and to the extent consistent with law, TMA will, to the greatest extent practicable under its federal grant, provide a **preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- **Bonding** – Federal procurement guidance dictates the levels of bonding listed below for goods and services valued above \$250,000. By bidding, vendors of goods or services with an estimated cost above that level commit to providing these levels of bonding. Federal guidance also prohibits excessive bonding. If the vendor can demonstrate that federal bonding level create unusual hardship or unrealistic cost increases, it must alert the school to these issues in the proposal; the school will explore (but cannot guarantee) alternatives:
 - A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon

acceptance of the bid, execute such contractual documents as may be required within the time specified.

- A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5.d.) General Conditions Statement – By submitting a bid, bidders acknowledge and commit to the General Conditions Statement applicable to all Thurgood Marshall Academy bids, attached below.

6. Submission Information

- Review of bids shall begin after **March 19, 2026** (“bid deadline”) unless further extended.
 - The school reserves the right to award contracts any time after the bid deadline.
 - The school reserves the right to consider bids presented after the bid deadline (in which case it will give equal consideration to all bids regardless of receipt date), but is under no obligation to reopen contract award decisions, once made, based on bids received after the bid deadline.
 - The school reserves the right to revisit proposals of non-winning bidders if it cannot reach final terms with an awarded bidder in a timeframe that supports successful execution of the project.
 - Review of bids may include questions to individual bidders.
 - The school must submit all bids to the DC Public Charter School Board (per DC procurement regulations), and names of firms that submit proposals may be provided to trade publications or other entities upon their request.
- Documents should be provided in pdf format.
- Bids must be delivered via electronic mail to dschlossman@tmapchs.org
 - Emails cannot exceed a total file size of no more than 24MB;
 - Bidders are discouraged from submitting multiple emails; those bidders submitting multiple emails are responsible for indicating the total number of emails forming their complete bid.

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 (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**. 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