

# THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

## REQUEST FOR PROPOSALS

### Bus Transportation for Student Trips

Thurgood Marshall Academy—a nonprofit, college-preparatory, public charter high school located in Washington, DC—seeks transportation contractors for student activities.

#### **Deadline & Submission:**

- Bids/quotations should not exceed **15-page and 5 MB file-size limit**
- Email bids/quotations to [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org)
- Review of bids/quotations will begin after **Tuesday, July 27, 2021.**

#### **Proposal**

Interested bus companies should submit a **proposal consisting of the following:**

1. **Contract**
  - a. Fill out the blank agreement below.
  - b. If Contractor provides its own Contract/Terms & Conditions, then provide information sought in the sample contract in an attachment.
  - c. Include “Appendix II to 2 CFR” (attached; this assists with federal funding)
2. **Certificate of Insurance** including the following:
  - a. Liability coverage
  - b. Vehicle coverage
  - c. Workers Compensation coverage
  - d. Names Thurgood Marshall Academy as an additional insured
3. Copy of a current **operating license** (e.g., DC Basic Business License) or other evidence of going concern and good standing.
4. **Current IRS Form W-9**
5. **References (new vendors only):** If Thurgood Marshall Academy has not placed an order with your company in the past, please provide three business references including company name, contact name, telephone number, and email address.
6. Any **other pertinent information.**

#### **Additional Information & Requirements**

##### *General Information & Requirements*

Thurgood Marshall Academy plans to select more than one bidder (contracts will be **non-exclusive.**)

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

Amendments/changes (if any) to this RFP—including but not limited to deadline extensions—will be posted on the Employment Opportunities page of [www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org).

Protests of bid decisions should be communicated to [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org).

For further information about the bid contact David Schlossman, [dschlossman@tmapchs.org](mailto: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](http://www.thurgoodmarshallacademy.org).

### *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.

## 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](http://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](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).

## INDEPENDENT CONTRACTOR AGREEMENT

The terms and conditions of this Agreement are set forth below.

**1. Purpose** – This Agreement is an Agreement between Thurgood Marshall Academy (“TMA”) and [REDACTED], an independent contractor (“the Contractor”).

Contact information for the parties appears below:

TMA Contact: David Schlossman  
Thurgood Marshall Academy  
2427 Martin Luther King, Jr. Ave., SE  
Washington, DC 20020  
202-276-4722  
e-mail: dschlossman@tmapchs.org  
Tax ID #: 52-2265744

Contractor Name: [REDACTED]  
Address: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]  
e-mail: [REDACTED]  
***Tax ID or Social Security # to be provided in IRS Form W-9—fees will not be paid by TMA until a W-9 is received.***

**2. Services** – Under this Agreement, the Contractor will provide TMA with the services listed under Sec. 4, “Fees & Procedures.” The contractor will perform work according to her/his expertise and industry best practices, but agrees to provide services during the hours when TMA’s programs run. The Contractor agrees to the following additional conditions:

- Contractor will provide student transportation bus service.
- This is a ***non-exclusive agreement*** (i.e., TMA will place bus service orders with several companies).
- Services will be provided on an ***ad-hoc basis when orders are placed by authorized TMA staff*** as detailed in Sec. 4 (i.e., TMA has no obligations to Contractor until orders are placed by TMA employees).
- Contractor will ensure that drivers and other employees/agents of the Contractor ***follow at all times DC health regulations for schools***. By way of example only, drivers must wear masks (i.e., no-medical face coverings) if so directed by DC health guidance for schools. TMA may request refunds based upon refusal to follow health procedures communicated to Contractor employees/agents by TMA employees/agents. Contractor shall assume full liability for Contractor employee/agent refusal to follow health procedures communicated by TMA.
- Contractor are expected to ***communicate with the TMA Contact*** or other authorized Thurgood Marshall Academy representatives; in particular, Contractor must do so before approaching any other entity, agency, or group on behalf of the school.
- Contractor will be responsible for appropriate ***background checks*** for drivers, employees, and agents in direct contact with students, including but not limited to the requirements of the DC School Safety Omnibus Act of 2018.
- Contractor assures TMA ***vehicles are safe and drivers qualified and well-supervised***; Contractor will provide TMA within 24 hours of request the following (except as limited by law):
  - criminal background checks conducted for drivers
  - evidence of safe driving record among its drivers and vehicles
  - evidence that its vehicles are well maintained and safe (inspection records; breakdown frequency, etc.)

**3. Term** – This Agreement will be effective September 1, 2021, and end on August 31, 2022.

**4. Fees & Procedures** – The Contractor agrees to submit invoices after service is provided to Anybill, TMA’s payables service, and anticipate net 30 payment. Submit one pdf invoice per email to [invoice@tmapchs.anybill.com](mailto:invoice@tmapchs.anybill.com)

The value of the Agreement is estimated to total \$25,000, **but this is neither a guaranteed minimum nor maximum value.** Fees will be calculated on a **per-order basis** based on the fees and procedures described below:

[Fill out the section below as applicable; attach separate sheet if necessary.]

Pricing is based on round-trips for 2427 Martin Luther King Jr Ave., SE, Washington, DC 20020

Item	Bus Capacity (# of passengers)	Initial Fee	Overage Fee/Period	Other fees/ discounts
Local Trip				
Mid-Range Trip (e.g., DC-VA)				
Out-of-Town/Multiple Day trip				
Accessible (ADA Compliant) buses				

Are standard buses handicap accessible? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe does School place an order—website (preferred), phone number, steps, etc.:

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How will TMA employees reach Contractor contacts for assistance during a trip?

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How is Contractor prepared to respond to breakdowns or other road/trip emergencies?

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How will the Contractor compensate TMA for breakdowns or delays?

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Cancelation/Change Fees & Conditions:

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Any other fees requirements or restrictions:

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**5. Representations & Conflict of Interest:** The Contractor represents the following:

- The Contractor is qualified to perform the services to be offered under this Agreement.
- Nothing in the Contractor’s background disqualifies the Contractor from working at a school or with children/youth.
- The Contractor represents that its proposal, is accurate, and it will provide evidence of employee background checks, bus and driver safety records, and other matters represented in its proposal, upon request.
- By entering into this Agreement, Contractor warrants that she/he has no personal interests that are or appear to be adverse to the interests of TMA (i.e., Contractor has no Conflicts of Interest.)
- The Contractor attests that it is not an “excluded party” barred from receiving federal or District of Columbia government funds.

**6. No Employment Contract** – Nothing in this Agreement shall be construed as an offer of employment—the Contractor is not an employee of TMA and is not eligible for any benefits or perquisites provided to employees.

**7. Termination** – Either party may terminate this Agreement for any reason by providing written notice 10 business days prior to the effective date of termination.

**8. Cessation of Operations** – The Contractor agrees that the contract terminates immediately if TMA ceases to operate.

**9. Renewal & Negotiations** – The contract may be extended, renewed, and amended upon written agreement of the parties. This Agreement does not renew automatically.

**10. Indemnification** – With respect to performance under this Agreement, Contractor shall defend, indemnify and hold harmless TMA (and its officers, employees, and agents) from and against any damage or loss connected with any personal or bodily injury (including death) or loss or damage to property resulting from Contractor's willful misconduct, negligent acts, or other wrongful or inappropriate conduct.

Further, Consultant agrees to indemnify, defend and hold harmless TMA from and against any claims, losses, costs, fees, or liabilities suffered by TMA in the event that Consultant, its employees, its agents, and/or its subcontractors are classified as a TMA employee by any taxing authority despite the parties' intentions to the contrary.

**11. Insurance** – TMA and its insurers shall not be responsible for providing coverage for the Contractor, its employees, its agents, or its subcontractors, including but not limited to general liability, property, health, or workers' compensation coverage.

The Contractor shall during the term of this Agreement maintain the following insurance:

- (a) commercial general liability insurance (written on an occurrence basis) covering bodily injury (including death) and property damage in a combined single limit of not less than \$5,000,000 with no deductible. This policy shall include coverage for products liability and blanket contractual coverage applicable to this Agreement and shall name TMA as an additional insured. The policy shall include an endorsement stating that Contractor's insurance policy shall be primary for losses that arise out of Contractor's work under this Agreement.
- (b) workers compensation insurance providing coverage pursuant to statutory requirements.
- (c) Contractor shall provide to TMA evidence that the insurance required by this Agreement has been procured prior to beginning work on the Agreement.

**12. No Deemed Waiver** – Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

**13. Taxes** – The Contractor is responsible for all taxes related to fees paid by TMA.



**14. Dispute Resolution** – Both TMA and Contractor agree that any and all disputes arising from this Agreement shall be settled through binding arbitration.

**15. Governing Law** – To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this provision to the substantive law of another jurisdiction.

**16. Assignment** – The Contractor may not assign rights and obligations under this Agreement.

**17. Severability** – The provisions of this Agreement are severable. Should any provision of this Agreement be found to be unenforceable and invalid, that finding affects only the subject provision and does not invalidate the entire Agreement.

**18. Confidential Information** – During the course of Contractor’s work under this Agreement, Contractor may receive “Confidential Information” pertaining to TMA, its employees and/or students. Contractor agrees that he/she will not disclose or otherwise make available such Confidential Information to any person or entity without the prior written consent of TMA, except as necessary for the performance of this Agreement. Contractor further agrees that he/she shall not use TMA’s Confidential Information for his/her personal gain or advantage, and upon termination of this Agreement, Contractor shall promptly return any and all such Confidential Information to TMA and shall continue to abide by the confidentiality provisions of this Section after termination of the Agreement.

For purposes of this Agreement, “Confidential Information” shall include but not be limited to information that is not readily available to the public and that relates to TMA’s operations, services and financial affairs as well as personal information relating to TMA employees and students.

**19. Entire Agreement** – This Agreement, sets forth the entire understanding between the Contractor and TMA, and supersedes all prior agreements and communications, whether oral or written, between TMA and the Contractor regarding the subject matter of this Agreement. This Agreement shall not be modified except by written agreement of the Contractor and TMA.

The undersigned agree to the terms of this Agreement as described above:

For Thurgood Marshall Academy:

Contractor:

\_\_\_\_\_  
Signature of Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 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.

<p><b>Rights to Inventions</b>  <i>Contracts of any values entered into for the performance of experimental, development or research work</i></p>	<p><b><i>This clause applies only to contracts for the performance of experimental development or research work:</i></b>  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><b>Clean Air/Water</b>  <i>Contracts &gt; \$150K</i></p>	<p>The contractor agrees to follow applicable clean air/water standards as required by Appendix II.</p>
<p><b>Energy Efficiency</b>  <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><b>Byrd Anti-Lobbying</b>  <i>Contracts &gt;\$100K</i></p>	<p>The contractor and the client agree to abide by Byrd Anti-Lobbying provisions as required under Appendix II.</p>
<p><b>Recovered Materials</b>  <i>All contracts;</i>  <i>Items where price &gt;\$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, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p>

<p><b>Other</b> <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