

THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

REQUEST FOR PROPOSALS

Compensation Planning Consultant

Thurgood Marshall Academy—a nonprofit, college-preparatory, public charter school located in Southeast Washington, DC— seeks a consulting firm to assess compensation, plan with stakeholders, and support implementation of changes.

Scope of Work

Thurgood Marshall Academy seeks a qualified and experienced consulting firm to study and support improvement of Thurgood Marshall Academy’s employee compensation approach, including but not limited to the following services:

- Collect data and assess our current compensation plan.
- Form a representative stakeholder working group to articulate our organization’s beliefs around compensation and benefits.
- In collaboration with our team and stakeholders, create a new salary approach, as needed, test it with key stakeholders, and draft changes based on feedback.
- Support implementation upon completion of a revised compensation approach by providing communication recommendations and guidance on transitioning staff from old systems to new bands.
- Deliverables will include, but are not limited to, a final compensation philosophy, final salary bands/approach, and an implementation roadmap.

Thurgood Marshall Academy seeks a consulting firm that can accomplish the scope of work above with a collaborative approach that meshes equity for our employees and sustainability for our organization.

Proposals

Bidders will be evaluated based on cost, qualifications, quality of the proposal, and alignment with school mission and needs as evaluated by Thurgood Marshall Academy’s Executive Director assisted by the Chief Operating Officer.

The proposal should take the form of an **Agreement & Scope Of Work** ready for execution, including but not limited to the items listed below (along with optional, *brief* supplemental materials, if any):

- Services to be provided—articulate a plan to do the following concerning Thurgood Marshall Academy’s compensation—
 - Assess, report, and advise regarding current conditions
 - Plan comprehensive improvements
 - Support implementation
- Cost structure, including itemized and total (“all in”) pricing
- Terms & Conditions including but not limited to the following:
 - Blank effective date (to be entered by Thurgood Marshall Academy).
 - Clause permitting renewal and amendment upon written agreement of the parties.

- Term and termination provisions, including termination for convenience for the school.
- Commitment by vendor that any employees or agents regularly on-site at Thurgood Marshall Academy will be fully vaccinated against COVID-19.
- Commitment by vendor to perform background checks and clearances for its employees, contractors, and volunteers that have direct unsupervised contact with students, including but not limited to compliance with the DC School Safety Omnibus Act of 2018.
- Other terms and conditions.
- This RFP integrated into the contract by reference.
- Appendix II to 2 CRF 200 (see Federal Funding Requirements, below).

Federal Funding 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 CRF 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.

Additional Information & Requirements

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

Amendments/changes (if any) to this RFP will be posted at <https://thurgoodmarshallacademy.org/about/employment-opportunities/>

Requests for information and protests concerning the bid should be emailed to David Schlossman, 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.

Deadline & Submission

Submissions must respond to this full RFP. All submissions shall be sent by email to dschlossman@tmapchs.org, with a **10-page and a 5 MB file-size limit** (page limit includes draft contract but excludes COI and Appendix II) Review of bids will begin **after Wednesday, December 1, 2021.**

Attachments follow.

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 (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