

THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

REQUEST FOR PROPOSALS

Bus Transportation for Student Trips

EXTENSION #1—Bid deadline extended to Wednesday Sept. 11, 2019

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

Bus Company Bid Information

Interested bus companies should submit a proposal addressing the **six (6) items that follow**:

1) **Signed Contract**

A template appears below and is strongly preferred.

All contracts must commit to all requirements in the template, especially but not only the following:

- a. The company will provide bus service when ordered by the school.
 - b. The contract is not exclusive.
 - c. The agreement may be renewed upon written agreement of the parties.
 - d. The agreement can be terminated by either party upon written notice.
 - e. The bus company, not TMA, shall be responsible for background and employment checks for the bus company's drivers, including but not limited to those required by the DC School Safety Omnibus Act of 2018.
 - f. Signed Appendix II to 2 CFR 200 (which permits TMA to cover cost with federal funds)
- 2) **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.
- 3) **Certificate of Insurance:**
- a. naming Thurgood Marshall Academy as an additional insured
 - b. including liability, umbrella (if applicable), auto, and workers compensation coverage
 - c. meeting coverage levels detailed in the contract template, below
- 4) Copy of a current **operating license** (e.g., DC Basic Business License) or other evidence of incorporation and good standing.
- 5) **Current IRS Form W-9**
- 6) Any **other pertinent information** may be included.

Thurgood Marshall Academy plans to select multiple companies to provide service.

Submit proposals no later than **Wednesday, September 11, 2019, Friday, August 30, 2019**, via e-mail (file size less than 5 MB) to dschlossman@tmapchs.org

Additional & General Information:

- **Small, Woman-owned, and Minority-owned Businesses** are encourage to apply.
- **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.
- There is **no geographical preference** for this project (e.g., DC CBE does not apply).
- **General Conditions:** By submitting a bid, vendor agrees to the statement of General Conditions, below.
- **Questions:** Please address questions concerning this RFP to **David Schlossman**, dschlossman@tmapchs.org, 202-276-4722.
- **Amendments/changes (if any) to the RFP**, including but not limited to deadlines, will be posted at <https://thurgoodmarshallacademy.org/about/employment-opportunities/>
- **Protests** concerning the bid process or outcomes must be submitted in writing to dschlossman@tmapchs.org no later than ten days after the bid deadline.
- **Further information** about Thurgood Marshall Academy—including the school’s nondiscrimination policy—may be found at www.thurgoodmarshallacademy.org.

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 *not* a Competitive Advantage: As the project is intended to be supported by federal grants that prohibit geographical preferences, registration DC Community Business Enterprise (“CBE”) will *not* provide a competitive advantage or otherwise be considered for this bid.

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**, dschlossman@tmapchs.org. Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at 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” or the “bus company”).

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 below. 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.

- 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 via phone, email, or fax.***
- Bus company, not TMA, shall be responsible for all background checks and assurances concerning the bus company’s employees, including but not limited to the requirements of the DC School Safety Omnibus Amendment Act of 2018.

Contractor is 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.

3. Term – This Agreement will be effective October 1, 2019, and end on September 30, 2020.

4. Fees & Services – The Contractor agrees to submit invoices after service is provided to Anybill, TMA’s payables service, and anticipate net 30 payment. **TMA will not be required to provide deposits or day-of-trip payments.** 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*** as detailed below:

[Bus company provides all highlighted information, either below or on an attached sheet.]

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

Other fees or requirements for orders:

Bus company can offer **services/accommodations for handicap students** listed below for the **additional costs** described below:

TMA can **order services** from the bus company using the **website and/or telephone number** listed below; **deadlines and requirements** are listed below:

TMA can **reach the bus company when service is underway**, including after business hours, as follows (this is the number for emergencies or for routine updates on trips in progress):

If a bus breaks down, the bus company will respond as follows:

A) Alternate transportation for passengers will be provided as follows:

B) Contractor will compensate TMA as follows:

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

- The Contractor is qualified to perform the services to be offered under this Agreement.
- Buses are safe, well-maintained, and inspected regularly.
- Bus drivers have “clean” driving records and are qualified (and licensed when applicable) to drive the equipment they operate.
- Nothing in the Contractor’s background disqualifies the Contractor from working at a school or with children/youth.
- No employee, contractor or agent of the bus company will assist an individual in obtaining a job involving direct interaction with minors if they know or have probable cause to believe that the individual engaged in sexual misconduct or sexual abuse regarding a child or student in violation of DC or federal law.
- The Contractor represents that its proposal of September 2019 is accurate, and it will provide evidence of employee background checks, bus and driver safety records, and other matters represented in its proposal of September 2019 or in this contract within 24 hours of a request from either TMA or a local, state, or federal government entity.
- 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, Contractor 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 Contractor, 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.

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 CRF 200 do not apply unless the executed contract exceeds \$250,000. Should the contact 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></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>
<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—</p> <ul style="list-style-type: none"> (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; <p>or</p> <ul style="list-style-type: none"> (iii) At a reasonable price. <p>(2) Information about this requirement, along with</p>

	<p>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>

For Thurgood Marshall Academy

Thurgood Marshall Academy
Client

Signature

Printed Name & Title

Date

For the Contractor

Company Name

Signature

Printed Name & Title

Date