



REQUEST FOR PROPOSAL (RFP)
FOR
CONSTRUCTION SERVICES FOR
PARKING EXPANSION AND AUDITORIUM RENOVATION PROJECT
AT
MAYA ANGELOU
PUBLIC CHARTER SCHOOL

NO LATER THAN 3:00 PM, January 26, 2024

PROPOSALS MUST BE UPLOADED TO:

<https://app.smartsheet.com/b/form/63033c2967e64f188e25796a7287ea72>

MAYA ANGELOU PUBLIC CHARTER SCHOOL

REQUEST FOR PROPOSALS

OVERVIEW OF FACILITY

1. Maya Angelou Public Charter School (MAPCS) is located at 5600 East Capitol Street NE, Washington, DC 20019.
2. Our mission is to create learning communities in lower-income urban areas where all students, particularly those who have not succeeded in traditional schools, can succeed academically and socially.

INTENT AND DEFINITIONS

1. This RFP aims to solicit proposals from qualified firms to provide general construction services for renovation work to take place at 5600 East Capitol St. NE. The project is considered ‘Phase 10’ and envelopes two primary scopes of work: (1) The expansion of the existing parking lot, and (2) The renovation of the existing auditorium. All work must comply with the 2017 District of Columbia Construction Codes, including provisions set forth by the 2017 District of Columbia Green Construction Code.
2. This RFP describes the general framework and should be considered a minimum standard of service.
3. The term “MAPCS” means Maya Angelou Public Charter School.
4. The term “contractor,” “consultant,” or “bidder” means the responsible bidder.
5. The term “successful contractor” or “successful bidder” refers to the bidder awarded the contract.
6. The term Quality Assurance (QA)” means a robust program to ensure accountability that the contract is executed as per the details of this RFP, executed contract, and addendums.
7. MAPCS contemplates the award of an RFP by Federal and District procurement requirements and the D.C. Public Charter School Board regulations and guidelines as applicable.

VENDOR QUALIFICATIONS AND REQUIREMENTS

1. As general guidelines, the vendor will:

- Ensure that contracted staff receive all local, state, and federally mandated training, especially related to Occupational Safety and Health Administration (OSHA) requirements;
- Be solely responsible for the salaries, payroll, taxes, benefits, fees, insurance, and other charges of contracted personnel as required by any federal, state, or local law or regulation (e.g., unemployment taxes, Social Security contributions, worker's compensation premiums, etc.);
- Provide a 24-hour, 7-day-a week, point of contact for communication of urgent services and issues (e.g., building status due to inclement weather) as identified by MAPCS' primary point of contact;
- Implement and maintain robust quality assurance (QA) and communication program;
- Verify that all contracted personnel are familiar with and comply with MAPCS' rules regarding the appropriate behavior of persons established to create a safe environment. As reasonably requested by the successful bidder, MAPCS will assist the contractor with compliance with any applicable policies;
- Work proactively with MAPCS to devise an acceptable resolution if the conduct of a contracted employee violates MAPCS' policies and expectations. Resolution may include removal of the employee temporarily or permanently;
- Immediately remove and not allow any contracted employee to work as part of this contract upon receiving written notification from MAPCS to remove a contracted employee by name due to deficiencies in performance or professionalism. (Note that email is considered a written notification.);
- Adhere to the DC School Safety Omnibus Amendment Act of 2018 (<https://osse.dc.gov/page/school-safety-omnibus-amendment-act-2018-ssoaa>) and vet all contracted personnel compliance dispatching to MAPCS;
- Provide a written quote before executing work beyond the scope of this contract (special project) at a predetermined hourly rate plus materials. Quotes for special projects will be inclusive of all materials and labor

- Ensure that all contracted staff that are dispatched meet the following criteria:
 - Are compliant with the Omnibus Act of 2018
 - Possess sufficient oral and written English language skills to execute duties
 - Remain free of alcohol and other drugs while on MAPCS' premises
 - Not subcontract any services unless MAPCS provides written pre-approval;
 - Ensure the safety of all individuals at MAPCS while performing services;
 - Be knowledgeable and abide by all provisions of local, state, and federal codes, statutes, and ordinances about safety and building code compliance;
- Report all health and safety issues within 24 hours to MAPCS's primary point of contact

DELIVERY REQUIREMENTS

Proposers must provide their proposal in the following format:

Section 1	Transmittal Letter
	<p>A letter of transmittal shall accompany each proposal. Such letter must be signed by a person authorized to contractually obligate the vendor to the scope, terms, specifications, and pricing contained in the response. This letter should also clearly indicate the name, address, phone number and facsimile number of one contact person for the proposal. The letter of transmittal shall include the following:</p> <ul style="list-style-type: none"> • <i>Certification that the proposer meets all the minimum service qualifications.</i> • <i>A brief statement of the services to be provided.</i> • <i>A statement of commitment to provide the services requested within the times and manner specified.</i> • <i>A summary of the vendor's qualifications to perform this type of engagement.</i> • <i>A statement confirming that this proposal shall remain valid for six (6) months after the closing date for receipt of proposals.</i> • <i>Certification that the individual signing this proposal has the authority to bind the proposer to the terms and conditions set out in the proposal document.</i> <p><i>Name of Company</i> _____</p> <p><i>Signature</i> _____</p> <p><i>Position</i> _____</p> <p><i>Date</i> _____</p>

Section 2	Table of Contents
	The table of contents must include clear and complete identification of the materials submitted by section and page number.
Section 3	References
	Proposer must provide at least three (3) references with which similar services have been performed. Provide a list detailing the references name, title, contact information, services performed, number of customers served, and the length of time the Proposer has provided this service. References provided must be for services that have occurred within the last three (3) years.
Section 4	Required Documents
	<p>1. Proof of Compliance with DC School Safety Omnibus Act of 2018</p> <ul style="list-style-type: none"> • <i>Background Checks: Contractor will provide, at their cost, a criminal background check (using fingerprints) for each employee who works in the facilities. Documentation of results must be verified by the institution prior to an employee being assigned to a facility. Background checks must be completed every (2) years for each employee. For any DC Charter school, vendors must adhere to the DC School Safety Omnibus Act of 2018 and vet all contracted personnel and ensure they are in compliance prior to dispatching to MAPCS.</i> <p>2. Insurance</p> <ul style="list-style-type: none"> • <i>Provide a statement that the firm, if awarded the contract, shall meet all the following insurance requirements:</i> <ol style="list-style-type: none"> <i>All bidders must provide evidence of insurance or insurability. The contractor shall maintain, at its own expense, throughout the life of this Agreement, the following insurance with insurers reasonably acceptable to MAPCS. The successful bidder must provide written notice to MAPCS at least thirty (30) days before the cancellation, non-renewal, or material modification of any policies as evidenced by return receipt of United States certified mail.</i> <i>Workers' Compensation Insurance in the more significant sum of (1) the insurance currently maintained by the Contractor, (2) any amounts and scope required by statute or other governing law, or (3) the following:</i> <ol style="list-style-type: none"> <i>bodily injury by accident - \$100,000 for each accident;</i> <i>bodily injury by disease - \$500,000 policy limit; or bodily injury by disease - \$100,000 for each employee.</i>

	<p>c. <i>Commercial General Liability Insurance on an occurrence basis in an amount equal to the greater of (1) the insurance currently maintained by the Contractor or (2) \$2,000,000 for each occurrence; and such insurance shall include the following coverage;</i></p> <ul style="list-style-type: none"> <i>(i) completed operations coverage</i> <i>(ii) contractual liability coverage</i> <i>(iii) personal injury coverage,</i> <i>(iv) an endorsement naming MAPCS as an additional insured, and</i> <i>(v) an endorsement providing that such insurance as is afforded under Contractor's policy is primary insurance in respect to the additional insureds. NOTE: The additional insured endorsement required herein shall be an ISO Form B (CG 2010 85) or equivalent.</i> <p>d. <i>Professional insurance (Errors and Omissions) in the same amount as the Commercial General Liability Insurance stated in (B)</i></p> <p>e. <i>No endorsement limiting or excluding mandatory coverage is permitted. In addition to securing the above insurance policies, the Contractor shall also require all of its subcontractors to maintain the same types of insurance required of the Contractor under this Contract, and, in connection with the subcontractors' commercial general liability insurance policies, the Contractor shall also require its subcontractors to provide endorsements (i) naming MAPCS as an additional insured, and (ii) providing that such insurance as is afforded under the subcontractor's policy is primary insurance as it pertains to the additional insured.</i></p> <p>3. Certifications/Licenses</p> <ul style="list-style-type: none"> ● <i>Current insurance shall be due upon award and prior to services rendered.</i> ● <i>Provide a copy of the most recent Basic Business License.</i> <p>4. W-9 Form</p> <ul style="list-style-type: none"> ● <i>Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. MAPCS will not be able to process payments if this form is not completed and submitted to the Finance Department at finance@seeforever.org.</i>
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DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this comprehensive document, the interpretation shall be governed by the laws of the District of Columbia.

EXCEPTIONS, ALTERNATIONS, ADDITIONS, OR MODIFICATIONS

Suppose the bidder submits any exceptions, additions, or modifications to any portion of this RFP. In that case, the bidder must indicate the exceptions, additions, and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the bidder of the RFP as proposed by MAPCS. MAPCS reserves the right to reject a proposal containing exceptions, additions, or modifications.

PROPOSAL PREPARATION COSTS AND DOCUMENT RETENTION

1. The bidder shall pay all costs related to the preparation and submission of this proposal. However, the issuance of this RFP does not commit MAPCS, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate MAPCS to award a contract or purchase any goods and services stated in the RFP.
2. All proposed materials and supporting documentation submitted in response to this proposal become the permanent property of MAPCS.

RESERVATION OF RIGHTS

MAPCS reserves the right, at its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to:

- Accept or reject, in whole or in part, any or all proposals with or without cause;
- Waive any irregularity or informality in the RFP process or any proposal;
- Make corrections or amendments due to errors identified in proposals by MAPCS or the bidder;
- Modify and amend the final contract in negotiation with the contractor;
- Select one or more bidders to perform the services;
- Only make renewals via a written agreement between MAPCS and the vendor.

PROJECT TIMETABLE

TASK	DATE
Release of RFP	December 18, 2023
Proposal Due	January 26, 2024
Proposals Reviewed	January 29 – February 9, 2024
Award	February 12, 2024

DUE DILIGENCE

MAPCS shall have the right to inspect any facility or project site where the services performed under the resultant contract are carried out. MAPCS may monitor the performance of the selected service provider on a pre-agreed upon frequency of its choosing to ensure compliance with all the requirements of the contract

WARRANTIES AND ASSOCIATIONS

1. Bidder(s) shall furnish all data pertinent to warranties or guarantees that may apply to items in the proposal. Bidder(s) may not limit or exclude any implied warranties.
2. Bidder(s) may not use the MAPCS official logo(s), or any phrase associated with MAPCS, without written permission from MAPCS.

CONFLICT OF INTEREST

The prospective bidder, its agents, employees, directors, and assigns shall disclose any financial, business, or other relationship with MAPCS that may impact the outcome of this contract or the potential future of the MAPCS projects resulting from this effort. In addition, the prospective bidder, its agents, employees, directors, or assigns shall also list current clients who may have a financial interest in the outcome of this contract or the following MAPCS projects. In particular, the prospective bidder, its agents, employees, directors, and assigns shall disclose any financial interest or relationship with any company that might submit a bid on the MAPCS projects.

HOLD HARMLESS AGREEMENT

1. The successful bidder(s), its agents, employees (paid or volunteer), directors, and assigns shall indemnify, hold harmless, and defend MAPCS, its directors, officers, and employees (paid or volunteer) from and against any claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the bidder and its agents, employees (paid or volunteer), directors and assigns in the indemnification shall also include reasonable attorneys' fees, court costs, and expenses.
2. The vendor will comply with all applicable federal, state, and local laws, rules, ordinances, policies, regulations, licensing, and permitting requirements and will indemnify, defend, and hold MAPCS harmless from any liability for failure to comply.

CONTACT INFORMATION

Questions regarding this Request for Proposals shall be submitted no later than **3:00 PM EST, on January 26, 2024**

Dr. Nakita McNeil-West

Procurement and Grants

See Forever Foundation/ Maya Angelou Public Charter School

nwest@seeforever.org

p: [p: \(202\) 797-8250 ext 1012](tel:(202)797-8250)

PROPOSAL SUBMISSION FORMAT REQUIREMENTS

The submitted proposal must address all categories and performance expectations within this RFP.

EVALUATION AND AWARD

1. This RFP in no manner obligates MAPCS to the eventual rental, lease, and purchase of any equipment or service described, implied, or which may be proposed until confirmed by a written contract. Progress toward this end is solely at the discretion of MAPCS and may be terminated at any time before the signing of the agreement. MAPCS may initiate discussions with supplier personnel authorized to obligate the supplier contractually. Discussions will develop into negotiating sessions with the successful bidder(s).

2. If MAPCS cannot agree to contract terms, MAPCS reserves the right to terminate contract negotiations with a bidder and initiate negotiations with another bidder. MAPCS reserves the right to select services and products from any number of bidders if, in its sole discretion, it is in the best interest of MAPCS to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of MAPCS, and such evaluation and determination of best value shall be solely at the discretion of MAPCS.
3. The evaluation of the proposals will be based on the following criteria. The ability to meet the requirements for services is the prime consideration factor.
 - a. Cost
 - b. Compliance with the product specifications
 - c. Experience
 - d. Quality
 - e. References
 - f. Company's mission/ involvement with DC community/CBE
4. MAPCS reserves the right to award the contract to one or more bidders at its sole discretion.
5. Non-performance by bidder/contractor
6. Before and during the contract term, performance will be a major consideration of current contract awards, renewals, and future award considerations. Failure to perform in any sense relative to this contract may result in the probation and termination of this agreement by MAPCS based on non-performance.
7. Nonperformance shall be determined as follows:
 - Failure to meet and maintain all qualifications required in this RFP;
 - Failure to keep and maintain all required insurance coverage;
 - Failure to meet required operating performance standards in the period required and consistent with a workmanlike and professional manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective";
 - Failure to rectify deficiencies within thirty (30) days of written notification of such deficiency or such shorter period as outlined in the Contract Documents.

NON-DISCRIMINATION

The selected bidder(s) shall comply and shall require its agents, employees, directors, or assigns to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations regarding nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or any other prohibited basis.

TRANSITION

If an executed contract with the bidder terminates for any reason, MAPCS reserves the right to have a transition period to a new provider. During this transition period, MAPCS will pay for these goods and services to the provider at the negotiated rate(s) in existence. MAPCS further reserves the right to establish the length of the transition period and communicate this transition period to the provider; however, such transition period shall not exceed 120 days.

SCOPE OF WORK

Maya Angelou Public Charter School (MAPCS) is soliciting proposals from qualified firms to provide general construction services for renovation work to take place at 5600 East Capitol St. NE. The project is considered 'Phase 10' and envelopes two primary scopes of work. All work must comply with the 2017 District of Columbia Construction Codes, including provisions set forth by the 2017 District of Columbia Green Construction Code. The two scopes of the project are listed in priority order.

Scope # 1: Expansion of Existing Parking Lot

New Work Scope: The project proposes an expansion of the existing asphalt parking lot. The proposed permeable pavement parking lot will have 45 additional parking spaces and a 5' wide sidewalk. Additional site requirements include, but are not limited to, the following:

1. *Provide (2) new power-operated security gates.*
2. *Provide (3) new electric car charge stations.*
3. *Provide (3) new car share spaces.*
4. *Provide (22) new bicycle racks.*
5. *Provide (7) new trees to be planted in public space, as zoning provisions require.*
6. *Provide new landscaping at surface parking, as required by zoning provisions.*

Scope # 2: Renovation of Existing Auditorium (Theater) and Adjacent Support Spaces

Demolition Scope: The majority of demolition activity has previously been completed; the space currently exists in a warm, dark shell condition. Selective demolition activity, including but not limited to relocation of existing masonry rough openings and removal of walls/finishes, will be required before starting new work.

New Work Scope: The project proposes renovating the current theater space into a multipurpose performance and event space and has established the following goals for the existing theater and its adjacent support spaces. Some HVAC work has previously been completed but requires selective modifications to complete the new system.

1. Return and enhance basic building infrastructure to a fully operational condition while meeting current ASHRAE standards and applicable building codes. This will entail replacing the existing HVAC system with contemporary equipment. The Lobby restroom plumbing will be replaced, restrooms will be provided at the two new Dressing Rooms, an a Unisex/Family restroom will be added at the Lobby. The work area will be fully sprinkled in keeping with current Life Safety codes.
2. Upgrade Theater amenities to support various functions and enhance the School's academic mission. This includes installing a new concrete slab-on-grade to level out the existing sloped theater floor, installing new lighting, new rigging, new retractable seating, outfitting the Control Room to reflect the use of current audiovisual and other performance-related technologies, and updating with new theatrical sound and production equipment to bring the theater up to contemporary academic standards. Upgrading the Theater's support spaces to better accommodate outside user groups represents a potential additional revenue source, augmenting its ability to thrive as a contributing member of its Ward 7 community.

MAPCS intends to complete all the projects within the next 12 months. However, Scope 1 should be complete and accessible by August 2024. Scope 2 should be completed and accessible by December 2024. The hard cost construction budget includes, but is not limited to, demolition, new construction and/or renovation costs, general conditions (GCs), builder contingency, and builder fee.

The scope of work consists of providing a comprehensive set of general construction oversight services for the development of the facilities improvements as outlined above and below. The scope of work will be comprehensive preconstruction and construction services based on the provisions of an AIA A102-2017. This includes the following:

Preconstruction Phase:

- *Evaluating the Owner's program, schedule, and construction budget requirements*
- *Advising on proposed site use and improvements and selection of materials.*
- *Providing recommendations on constructability, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.*
- *Preparing estimates of the Cost of the Work of increasing detail and refinement, and informing the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and making recommendations for corrective action.*

Construction Phase:

- *Performing the work to ensure completion by delivery date.*
- *Developing a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.*
- *Administering subcontractors.*
- *Coordinating Commissioning services and all construction-related services and documentation as required by the DC Green Construction Code.*

The General Contractor will fulfill all components outlined in the scope of work provided on the drawings.

CONTRACT TERMINATION

MAPCS reserves the right, in its sole discretion, to terminate this contract within 30 days of written notification to the Offeror.

INSURANCE

The successful offeror must submit a current Certificate of Insurance (including endorsements and waiver).

CERTIFICATION

Offerors must possess the necessary certifications and shall furnish their certificates with their proposal.

LICENSING

Proposers must provide a valid Basic Business License before any award is given.

CONTRACTUAL CONTACT

Contractual questions must be addressed to Dr. Nakita McNeil-West at nwest@seeforever.org

Allowances will not be given after the contractor's proposal is received due to oversight, omission, error, or mistake of the contractor.

W-9 FORM

Each proposer shall submit a completed W-9 form with their bid. In the event of contract award, this information is required to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irspdf/fw9.pdf>

BID PROPOSAL INFORMATION

All bid proposals will be accepted until **3:00 PM on January 26, 2024**. Interested vendors will respond to the advertised Notice of RFP via upload to

<https://app.smartsheet.com/b/form/63033c2967e64f188e25796a7287ea72>

Complete RFP details can be found at <https://www.seeforever.org/rfp/>

1. Any proposal received after **3:01 PM on January 26, 2024**, is deemed non-responsive and will not be considered. Proposals will not be accepted by oral communications, telephone, electronic mail, telegraphic transmission, or fax.
2. The contractor bears all costs attributable to the preparation of a proposal or any presentation required to supplement or clarify the proposal.
3. MAPCS will rank the proposals in terms of meeting the requirements of this RFP. Additional information may be sought from the contractor during the evaluation period.
4. All proposals will remain valid for a minimum period of 45 days subsequent to the RFP closing date.

AWARD

The successful contractor shall enter into a contract to perform the work proposed, and the contract shall incorporate all applicable provisions of this RFP.

BID

In accordance with the provisions of the proposal, the undersigned hereby proposes to perform the Auditorium Renovation and Parking Expansion Project at the Maya Angelou Campus located at 5600 East Capitol St. NE, Washington, DC 20019.

Your signature attests:

- a. That you are authorized to sign on behalf of your organization;*
- b. Your proposal to provide the goods and services is by the published provisions of this Request for Proposal unless modifications or alterations are noted in your proposal submission;*
- c. This submission of response shall be prima facie evidence that your organization has complete knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed;*
- d. Your organization is not listed on the US Excluded Parties List (<https://sam.gov/SAM/>);*
- e. Your company will comply with the Omnibus Act of 2018;*
- f. Your proposal has not violated the antitrust laws of this state, the Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. All proposals may be rejected if MAPCS believes collusion exists among the proposers. In addition, proposals in which the prices could be more balanced may be rejected.*

SIGNED:

TITLE:

FULL NAME: (Please Print)

COMPANY NAME:

COMPANY ADDRESS:

PHONE NUMBER:

ATTACHMENT A
REFERENCE FORM

Submit at least three references where your organization has rendered a similar type of service within the past three years.

REFERENCE #1	
Organization Name	
Contact Person's Name	
Contact's Telephone Number	
Contact's E-mail	
Brief Description of the type of services provided	

REFERENCE #2	
Organization Name	
Contact Person's Name	
Contact's Telephone Number	
Contact's E-mail	
Brief Description of the type of services provided	

REFERENCE #3	
Organization Name	
Contact Person's Name	
Contact's Telephone Number	
Contact's E-mail	
Brief Description of the type of services provided	

RETURN THIS FORM WITH THE PROPOSAL