

FRIENDSHIP PUBLIC CHARTER SCHOOL
REQUEST FOR PROPOSALS (RFP) FOR
CONSTRUCTION MANAGER at RISK SERVICES

Friendship Public Charter Schools (FPCS), is soliciting qualification statements, along with technical and pricing proposals from parties having specific interests and qualifications in the areas identified in this solicitation, to initially perform pre-construction services, development of a guaranteed maximum price (GMP) for the scope of construction services. If an acceptable GMP has been established, the CM shall provide construction services for its new Early Childhood Campus (ECC), located at 620 Milwaukee Place SE, Washington DC., 20032.

Interested parties shall MAIL the response to this RFP by submitting (3 copies, 2 original (1) Electronic copy emailed to: procurementinquiry@friendshipschools.org.) sealed qualification statements and by addressing the specific proposal requirements as requested in this RFP in an envelope clearly marked “**RFP- Construction Manager at Risk Services**” to:

Procurement Inquiry

Friendship Public Charter School (FPCS)
1400 First Street, Suite 300
Washington, DC 20001

Non-Mandatory Pre-proposal Conference and Site Visit, located at Friendship Southeast Elementary, 645 Milwaukee Place SE, Washington DC., 20032, Friday, May 4, 2018, at 10:00am.

Proposal submissions due by no later than 4pm, Tuesday, May 15th 2018

You must sign below in INK; failure to sign WILL disqualify the proposal.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____

Email: _____

Print Name: _____ Signature: _____

Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of this Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.

Friendship Public Charter School Inc. (“Friendship”) reserves the right to reject any and all qualification statements, to cancel this solicitation, and to waive any informalities or irregularities in procedure.

TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposal (RFP) package. Proposers are asked to review the package to be sure that all applicable parts are included. It is the Proposers responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

1. **Cover Sheet:** Your company name, address, statement of interest in the project, Identification of the point of contact for this RFP process with telephone number and email address and your signature (**IN INK**) should appear on this page
2. **Table of Contents:** Identifies the order in which the information appears in the document.
3. **Firm profile:** This should include at least the firm’s age, history, and number of employees (2 pages).
4. **Certified statement:** This should state that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or local agency.
5. **General Requirements:** You should be familiar with all of the General Requirements.
6. **Special Requirements/Instructions:** This section provides information you must know in order to make a complete and proper proposal.
7. **Specifications:** This section contains the detailed description of the services sought by Friendship Public Charter School.
8. **Attachments**
 - a. Insurance Coverage Requirements
 - b. Financial Statements
 - c. Proposed Exceptions, Alterations, Additions, or Modifications to RFP (if any)

GENERAL REQUIREMENTS

ACCESS TO RECORD: Proposer may be required to allow duly authorized representatives of FPCS access to contracts, books, documents, and records necessary to verify the nature, extent, and cost of services provided by the Proposer.

AWARD: FPCS reserves the right to reject any and all proposals, and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of FPCS and waive any and all minor irregularities in any proposal(s). FPCS further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended RFP if such action is deemed in the best interest of FPCS.

OFFER COMPLETION

Completed proposal must be sent to **Procurement Inquiry 1400 First Street NW, Suite 300, Washington DC 20001**. An authorized company representative should sign the cover sheet. Completion of these forms is intended to verify that the proposer has submitted the proposal, is familiar with its contents, and has submitted the material in accordance with all requirements.

The submission of a response shall be prima facie evidence that the Proposer has full 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.

All terms, conditions, specifications, stipulations and supplier requirements stated in the RFP, any attached Appendices to the RFP, and any and all Addenda issued shall become part of the contract entered into between FPCS and the Proposer.

OFFER RETURNS

Proposers must return completed proposals by date stated above. Late proposals will not be accepted. It is the responsibility of the responding Proposer to assure that the response is received prior to the date/time indicated on the Cover Page of this package.

CONTRACT RENEWALS

Renewals may be made **ONLY** by written agreement between FPCS and the Proposer. Any price escalations are limited to those stated by the Proposer in the original proposal.

DISQUALIFICATION OF PROPOSER

Upon signing this offer document, a Proposer certifies that the proposal has not violated the antitrust laws of this state, 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. Any or all proposals may be rejected if FPCS believes that collusion exists among the proposers. Proposals in which the prices are obviously unbalanced may be rejected.

EVALUATION AND PROPOSAL REQUIREMENTS

In evaluating the proposals submitted, FPCS will apply the “Best Value” process in selecting the Proposer to be awarded a contract for this project. **Pricing is not the only criteria that will be used in the evaluation process.** The selection process will include, but not be limited to, the following considerations:

1. Proposer’s overall capabilities, and experience with complex K-12 projects in the District of Columbia (6 pages); descriptions of up to three projects that best illustrate the Bidder’s relevant experience. For each project, please provide all of the following information in a consistent format:
 - a. Project name, client name, phone number, email address, location, enrollment;
 - b. Gross square feet of new construction;

- c. Gross square feet of renovation;
 - d. General program elements;
 - e. Bidder personnel involved;
 - f. Bidder personnel's portion of work and time period (if part of a larger team);
 - g. Targeted and actual opening date;
 - h. Construction budget, bid amount, final cost, and general description of the major change orders;
 - i. Descriptions, pictures, and/or floor plans;
 - j. Relevance to the Project such as renovation challenges, lessons learned with educational facilities, effective value for modest construction costs, or institutions starting an additional campus.
2. Offeror's organizational chart; with all key personnel staffing the Project.
 - a. Personnel to fulfill the following roles and responsibilities should be indicated: project executive, preconstruction manager, project manager, and superintendent.
 - b. Supporting information on these key roles should include level of involvement, % time assigned to the Project, availability, and relevant experience.
3. Provide resumes of the proposed project team members; Project Executive, Project Manager, Project Engineer, Superintendent, Pre-Construction Manager, Estimator, Safety Manager, etc.;
4. The Proposal must include a fully detailed and developed approach to be undertaken by the CM for accomplishing the Scope of Work of the Project. The approach should clearly articulate how the firm and key personnel will leverage and apply experience from other similar projects on this project. The written approach should document how the CM team will execute the demands of the Project by describing the processes, procedures and strategies utilized. This approach shall outline the philosophy and methodology for:
 - a. Interfacing with the Architect/Engineer;
 - b. Interfacing with all Subcontractors;
 - c. Interfacing with all outside entities on the Project;
 - d. Maintaining the Project's budget;
 - e. Maintaining the Project's schedule;
 - f. Meeting the Project's quality objectives;
 - g. Challenges specific to the Project;
 - h. Meeting the Department of Small & Local Business Department (DSLDB), certified business enterprise (CBE) requirements;
 - i. Obtaining the Projects LEED goals and objectives, and;
 - j. A preliminary milestone schedule
5. The written approach must also address the CM's site logistics plan for minimizing disruptions to the traffic patterns and customary activities in the immediate vicinity of the

Project site, school operations due to constructing on an occupied and active school campus, delivery of materials and equipment in a dense residential neighborhood that will likely have concerns regarding street parking, dust, and noise, etc.

6. CAPACITY – Offeror’s level of commitment and current work under contract for both the Offeror and the team members proposed for the Project.
7. FEES – Offeror’s proposed Preconstruction fee, general conditions, & its Construction fee.
 - a. Offeror shall provide amounts for each of the following components, in the format requested, in addition to providing a list of any clarifications, qualifications, or exclusions for said amounts.
 - b. Preconstruction Fee: The Preconstruction Fee is the CM’s fee for all of the services it provides during the Preconstruction Phase of the Project, as defined in the CM Contract. Provide Offeror’s requested Preconstruction Fee in a lump-sum format.
 - c. Change Order Mark-Up: Provide Offeror’s fee for changes in the work.
 - d. Construction Fee: Provide Offeror’s anticipated Construction Fee, as a percentage of the Cost of the Work, as defined in the CM Contract.
 - e. Cost of General Conditions: Items included within the Cost of General Conditions are detailed in below. Offeror must provide estimated costs for each line item based upon their current understanding of the project. Team members experience.
8. Provide names, addresses, and brief descriptions of any consulting or engineering firms that may be employed as partners in this project. Include length of existing relationship and possible names of representatives who would work on this project. (Limit to 3 pages)
9. Outline the approach your firm would use in completing the pre-construction and construction phases of this project. (Limit to 4 pages)
10. Describe your firm’s approach to Community Engagement and your firm’s qualifications in this area. (Limit to 2 pages)
11. Describe your firm’s approach to sustainability and energy efficiency as it relates to building a school. (Limit to 2 pages)
12. Describe your firm’s experience and approach in working with Building Information Modeling (BIM) tools on educational projects. (Limit to 2 pages)

13. Summarize your approach to budgeting and purchasing subcontractors and material trade items. Provide sample budget formats and reports of documentation your firm utilizes in making awards. Comment on procedures your firm utilizes in making subcontractor award recommendations.
14. Provide an explanation as to the method you propose to assemble the Guaranteed Maximum Price (GMP) and define your philosophy to the following terms as it pertains to the GMP:
 - a. Allowances
 - b. Contingencies
 - c. Line Item Savings
 - d. Overall Savings
 - e. Scope Changes
 - f. Shared Savings
15. Describe how your firm will administer the GMP from the initial development through project closeout. Indicate your procedures and policies on how your personnel review, check and recommend change orders to the Owner.
16. Submit a sample of your firm's job cost reporting system and indicate how often the report will be compiled and issued for review by the owner.
17. Submit a list of proposed major union subcontractors and materialmen your firm would recommend as qualified bidders for the project. Indicate your acceptance of working with the team to develop a comprehensive list of subcontractors.
18. Provide examples of documentation and reports that will be provided during the bidding and subcontractor selection process.
19. Indicate why your firm should be chosen for this project. (Limit to 1 page)

All proposals must be valid for a minimum period of one hundred-twenty (120) days from the due date of this RFP. Proposers shall furnish in a timely manner to FPCS such additional information as FPCS may reasonably require.

FPCS reserves the right to contact references from the Proposer's client list, or any other persons considered relevant by FPCS.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Contract prices and terms are to remain firm through project completion. The Proposer shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, the interpretation of FPCS shall govern consistent with the laws of the District of Columbia. Wherever the term “Proposer” is used throughout the RFP, it includes the Proposer’s agents, employees, directors and/or assigns even if not specifically delineated.

HOLD HARMLESS AGREEMENT

The successful Proposer(s), its agents, employees (paid or volunteer), directors and/or assigns shall indemnify, hold harmless, and defend FPCS, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the Proposer and its agents, employees(paid or volunteer), directors and/or assigns in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting there from. Such indemnification shall also include reasonable attorneys’ fees, court costs, and expenses.

INSPECTIONS

FPCS reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of FPCS. If a Proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, FPCS can reject the proposal as inadequate.

INVOICES AND PAYMENTS

The Proposer who is awarded the contract is required to send all invoices to FPCS’s reference point of contact via email and to **Accounts Payable 1400 First Street NW Washington DC 20001**. Invoices shall be provided to FPCS in a timely manner. The Proposer who is awarded the contract is required to invoice FPCS within 30 days of providing goods and/or services to FPCS.

In the event FPCS is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, FPCS may be required to perform substantial research which could result in delay of payment. FPCS will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of the contract or as agreed to in terms of time frame and/or method of determining price escalations, if any by Proposer. All prices and methods of determining prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data in the returned offer package. Literature, brochures, data sheets, specification information, completed forms requested as part of the offer package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

FPCS is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, FPCS will not be responsible for payment of the taxes. The Proposer awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to FPCS.

TERM CONTRACTS

FCPS intends to enter in agreement using a modified version of the AIA Document A133 – 2009. The successful Proposer, as determined by FPCS, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No Proposer shall obtain any interest or right in any award until FPCS has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.

The successful Proposer may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from the FPCS.

QUANTITY

There is no guaranteed amount of business, expressed or implied, to be purchased or, contracted for by FPCS in the initial maximum 1-year contract term or in subsequent renewals which may or may not be negotiated and agreed to by FPCS with any proposer(s). However, the Proposer(s) awarded the contract shall furnish all required goods and/or services to FPCS at the stated price, when and if required.

CONTRACT TYPE

The preferred contract type to be awarded is a fixed fee contract for pre-construction services, and a guaranteed maximum price (GMP) contract.

TERMINATION

FPCS reserves the right to terminate the contract without cause with 60 days' prior written notice for convenience and with 30 days' prior written notice for cause, if Proposer breaches any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which FPCS may have in law or equity. Cause may be construed as, but not limited to,

failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to FPCS's satisfaction and/or to meet all other obligations and requirements.

If the Proposer breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, FPCS will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate any contract with 30 days' prior written notice to the Proposer.

FPCS will then be relieved of all obligations, except to pay the reasonable value of the supplier's prior performance (at a cost not exceeding the contract rate). The Proposer will be liable to FPCS for all costs exceeding the contract price that FPCS incurs in completing or procuring the service as described in the proposal. FPCS's right to require strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

TRANSITION

Once an executed contract with the Proposer terminates for any reason, FPCS reserves the right to have a period of time to transition the contracted services provided to FPCS by the Proposer to a new provider. During this transition period, FPCS will pay for these goods and/or services to the provider at the negotiated rate(s) in existence at that time. FPCS further reserves the right to establish the length of the transition period and communicate this transition time period to the provider; however, such transition period shall not exceed 180 days.

FUNDING OUT OPTION

Any contract resulting from this RFP is contingent upon the continued availability of budget appropriations and is subject to cancellation, without penalty to FPCS, either in whole or in part, if funds are not appropriated by the FPCS Board of Directors, or otherwise not made available to FPCS. All outstanding invoices will be paid upon cancellation.

WARRANTIES

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Proposers may not limit or exclude any implied warranties.

ASSOCIATION

Proposers may not use the FPCS official logo(s), or any phrase associated with FPCS, without the written permission from FPCS.

EXCEPTIONS, ALTERATIONS, ADDITIONS and MODIFICATIONS

If any exceptions, alterations, additions, or modifications are submitted by Proposer to any portion of this RFP, the Proposer must clearly indicate the exceptions, alterations, 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 proposer of

the RFP as proposed by FPCS. FPCS reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

PROPOSAL PREPARATION COSTS

All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit FPCS, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate FPCS to award a contract or purchase any goods and services stated in the RFP.

RETENTION OF PROPOSAL DOCUMENTATION

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of FPCS.

MODIFICATION/WITHDRAWAL OF PROPOSAL

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, by facsimile written transmission, or in person before the response date.

SPECIAL REQUIREMENTS/INSTRUCTIONS

EVALUATION AND AWARD

This RFP in no manner obligates FPCS for services described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of FPCS and may be terminated at any time prior to the signing of the contract. FPCS may initiate discussions with vendor, and will develop into negotiating sessions with the successful Proposer(s).

If FPCS is unable to agree to contract terms, FPCS reserves the right to terminate contract negotiations with a Proposer and initiate negotiations with another Proposer. FPCS reserves the right to select services from any number of Proposers if in its sole discretion it is in the best interest of FPCS to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of FPCS and such evaluation and determination of best value shall be solely at the discretion of FPCS.

Purchase price is not the only criteria that will be used in the evaluation process.

Submission of a proposal implies the Proposer's acceptance of the evaluation criteria and all other terms and conditions as set forth in this RFP as well as the Proposer's recognition that subjective judgments can and will be made by those individuals evaluating proposals.

FPCS RESERVES THE RIGHT TO AWARD THE CONTRACT TO ONE PROPOSER/CONTRACTOR, OR MORE THAN ONE PROPOSER/CONTRACTOR IN ITS SOLE DISCRETION.

NON-PERFORMANCE BY PROPOSER/CONTRACTOR

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by FPCS on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required scope of services in a timely and workmanlike manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective.";
3. Failure to keep and maintain all required insurance coverage;
4. Failure to cure deficiencies within a reasonable amount of time as stated herein.

INSURANCE

All proposers must provide evidence of insurance or insurability.

CONFLICT OF INTREST

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

NON DISCRIMINATION

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

RFP SPECIFICATIONS - CONSTRUCTION MANAGER at RISK SERVICES

FRIENDSHIP PUBLIC CHARTER SCHOOLS:

Beginning with just two locations in 1998, Friendship now spans 12 campuses, including online, for students in grades Pre-K3 to 12. Our rigorous curriculum, exemplary instruction, resource-rich forums and total commitment to student advancement have made Friendship one of D.C.'s top charter systems. The road to college can be daunting, but thanks to 20 years of experience guiding students to and through higher education, Friendship has developed one of the most comprehensive roadmaps for student success anywhere.

PROJECT BACKGROUND:

Friendship Public Charter School is the owner of the property located at 620 Milwaukee Place SE, Washington DC., 20032.

The site is comprised of approximately 4 acres and is located behind Friendship Southeast Elementary School which houses students in grades PreK 3 -6th grade. FPCS operates 2 additional schools in the area, Friendship Tech Prep Middle, formerly a Boys and Girls Club, grades 7th-8th grade and Friendship Tech Prep High School, grades 9th -12th. FPCS is building a PreK 3 -3rd grade early childhood facility *See Attachment A for site Map.*

Due diligence for site and building feasibility studies have been performed.

Friendship has retained Brailsford & Dunlavey as its Owner Representative for the project and LITTLE Diversified Architectural Consulting as the Architect.

PROJECT DESCRIPTION:

Friendship Public Charter Schools is looking for a Construction Manager to provide pre-construction and construction services for their LEED Gold early childhood- Pre-K through 3rd grade multi-level, approximately 40,000 square foot facility at the Southeast Elementary site, Lot 45, in ward 8- Anacostia DC. Friendship has engaged LITTLE Architects to develop design and construction documents, and specifications to meet the programmatic needs.

The selected Construction Manager will be required to construct the approved designs no later than August 1, 2019 in time for the 2019/2020 school year. The project budget will be issued as an addendum, and the building program is provided in *Attachment B*

DETAILED SCOPE OF SERVICES;

The CM's scope involves two phases. In the first phase, the CM performs preconstruction services ("Preconstruction Phase"). In the second phase, the CM constructs the Project ("Construction Phase").

Preconstruction Phase Services: Preconstruction Phase will be subject to the Terms and Conditions for Non-Professional Services and will be performed by the CM for a stipulated or fixed lump-sum amount. The fixed lump-sum amount for the Preconstruction Phase Services will be determined through the RFP process and that amount shall be set forth in the CM Contract. The CM will commence the Preconstruction Phase once the CM Contract is signed and FPCS issue the CM a notice to proceed with that phase.

The Construction Phase will only be performed by the CM if FPCS, and the CM agree upon a guaranteed maximum price (GMP), and issuance of a notice to proceed thereafter. If, following FPCS receipt of the CM's GMP is unacceptable then the CM Contract will terminate and the CM's compensation for the Project will be limited to payment for its Preconstruction Phase services only. The CM Contract will be provided as an addendum to this RFP.

A selection committee will review and evaluate all qualification statements and proposals and may request that the bidders make oral presentations and/or provide additional information. The selection committee will rely on the qualification statements, proposals, additional information if provided and oral presentations if made, in the selection of finalists and, therefore, bidders should emphasize specific information considered pertinent to this solicitation and submit all information requested.

1. The CM will be required to provide multiple preconstruction services including cost estimating, detailed project scheduling and phasing, scope analysis, constructability reviews, value engineering, LEED strategy, and design assistance to ensure FPCS develop a final work plan that is feasible and which can be built within its schedule and budget. All preconstruction work will be done by the CM in coordination with the Owner's Representative, Architect/Engineer, and select representatives from FPCS to ensure that the Project conforms to regulatory requirements.
2. FPCS contemplate that the Preconstruction Phase will end after the design development phase is complete and when the construction documents are approximately 50% complete (i.e. after the structural design has been established and the major building systems have been identified). At the end of the Preconstruction Phase, the CM will be required to develop and provide FPCS with a final GMP proposal (if different from the GMP submitted in the original RFP response). If FPCS accept the revised proposal, and if the CM, FPCS agree upon the language of the GMP Amendment, FPCS, the City, and the CM will execute that amendment and the CM will be required to construct the Project, perform certain demolition, and otherwise complete its obligations and duties under the CM Contract on schedule and for an amount that does not exceed the agreed upon GMP. The CM will hold all subcontracts and supply agreements and be directly responsible to those entities for all payments.

3. In order to maintain the Project's schedule, FPCS contemplates the authorization of the CM to proceed with certain site and foundation work during the Preconstruction Phase before the final GMP is agreed upon. Should this occur, the site and foundation work costs will be incorporated into the GMP, and if a GMP cannot be agreed upon, the CM would be paid for its site and foundation work costs in addition to its preconstruction fee, if work has already been provided.

PROJECT SCHEDULE:

The following is the anticipated project schedule;

4/25/2018	Issue RFP to Construction Manager at Risk Services
5/4/2018	Non-Mandatory Pre-Proposal Conference and Site Visit
5/8/2018	Request for Information (RFI) due from Proposers
5/10/2018	Addendum – RFI responses from FPCS
5/15/2018	Responses due from Proposers
5/22 – 5/24/2018	Interviews
5/30/2018	Notice of Award / Contract Award
5/30/2018	Contract submission to PCSB
6/14/2018	Final PCSB submission of contract

The Contractor represents that, prior to submitting a response to this Request for Proposal, they have carefully reviewed the enclosed documents and inspected the site of the proposed work.

BID PROPOSAL FORM:

The undersigned, as bidder, declares that they have carefully reviewed and examined the information contained in this Request for Proposal and hereby proposes to complete the services requested including labor, material, equipment, supervision, insurance, freight, taxes, overhead and profit for the above mentioned project.

A. BID INFORMATION FORM:

Bidder (Company Name): _____

B. The Construction Manager’s Preconstruction Phase Fee is: \$_____ and the bidder acknowledges that the Preconstruction Fee _____(will or will not) be waived upon award of the GMP (per AIA A133-2009 § 4.1.2).

C. The Construction Manager’s Fee for construction phase services is _____% of the Cost of Work (per AIA A133-2009 § 5.1.1).

D. The method of adjustment of the Construction Manager’s Fee for changes in the Work is _____% on changes in the Work beyond the first \$_____ (per AIA A133-2009 § 5.1.2).

E. The limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work are _____% (per AIA A133-2009 § 5.1.3).

F. If the actual Cost of the Work (excluding Allowances, of which 100% of the un-used value shall be credit to the Owner) plus the Construction Manager’s Fee, is less than the Guaranteed Maximum Price (“Savings”), then _____% of all such Savings will be kept by the Owner and _____% of such savings will be paid to the Construction Manager as part of its Final Payment (pre AIA A133-2009 § 5.2.1.2).

G. The total estimated cost of the Construction Manager’s general conditions (the “General Conditions Budget”) is set forth below. The General Conditions Budget consists of the following elements:

- Cost of construction staff (including fringe benefits and payroll taxes):
 - Project Executive \$ _____
 - Project Manager \$ _____
 - Cost Estimator/Preconstruction Specialist \$ _____
 - Superintendent \$ _____
 - Other (please itemize) \$ _____
- Staff costs associated with obtaining permits and approvals \$ _____

- Out-of-house consultants \$ _____
- Travel, Living, and Relocation expenses \$ _____
- Job vehicles \$ _____
- Field Office for CM including but not limited to: \$ _____
 - Trailer purchase and/or rental
 - Field office installation, relocation, and removal
 - Utility connections and charges during the Construction Services phase
 - Furniture
 - Field offices for the Office and Program Manager
 - First aid facility
 - Office Supplies
- Office equipment including but not limited to: \$ _____
 - Computer hardware and software
 - Fax machines
 - Copy machines
 - Telephone installation, system and uses charges
- Job radios \$ _____
- Local delivery and overnight delivery costs \$ _____
- Field computer network \$ _____
- Watchmen \$ _____
- Progress photos \$ _____
- Consumption charges for utility service during construction \$ _____
- Printing cost for drawings, bid packages, etc. \$ _____
- Other (please itemize) \$ _____
- Total General Conditions Budget** \$ _____

This budget is set forth under the assumption that the construction duration is _____ weeks. The estimated daily total general conditions is \$_____ per day.

H. The estimated cost of the Construction Manager’s Insurance Fees is set forth below. The Insurance Fees consist of the following elements:

1. General Liability Insurance _____% cost of work
2. Builder’s Risk Insurance _____% cost of work
3. Payment and Performance Bonds _____% cost of work
4. Other (please itemize) _____% cost of work

PROPOSED CONTRACT:

The Contract format for the proposed work shall be a *Client* modified agreement of the American Institute of Architects (AIA) Document A133, Owner-Contractor Agreement Form – Cost of the Work plus a Fee with a GMP between Owner and Contractor, 2009 Edition. The proposed contract shall include, but not limited to, the following contract term modifications:

Time of Performance

Time is of the essence for this Agreement. The Contractor shall commence, and thereafter pursue with due diligence, in an expeditious and efficient manner to complete the Services, on or before the dates set forth in this RFP or the project schedule which shall be updated from time to time. If the Services are delayed for any reason other than "Excusable Delay", the Contractor shall immediately take such action as may be necessary to remedy the delay, at the Contractor's sole expense, and Contractor shall submit to Owner a recovery schedule and/or progress chart demonstrating the manner in which the delay shall be remedied. "Excusable Delay" shall be defined as a delay in the Services caused by the act, neglect, delay or fault of Owner and/or by force majeure.

Payment

Contractor shall submit monthly applications for payment. Within thirty (30) days of receipt of an application for payment from the Contractor, Owner shall advise the Contractor of the payments it approves and, within forty-five (45) days after receipt of such application, pay the Contractor the amount so approved less deductions for loss, damage, cost or expense for which the Contractor may be liable under this Agreement. Approval and payment of any invoice shall not preclude Owner from later disputing any item invoiced or be construed as an acknowledgement that any part of the Services has been satisfactorily completed.

Contract Termination for Convenience

Owner may terminate the Services for convenience at any time for reasons other than for cause, without prejudice to any claims that Owner may have against the Contractor, by giving the Contractor at least seven (7) days prior written notice thereof. In such event, Owner shall pay the Contractor such portions of the cost of the Services that are due and properly invoiced. Owner's sole liability to the Contractor for termination pursuant to this provision shall be determined in accordance with this provision and the Agreement and Owner shall not be liable for any other damages including, without limitation, loss of anticipated profits and/or termination fees.

Contract Termination by Owner for Cause

Should the Contractor (i) at any time fail or refuse to supply a sufficient number of professional staff to meet the schedule for the work as set forth in this RFP or the Master Schedule, (ii) (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) come under a suspension

of payments, (e) have a receiver appointed for the whole or any substantial part of its assets or (f) become in any way the subject of a bankruptcy petition, or (iii) materially default in the performance of any provision of this Agreement, Owner may in its discretion terminate this Agreement or the Services to be provided hereunder for "cause" by giving the Contractor seven (7) days prior written notice thereof. In the event the Contractor shall correct the cause-giving rise to the notice to the satisfaction of Owner, in its sole discretion, the cause of termination shall be deemed void and this Agreement shall continue in effect.

Should this Agreement be terminated for cause, Owner may complete the Services by whatever method and means it may deem expedient. In such event, the Contractor shall not be entitled to any further payments until the Services are completed, at which time the Contractor shall prepare a statement of the cost of Services performed but not reimbursed to date of termination. The amount of such statement shall become due and payable when approved by Owner after completion of the remainder of the Work by Owner or its agents and shall be subject to reduction for all direct extra costs incurred by Owner as a result of Owner canceling this Agreement for cause, including, without limitation, all costs incurred by Owner to complete the Work. In no event shall the Contractor be compensated for any costs associated with cancellation of this Agreement is terminated for cause. Owner shall not be liable for any other damages, including, without limitation, loss of anticipated profits and/or termination fees.

Suspension of Work.

Owner may suspend at any time and for any reason any part or all of the Services by giving at least 24-hours' notice thereof to the Contractor specifying the part of the Services to be suspended and the effective date of the suspension. The Contractor shall cease work on such part of the Services on the effective date of such suspension but shall continue to perform any unsuspended part of the Work. During a suspension, the Contractor shall only be reimbursed for the cost of Work related to (a) the Contractor's employees whose work has been approved by Owner and (b) such other items authorized by Owner. Owner may, at any time, authorize resumption of the suspended part of the Work by notifying the Contractor of the part of the Services to be resumed and the effective date of suspension withdrawal. The Services shall be promptly resumed by the Contractor after receipt of such notice. Owner's sole liability to the Contractor for suspension shall be determined in accordance with this provision and the Agreement and Owner shall not be liable for any other damages including, without limitation, loss of anticipated profits and/or termination fees.

Lien Waivers

The Contractor shall keep the project and premises free and clear of all liens and charges arising out of the Services performed by the Contractor or a Sub-consultant, including materialmen's, laborers' and mechanics' liens, and the Contractor shall defend Owner against all claims and suits by reason thereof and indemnify and save Owner harmless from all resulting loss, cost and expense, including attorneys' fees and expenses. The

Contractor shall give Owner prompt written notice of any actual or prospective claims of any such liens or charges known to the Contractor and of the steps the Contractor intends to take to protect Owner. Owner shall have the right to retain so much of the moneys due under this Agreement as it deems necessary for its protection until such time as any such claims have been settled or paid and all related suits, liens and charges properly released. The Contractor shall, simultaneously with entering into this Agreement, execute and deliver to Owner a waiver of lien rights or such similar instrument as may be permitted under the laws of the jurisdiction where the Services are being performed.

Assignment

The Contractor shall not assign, sublet or transfer all or any part of its interest in this Agreement without the prior written consent of Owner, and any attempt to do so shall be void and unenforceable.

Compliance with Laws, Rules and Regulations

The Contractor shall comply with the requirements of all applicable laws, rules and regulations, including, but not limited to, those governing building construction, equal opportunity employment and safety of persons and property. All rules and regulations of Owner which may be in effect at the Project regarding employment, passes, site safety courses, badges, smoking, fire prevention and conduct on the property shall be observed by the Contractor. The Contractor shall require such to be observed by any Sub-consultants and each of their employees.

SAFETY APPROACH & RECORD

1. Include information on your firm's approach to maintaining a safe and secure work environment for workers and neighboring properties.
2. Indicate your firm's approach to compliance with OSHA standards. Provide your firm's current safety EMR or equivalent rating.

FINANCIAL INFORMATION & REFERENCES

Each company must also provide a history of its qualifications and financial data including but not limited to the following:

3. A copy of the most recent annual and quarterly reports filed with the U.S. Securities and Exchange Commission on Form 10-K and 10-Q, respectively, or if the above is not applicable, a copy of the most recent audited annual and unaudited interim period financial statements.
4. An account of any legal conflict encountered with customers/clients dating to January 1, 2012 regarding contract disputes and non-performance.

5. Letter from provider indicating bonding capacity. Please indicated currently available capacity.
6. Please include a list of your last five clients that we may contact regarding your work. These references should be for projects of a similar size and scope as described in this proposal. Please include the name, title and telephone number for each project client contact.
7. Please provide a complete list of projects completed within the last 12 months of similar size contract value or larger.

ADDITIONAL PROPOSAL REQUIREMENTS (Attachment A)

Proposals shall include, at a minimum, the following information organized as follows in a qualification statement:

1. Names and contact information of at least three client references.
2. Provide proof of CBE as firms certified as CBE will receive preferential consideration. See <http://olbd.dc.gov/>
3. A proposed signed contract, which includes terms, payments and amount contract, will not to exceed.

INSURANCE COVERAGE REQUIREMENTS (Attachment B)

The Contractor shall maintain liability insurance having *minimum* coverage and provisions consistent with the requirements below and the Landlord's insurance requirements whichever is greater:

1. Prior to commencement of any work or services, and prior to or concurrent with execution of a contract, Contractor shall furnish Owner with:
 - a. Endorsements to Contractor's liability insurance policies, naming Owner and all of their subsidiaries, agents and employees, as additional insureds,
 - b. Certificates of Insurance or copies of insurance policies indicating that the minimum insurance limits described below have been met,
 - c. Endorsements to Contractor's liability insurance policies by which the insurance carriers agree to provide at least thirty (30) days' prior written notice of cancellation or any change in such policies.

All Contractor's required insurance shall be placed with insurance companies rated at a minimum of A-VII, by Best Key Rating Guide.

2. Contractor's minimum insurance requirements shall include the following limits of coverage:

Workers' Compensation

- a. Statutory in accordance with the laws of the state with jurisdiction, including Voluntary Compensation on Broad Form All-States Endorsement.
- b. Employer's Liability with limits of not less than \$1,000,000 per occurrence.
- c. Such policy shall include a waiver of subrogation in favor of Owner and all subsidiaries, agents and employees.

Commercial General Liability: Occurrence Form only ("**Claims Made**" is not acceptable)

- a. Bodily Injury Liability and Property Damage Liability:
 - o \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$5,000,000 products and completed operations aggregate, or
 - o current limit carried, whichever is greater.
- b. The commercial general liability insurance required must be occurrence form only ("**claims made**" is not acceptable) and must include Blanket Contractual Liability including Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury, Fellow Employee Exclusion deleted, "X","C" and "U" Exclusions deleted, Incident Medical Malpractice and Host Liquor. If policy is subject to a "general aggregate", it must contain a per job or per location aggregate with respect to work behalf of Owner.

Automobile Liability:

- a. Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 each accident Combined Single Limit.
- b. The insurance required must include Owned (Long Term Leased), Employer's Non-Owned and Hired Automobile Coverage.

Umbrella Liability:

- a. Each occurrence:
 - i) \$5,000,000 general aggregate per location or per job, \$5,000,000 product/completed operations aggregate, or
 - ii) current limit carried, whichever is greater.

Other Insurance:

The Contract, or another document under this Request for Proposal, may contain additional insurance requirements for coverage by the Contractor. Contractor may also carry such other insurance as the Contractor deems necessary (auto, physical damage, builders risk insurance, etc.). All such insurance shall include a waiver of the insurer's rights of subrogation against Owner and all subsidiaries.

3. Contractor shall add, by endorsement to its policies of insurance, except for Workers' Compensation Insurance and all subsidiaries as additional insureds for the Commercial General Liability ISO Endorsements CG 2010 and CG 2037 (or equivalent) are required.

Client and all of their subsidiaries, agents and employees, are Additional Insureds jointly and/or severally, regarding any coverage afforded by this policy with respect to services and/or materials performed, furnished or supplied on, for or to such Contract. This insurance shall be primary with respect to any other insurance available to such additional insureds, and shall be endorsed in a manner that will prohibit the Contractor's insurers from seeking contribution from such insurance of the additional insureds.

4. Failure to secure and maintain or add, by endorsement, Friendship Public Charter School and all subsidiaries, agents, and employees shall not act as a defense to the enforcement of the terms of this Contract. Any such insurance policy shall apply separately to each insured against whom the claim is made or suit is brought and shall contain no provision which excludes coverage of a claim made by one insured under the policy against another insured under the policy.
5. Prior to issuing the Certificate of Insurance, the Contractor and/or Contractor's Agent shall review the certificate and comply with the following criteria:
 - a. The certificate must be issued with an original signature or original initials of the endorser.
 - b. Automobile – coverage for owned, hired or non-owned vehicles.
 - c. The certificate must include the required additional insurance and notice cancellation endorsements.
 - d. Contractor's Carrier must be rated in the Best Guide as "A-VII" or above.

6. **Indemnification:** Contractor agrees to defend, indemnify and hold harmless Owner against any claims, damage, losses, expenses and attorney's fees arising out of this Contract, or performance of the Work by Contractor or subcontractors hired by Contractor, except for liabilities caused by the intentional or negligent acts or omissions of Owner.

7. **Additional Insureds:** Contractor agrees to carry the following entities as “additional Insureds”:

- Friendship Public Charter School (Owner/Client)
- LITTLE (Architect)
- Brailsford & Dunlavey (Owner’s Representative)
- Others as required by the owner(TBD)

Company Name

Signature of Authorized Agent

Date Signed

FPCS will be named as additional insured on certificate of insurance if our firm or company is awarded a contract.

Financial Statements (Attachment C)

Proposer should submit as Attachment C current financial statements, preferably for the past two years, which have been audited or reviewed by a Certified Public Accountant.

Proposed Exceptions, Alterations, Additions, or Modifications to RFP (Attachment D)

Proposer should submit as Attachment D, any and all proposed exceptions, alterations, additions, or modifications.

For further information, contact Ruby Sherman at procurementinquiry@friendshipschools.org.

END OF FPCS RFP PACKAGE.