

**FRIENDSHIP PUBLIC CHARTER SCHOOL**

**REQUEST FOR PROPOSALS FOR**

**RFP — GENERAL CONTRACTOR / CONSTRUCTION COMPANY SERVICES-  
IDEAL Campus**

Friendship is soliciting proposals and qualification statements from parties having specific interests and qualifications in the areas identified in this solicitation. 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.

Interested parties shall MAIL the response to this RFP by submitting (4 copies, 3 original (1) Electronic copy emailed to: [procurementinquiry@friendshipschools.org](mailto:procurementinquiry@friendshipschools.org).) sealed proposal must be in an envelope clearly marked “**RFP- General Contractor / Construction Company Services-Ideal Campus**” to

**Procurement Inquiry**

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

**By no later than 4pm, Monday, February 10<sup>th</sup> 2020**

*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/proposals, 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, 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. **General Requirements:** You should be familiar with all of the General Requirements.
4. **Special Requirements/Instructions:** This section provides information you must know in order to make a complete and proper proposal.
5. **Specifications:** This section contains the detailed description of the products/services sought by Friendship Public Charter School.
6. **Attachments**
  - a. Proposal Requirement
  - b. Insurance Coverage Requirements
  - c. Financial Statements
  - d. 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**

In evaluating the proposals submitted, FPCS will apply the “Best Value” process in selecting the Proposer to be awarded a contract for this project. **Purchase price 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. The purchase price.
2. The Proposer's overall experience, reputation, expertise, stability and financial responsibility.
3. The quality and range of goods and/or services the firm proposes to provide.
4. The extent to which the goods and/or services meet FPCS needs.
5. The Proposer's past relationship with FPCS.
6. The ability to provide service in a reliable, expedient and efficient manner.
7. The total long-term cost to FPCS to acquire the Proposer's goods or services.
8. Any other relevant factor(s) specifically listed in the request for proposals.

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.

### **TESTING**

FPCS reserves the right to test equipment, supplies, materials and goods proposed for quality, compliance with specifications and ability to meet the needs of FPCS. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

### **INVOICES AND PAYMENTS**

The Proposer who is awarded the contract is required to send all invoices to FPCS's reference point of contact and to **Accounts Payable 1400 First Street NW, Suite 300, 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**

Any contract which results from this RFP shall run for three-year period with an exclusive option by FPCS to renew on an annual basis. There is to be an additional 90-day transitional period added to the end of the contractual agreement which may be exercised at the option of FPCS. The contractual prices, terms and conditions are to remain in force during the transitional period.

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 GMP contract. However, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer is encouraged to offer that better pricing option as an alternative in its submitted proposal. FPCS will consider that type of contract as it compares with other recommended contract options. The contract type providing the best value, over the longest period of time is what FPCS seeks. Proposers are required to provide FPCS with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

## **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 goods and/or 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 to the eventual rental, lease, and purchase, etc. 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 FPCS and may be terminated at any time prior to the signing of the contract. FPCS may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions 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 and products 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 operating performance standards in the time period required and consistent with 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. **Please complete Attachment F.**

**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 – General Contractor / Construction Company Services**

Friendship Public Charter Schools seeks vendor to provide **General Contractor / Construction Company Services** from Construction Companies (also referred to as Contractors in the RFP) with specialization in building of educational facilities.

**Friendship Schools Background:**

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 6130 North Capital Street NW, Washington DC., 20011.

The site is located adjacent to Friendship Ideal Elementary & Middle Schools which house students in grades PreK 3 -8<sup>th</sup> grade. FPCS is building a Middle School grades 4-8 facility. See Attachment A for site Map.

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

Friendship has retained Meadowdale LLC. as its Owner Representative for the project and Michael Marshall Designs Architect.

**Project Description:**

Friendship Schools is looking for a Contractor to build a Middle School building grades 4-8 multi-level, approximately 57,100 square foot facility and renovate the existing 29,300 square foot Friendship Public Charter School- Ideal Elementary & Middle site, Parcel 115/238, in ward 4- Lamond Riggs DC. Friendship has engaged Michael Marshall Designs Architects to develop construction documents and specifications to meet the programmatic needs. The selected contractors will be required to construct the approved designs for the new building no later than March 30, 2021 and the renovation portion of the existing building delivery date is TBD.

The space will consist of the following:

Building Usage - Attachment B

**Summary of Work:**

A. Project Identification is as follows:

1. Location: 6130 North Capital Street, NW, Washington DC 20011
2. Owner: Friendship Public Charter School

B. The work covered in the RFP consists of the construction of a new approximately 56,200 sq. ft. Middle School educational facility.

The following shall be included in the BID:

1. Based on the anticipated start date and The Contractor's schedule, accommodations for winter conditions shall be part of the work only as required.
2. The General Contractor shall coordinate all required inspections throughout the duration of the project.
3. Work in the Public Way shall conform to all rules and regulations of The City of Washington DC and each agency having jurisdiction over required above or below grade improvements and utility connections.
4. The General Contractor shall coordinate all Public Utility work required for the project

C. Work provided by the Owner generally consists of the following:

1. Classroom, bathroom, office, meeting space buildouts
2. Appliance and equipment installation
3. Computer and networking equipment
4. Security systems
5. Telecommunications systems
6. Audio/Visual systems and components
7. Specialty signage and wall graphics note in the Contract Documents

The General Contractor shall be responsible for coordination of the above items and connections to portions of the work as noted in the Contract Documents.

**Project Schedule:**

The following is the anticipated project schedule as it relates to the General Contractor. It is our intention to select the contractor to aid the team with pre-construction services. Additionally, they will pursue the permit process as early as is feasible.

1/10/2020	Issue RFP to General Contractors
1/22/2020	Questions due
2/10/2020	Responses due from Contractors
2/14/2020	Contractors Interviews
2/21/2020	Contract Award
3/30/2021	Construction Completion, ready for School furniture installation

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. In addition, they are fully informed of the conditions under which the work is to be performed. The Contractor further represents that they have satisfied themselves to the actual conditions of the premises, existing construction, actual elevations site logistics, local code restrictions, and any other conditions affecting the completion of the intended work. It being hereby understood and agreed that no considerations will be allowed subsequently to the Contractor's submission of their response to the Request for Proposal by reason of error, or oversight, on the part of the Contractor or on account of interference by other Contractor's activities.

The Contractor's Proposal shall include, as a minimum, the following Scope of Services.

The following scope items are intended to clarify, but not limit, the Request for Proposal:

1. Contractor shall manage, with his own personnel and qualified subcontractors, all construction work required for the construction, and refurbishment in accordance with the Contract Documents prepared by the Architect and Engineer. It is the intent of this Request for Proposal to contract with a General Contractor who will provide "above" industry standard construction services as referenced in this Request for Proposal.
2. Contractor shall be required to provide a temporary field office, anticipated to be located in or adjacent to the work area, for its onsite supervision and personnel. In addition, subcontractor shanties, material lockups and staging areas will also be located in this construction area. General condition proposals shall include the cost to construct and remove the temporary field offices, shanties and the like. Field Offices should provide adequate space for the weekly owner, architect meetings and on site coordination meetings.
3. All utilities for the onsite offices shall be provided by the Contractor at no cost for the duration of the construction.
4. Contractor shall be responsible for providing temporary toilet facilities for all tradesmen. Contractor shall be responsible for all protection, and

cleaning and the stocking of consumables. Newly constructed shall not be used by construction personnel at any time during the project. If damage and/or repairs are required at the completion of the project, the Contractor shall bear full responsibility.

5. Rubbish removal will be the Contractor's responsibility. Rubbish removal must be completed routinely as necessary for Contractor to maintain a clean and efficient worksite. All rubbish removal labor, small floor dumpsters and roll off dumpster costs shall be included in Contractor's proposal.
6. Contractor shall clean up all waste materials, rubbish and debris resulting from its operations at such frequencies as required to maintain a clean and safe working job-site. Labor for general clean up may be excluded from the General Conditions, however, an estimate of associated costs should be provided in the cost estimate for the GMP.
7. Personnel and material hoisting shall be provided as part of the project as required. Hoisting of all major deliveries shall be scheduled a minimum of forty-eight hours in advance. Contractor shall include in this Proposal the cost of his forces to accept and coordinate the major deliveries as noted above.
8. Final cleaning will be required by the Contractor prior to Substantial Completion. Contractor shall not include in this proposal the cost to complete the final cleaning. The final cleaning shall include, but not limited to, vacuuming carpets, sweeping and mopping Vinyl floor areas, wiping down millwork, door and frame openings, cleaning interior and perimeter windows, general clean-up of bathrooms, etc. as required for a complete final cleaning of the space. This requirement shall be considered a "white-glove" cleaning and shall not be performed until approved in writing by Owner and/or Owner's Representative. For this proposal, the Contractor will not include this cost in their proposal but will be required to competitively bid this work similar to the other direct costs.
9. Contractor shall be required to conduct a conditions survey of the existing site prior to the start of construction including the neighboring properties and public right-a-way areas. The labor, material and documentation tools required for such a survey shall be included in this Proposal. The intent of the existing condition survey is to document the existing conditions prior to Contractor starting work.

10. Contractor shall visit the site to verify that he has familiarized himself with the jobsite regarding staging, site and building access, hoisting, existing conditions, etc., and any cost associated with same are included in this Proposal.
11. Contractor shall provide an alternate cost for Builders Risk Insurance associated with the tenant improvement construction.
12. The Contractor shall maintain a detailed and accurate accounting system that shall be necessary for the proper financial management of the project. Contractor's records and receipts shall allow for ready identification of all charges included in subcontracts, purchase orders, change orders, invoices and Application for Payments. The Owner shall have the right to audit, at any time, all of the Contractor's records related to this project and the work. Final trailing waivers shall be provided to match the Contractor's Sworn Statement prior to submitting the subsequent billing. Waiver of lien documents shall be provided for all subcontractor/suppliers and tier subcontract/suppliers.
13. Contractor shall keep the Owner and Owner's Representative advised and copied on all communications with the Architect, Architect's consultants, other consultants or vendors contracted by the Owner for this specific project.
14. Contractor shall be responsible for advising the Owner and Owner's Representative, and his consultants, of all laws, ordinances, rules, regulations, orders, state and local building codes or requirements of authorities having jurisdiction over the project. If Contractor performs work under the contract knowing it to be contrary to the requirements of the authorities having jurisdiction over the work, and without advising the Owner and Owner's Representative nor his consultants of such requirements, Contractor shall assume full responsibility of such work and all associated cost for appropriate modifications which may be required by authorities having jurisdiction over the work.
15. Contractor shall provide means of digital communication with the Owner and Owner's Representative and Architect including email, file storage/sharing, issue tracking, submittal tracking, cost tracking, requests for information, etc. Costs for digital documentation shall be provided as part of the General Conditions to the project.
16. Contractor shall provide means for performing Building Information

Modeling including as-built documents provided in Revit and coordination with the Owner's Commissioning agent.

17. Contractor shall coordinate the preferred route and/or procedures for the removal of construction debris and shall coordinate all necessary additional clean-up as part of construction operations, such that the building corridors, elevators, stairwells and common areas are maintained free from accumulations of waste material, rubbish and debris.
18. Contractor shall be responsible for the structural integrity of the building during, and related to, its construction operations. All structural modifications and concentrated loading of materials must be reviewed and approved through the Architect and their respective consultants.
19. All job site security required for the project shall be the responsibility of the Contractor. It is anticipated that security personnel and/or services will be a direct cost which the owner may choose to contract through the Contractor at a later date.
20. Contractor shall provide "Open Book" competitive bidding process with leveled and detailed award recommendations. Architect, Engineer and Owner and Owner's Representative shall be invited to attend scope review meetings with subcontractors for major trades prior to award. Award recommendations shall be presented to the Owner and Owner's Representative for all subcontracts and purchase order agreements for the Owner's review and shall clearly provide that all the terms and conditions which govern the Contractor shall also govern the subcontractors of every tier.
21. Contractor shall maintain a detailed and accurate shop drawing and product submittal control system for the project. The system shall be updated on a daily basis and reported to the Architect, Engineer and other applicable consultants for coordination at all weekly Owner's Meetings. The schedule responsibility is that of the Contractor and negligence in coordinating the shop drawing process does not relieve Contractor from its contractual obligation for Substantial Completion.
22. Cost and/or Schedule changes to the Guaranteed Maximum Price (GMP) consisting of additions, deletions or modifications shall be authorized by a written Scope Change signed by the Architect, Owner and Owner's Representative. Contractor shall develop and contract for all appropriate unit pricing and hourly rates during the subcontractor bidding phase. Unit

prices and hourly rates shall be bid during this phase and negotiated as part of the subcontract agreement. If unit pricing is not appropriate for the specific change, then Contractor shall provide detailed back up and pricing so that the cost claim for the revisions can be properly evaluated by the Architect and Client.

23. If a Party breaches any material obligation under this Agreement and fails to cure the same after notice from the other Party followed by fifteen (15) days' opportunity to cure, then this Agreement may be terminated by the other Party upon notice to the breaching Party; provided, however, that the period for cure a failure to pay monies due under this Agreement shall be five (5) business days rather than fifteen (15) days after notice. The foregoing right to terminate in addition to the cumulative with, and without limitation upon, all other rights and remedies available under law, in equity and otherwise.
24. General Conditions cost, inclusive of labor, rubbish removal, telephones, faxes, etc. shall be specifically included in the Bidder's general conditions proposal and not subsequently purchased under subcontractor costs. This contract provision shall be strictly enforced and shall be immediate grounds for default under the proposed contract format.
25. Contractors shall include in their bid proposal all Contractors' labor and materials associated with their general conditions. Self-performing of traditional subcontractor trades, such as drywall, acoustic, doors/frames/hardware installations, millwork, painting, carpet, etc. shall not be permitted.
26. The following documents will be used as a basis of the contract:
  - a. The proposed contract format shall be based upon American Institute of Architects (AIA) Document A133, Owner-Contractor Agreement Form – Cost of the Work plus a Fee with a GMP. AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition. Friendship Public Charter School may propose modifications to A201 during the contract negotiation process.
  - b. Please comment on the acceptability of the basic contracts.
27. Contractor may include a construction contingency that shall not be greater than ten (10%) percent unless Contractor provides substantial evidence that the contingency shall be greater. The construction contingency shall be used only for unknown conditions and events not known at the time of the



GMP. The contingency shall not be used for (a) contractor negligence and/or errors in the development of the GMP or (b) schedule acceleration or overtime required due to the Contractor not maintaining the construction schedule.

28. The Contractor shall provide the following services as part of their proposed scope of services:

**Pre-Construction Phase**

1. Preliminary Budgeting Cost Estimating
  - a) Based upon a review of Owner's plan and project requirements, develop an initial trade-by-trade cost GMP estimate. Stipulate any clarifications and exclusions and provide a list of Allowances that have been used to develop your budget.
  - b) Identify procedures for updating this budget throughout the design process and developing detailed cost estimates by trade as construction documents are completed.
2. Scheduling
  - a) Provide a master project schedule milestone dates Owner's review times, vendor coordination and construction activities.
  - b) Discuss schedule updating as activities are completed or modified and as new information is generated.
3. Preconstruction Activity
  - a) Analyze and make comments or recommendations on the construction budget. Provide "value engineering" ideas and advice.
  - b) Advise Owner and Owners Rep of material availability and construction techniques.
  - c) Review drawings through the construction periods for conformance with Owner's

requirements.

- d) Assist Owner and Owners' Rep in reviewing requirements of governmental agencies having jurisdiction over the project. Advise on the cost impact of the requirements and suggest possible alternatives.

#### 4. Subcontractor Pricing

- a) Develop bid packages, unit pricing and alternatives for inclusion in subcontractor bid proposals.
- b) Develop a recommended qualified bidders' list for each component of the work and submit to Owner for prior review and approval.
- c) Review all plans and specifications independently and with Owner, Owners' Rep and Architect before issuing invitations to bid. Prepare an independent take-off of quantities and a detailed estimate for each unit of construction.
- d) Solicit and receive competitive trade bids for all trades and prepare an analysis for Owner along with a recommendation for the award of the work.
- e) Assist Owner in the procurement, scheduling storage and installation of pre-purchased and long lead-time items.

### **Construction Phase**

#### 1. Construction

- a) Provide, coordinate and supervise all construction work for the project. Verify that materials furnished and work performed meet all plans, specifications and applicable code and regulatory requirements.
- b) Regulate and control all subcontractors.
- c) Coordinate all subcontractors to insure that the project schedule is met.
- d) Develop and implement a quality control system for all General Contractor activities.
- e) Coordinate and review for compliance all shop drawings and items submitted by subcontractors prior to

submission to the Architect. Establish and maintain on site a complete file of all shop drawings and items submitted.

- f) Coordinate with Owner and Owner's Rep subcontractors as necessary to provide coordination with trades, job schedules, storage, deliveries, etc. and ensure Owner's project completion dates are on schedule.
- g) Conduct weekly progress meetings with the team members, prepare and distribute meeting minutes following each progress meeting.

## 2. Accounting and Cost Control Systems

- a) Prepare schedules of estimated values of all work awarded.
- b) Review all progress payments and make recommendations for approval to Owner.
- c) Recommend to Owner any default action that is required and determine the amount due.
- d) Review all changes proposed by Owner and Owners Rep /or the Architect and make recommendations regarding their practicality, cost and impact on the schedule.
- e) Receive and review all change order requests from subcontractors and prepare independent take-offs to evaluate each subcontractor request.
- f) Owner must review and approve each change order in writing.

## **Post Construction**

- 1. Coordinate the preparation of punch lists and ensure that all items are completed on a timely basis.
- 2. Assist in the preparation of certificates of substantial and final completion.
- 3. Assemble all booklets containing all guarantees and warranties, as required, and deliver all such documents to Owner and Owners' Rep with certificates that they are complete. Provide digital copies of all documents as required.
- 4. Coordinate and expedite the preparation of subcontractor care and maintenance manuals and deliver all such manuals to Owner and Owners' Rep with a certificate of completion.
- 5. Receive and verify all releases of claims required prior to

issuance of final certificates of completion and payment to subcontractors.

6. Make recommendations on the withholding of payments where deemed necessary and determine the value of uncorrected work.
7. Coordinate the preparation of as-built drawings of the entire project including architectural and engineering drawings.

### **Safety and Protection**

Develop and establish a safety program for the Owner project in compliance with all applicable Federal, State and Local rules and regulations.

**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. BID BREAKDOWN – GENERAL CONDITIONS COMPONENT**

Cost Code Description	Precinct.	Construction	Post Constr.	Total
<b>GEN. CONDITIONS – ALLOWANCES</b>				
Permits	By Owner	\$0	\$0	By Owner
Hoisting	\$0	\$0	\$0	\$0
Temporary Utilities	\$0	\$0	\$0	\$0
<i>SUB-TOTAL NO. 1</i>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GEN. CONDITIONS – FIXED COST</b>				
Miscellaneous Tools				
Miscellaneous Equip. & Exp.				
Messenger Service				
Postage				
Photocopies				
Job Office Supplies				
Telephone				
Project Management Personnel				
Supervision Personnel				
Laborers				
Carpenters				
Operators				
Blueprints				

Temporary Power & Lighting				
Temporary Toilets				
Temporary Fire Protection				
First Aid and Safety				

Rubbish Removal (Dumpster Cost Only)				
Temporary Field Offices				
Final Cleaning	Excluded	Excluded	Excluded	Excluded
Miscellaneous General Conditions				
<i>SUB-TOTAL NO. 2</i>				
<b>GEN. CONDITIONS – VARIABLE COST</b>				
GL Insurance ( <i>Identify_% of Cost</i> )				
P&P Bond ( <i>Identify__% of Cost</i> )				
Other ( <i>Identify__% of Cost</i> )				
<i>SUB-TOTAL NO. 3</i>	\$	\$	\$	\$
<i>TOTAL GENERAL CONDITIONS</i>	\$	\$	\$	\$

**A. BID BREAKDOWN – OVERHEAD AND PROFIT COMPONENT**

<b>Cost Code Description</b>	<b>Preconstru ction</b>	<b>Construction</b>	<b>Post Constr.</b>	<b>Tota l</b>
<i>TOTAL OVERHEAD &amp; PROFIT Fee (Identify__% of Cost)</i>	\$	\$	\$	\$

<i>TOTAL GENERAL COND. &amp; O/P (TOTAL OF B1 + B2 + B3 + C)</i>	\$	\$	\$	\$
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**B. BID BREAKDOWN – CHANGES IN THE WORK COMPONENT**

Trade Code Description	Percentage of Cost Change	Remarks
General Conditions	%	
Overhead & Profit	%	
GL Insurance	%	
P&P Bond	%	
Other	%	
<i>COMBINED GENERAL COND. &amp; O &amp; P</i>	%	<i>For changes in the work after the approval of the GMP</i>

**C. BID BREAKDOWN – Management and Supervisory Staff Personnel**

PROJECT STAFF INFORMATION				HOURS PER PHASE		
Title / Position	Allocated Time %	Hourly Rate	Total Hours	Precon	Constr.	Post Constr.
Project Manager						
Superintendent						
Administrative Assistant						
Other (Office)						

**D. BID BREAKDOWN – Field Project Personnel**

FIELD STAFF INFORMATION	HOURS PER PHASE
-------------------------	-----------------

<b>Title / Position</b>	<b>Allocated Time %</b>	<b>Hourly Rate</b>	<b>Total Hours</b>	<b>Precon</b>	<b>Constr.</b>	<b>Post Constr.</b>
Carpenter Foreman						
Carpenter Journeyman						
Laborer Foreman						
Laborer Journeyman						
Other (Field)						
Other (Field)						

**E. BID BREAKDOWN – BID CLARIFICATIONS (For Comparison Purposes Only)**

1. Confirm your bid includes the allowances noted in the RFP. (YES)  
or  
(NO)  
 \*\*Provide a separate list of any allowances included in your proposal and indicate if they are included in your base price.
2. Does your bid include a contingency? If yes, \_\_\_% (YES) or (NO)
3. Does your bid include subcontractor bonds? If yes, \_\_\_% (YES) or (NO)
4. Does your bid include a job site copier? (YES) or (NO)
5. Do you anticipate internet access at the jobsite office? (YES) or (NO)  
(YES) or (NO)
6. Does your bid include any sidewalk or street closure permit costs or fees? If yes how much? \$\_\_\_\_\_
7. Does your bid include the cost of reproductions (drawings,



photocopies, etc.) for all phases of the project? (YES) or (NO)

8. Have you included the cost for field offices, conference rooms and material storage including utilities for temp offices? (YES) or (NO)

9. Does your bid include the providing, maintaining and stocking for temporary toilet facilities? (YES) or (NO)

10. Provide an estimate for Winter Conditions costs based on your proposed project Schedule. Is this included in your base

1. Price? (YES) or (NO)

2. \$ \_\_\_\_\_

11. Does your proposal include perimeter temporary construction fencing, gates and scaffolding or protection of any existing sidewalks?

12. Identify additional general conditions items, or cost, you anticipate or may require for the completion of the work that you have excluded.

**C. ALTERNATE PRICING**

**Alternate 1: Builder's Risk**

**Insurance**

Provide Builder's Risk Insurance for the total contract value during the full term of the Project (Construction Commencement through Owner Acceptance). The Contractor shall be responsible for the deductible, not to exceed \$10,000.

**ADD:**

\$ \_\_\_\_\_

**I. EXHIBIT E – HOURLY RATES**

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 Additional Services that may be requested from time to time including all necessary labor, material, equipment, supervision, insurance, taxes, overhead and profit associated with the services at the following standard hourly billing rates:

**Bidder (Company Name):** \_\_\_\_\_

Employee/Position	Hourly Rate
Principal-in-Charge	\$
Project Executive	\$
Senior Project Manager	\$
Project Manager	\$
Project Engineer	\$
General Superintendent	\$
Senior Superintendent	\$
Superintendent	\$
Project Accountant	\$
Administration	\$
MEP/BIM Coordinator	\$
	\$
	\$

*Hourly rates shall be applicable through the project duration and shall not be subject to change until the next annual period of change commencing January 1, 2021.*

## **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.

### **Proposal Requirements:**

1. Firm background and primary contact for the management of the work that will be done for this project. (Limit to 2 pages)
2. Provide an organizational chart showing how you will staff and organize this project for each phase. Indicate designated lead person and his/her involvement, as well as how others would be involved. Include a resume of each participant. (Limit to 2 pages plus resumes)
3. 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)
4. Provide a list of your firm's preschool and K-12 educational projects constructed in the last 8 years where you were the principal construction company. Select three projects

that are most similar to this specific scope and include photos with descriptions of the work.

5. Outline the process your firm would use in completing Phases 1 & 2 of this project. (Limit to 4 pages)
6. Describe your firm's approach to Community Engagement and your firm's qualifications in this area. (Limit to 2 pages)
7. Describe your firm's approach to sustainability and energy efficiency as it relates to building a school. (Limit to 2 pages)
8. Describe your firm's experience and approach in working with Building Information Modeling (BIM) tools on educational projects. (Limit to 2 pages)
9. 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.
10. 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:
  - Allowances
  - Contingencies
  - Line Item Savings
  - Overall Savings
  - Scope Changes
  - Shared Savings
11. 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.
12. 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.
13. 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.
14. Provide examples of documentation and reports that will be provided during the bidding and subcontractor selection process.

15. Indicate why your firm should be chosen for this project. (Limit to 1 page)

### **PROPOSED BUDGET & FEE**

4. Acknowledge the acceptance of Scope of Services enclosed in this Request for Proposal. If Contractor takes exception to any of the services that are requested, identify exceptions and provide a detailed explanation.
5. Acknowledge the acceptance to Exhibit G – Proposed Contract Format. If the Contractor takes exceptions to any contract language requested, please identify exceptions and provide a detailed explanation and proposed revisions.
6. Discuss any special services or approaches your firm can provide the Owner on this Project, including LEED certification of proposed team members.
7. Describe what is inclusive in your firm's overhead portion of your fee. Identify expenses that will not be job cost but rather company overhead such as:
  - Principal in Charge
  - Accounting
  - Estimating
  - General Superintendent
8. Describe your firm's philosophy to bonding subcontractors and if there are contract limits that govern the necessity for bonding.
9. Discuss any other special services or approaches your firm can provide the Owner on this project.

### **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, 2014 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.

*Please direct any questions prior to the proposal due date to Ruby Sherman at [procurementinquiry@friendshipschools.org](mailto:procurementinquiry@friendshipschools.org).*

#### **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 D)**

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:
  - i) \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$5,000,000 products and completed operations aggregate, or
  - ii) 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)
  - Michael Marshall Design (Architect)
  - Others as required by the owner(TBD)

**General & Excess Liability Minimum Coverage**

General Liability:	1,000,000
Umbrella Liability:	1,000,000

\_\_\_\_\_  
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 E)**

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 F)**

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

**ATTACHMENT F**

**CONFLICT OF INTREST DISCLOSURE**

As a prospective vendor/supplier, its agents, employees, directors and/or assigns, you 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 a member of the school’s board or leadership.

**Name of party that poses conflict**

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**Relationship/Interest**

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Company Name

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Signature of Authorized Agent

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Date Signed

For further information, contact Ruby Sherman at [procurementinquiry@friendshipschools.org](mailto:procurementinquiry@friendshipschools.org).  
**END OF FPCS RFP PACKAGE.**