

# THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

## REQUEST FOR PROPOSALS **REVISED**

### Elevator Modernization

**Revised 1/4/2024—changes highlighted.** Thurgood Marshall Academy—a nonprofit, college-preparatory, public charter school located in Southeast Washington, DC—seeks to modernize its elevator. The priorities are the controller systems and annual PM contracts, but the school seeks add-alternates for piston and cab rehabilitation.

#### **Bidders Meetings & Questions**

- All questions must be sent via email to [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org). In early Jan., 2024, responses will be emailed to bidders who provide their email addresses during meetings and will be posted at <https://thurgoodmarshallacademy.org/about/employment-opportunities/>
- Bidders can inspect existing conditions as follows:
  - Dec. 19, 2023, 9 am
  - Dec. 27, 2023, 9 am
  - **Jan. 8, 2024, 10 am**
  - Location: **2427 Martin Luther King Jr. Ave. SE, Washington, DC, 20020** (limited parking on site **in Dec. 2023; no parking on-site Jan. 2024**)
  - Meeting contact: Building engineer

#### **Scope of Work**

##### ***General Provisions***

Thurgood Marshall Academy seeks bids in three areas, detailed below: controller modernization, annual preventative maintenance, and add-alternates. The school may award contracts to separate bidders for any of these elements, or may award some or all contracts to a single bidder. Proposals will be evaluated by the Chief Operating Officer in consultation with other school leaders based on cost, feasibility/lead-time, bidder qualifications, and overall suitability of proposals to school needs. A winning bidder's proposal will be part of the contract by reference.

For each element (controller modernization, PM contract, and each add alternate), please provide all of the following:

- Bidder qualifications
- Itemized price
- Total price (i.e., total controller cost; total annual PM cost; and total cost for each add alternate); prices must “stand alone” for each element, but bidder can describe available discounts; note that Thurgood Marshall Academy is a 501(c)(3) tax-exempt organization
- Installation schedule, including
  - Lead time from order to start of installation
  - Expected project duration (and period elevator out-of-service, if different)

- Note that the winning bidder commits to working (to the greatest extent feasible) with the school to schedule work during a period, such as a school break, when elevator downtime will have the least impact on occupants
- Contract or terms-and-conditions
- Exclusions or work that must be performed by other contractors (by way of example only, identify in the bid any job requirements for which the school would need to hire a third-party electrician or contractor to alter existing conditions in advance of modernizations by the bidder).
- Any other requirements or obstacles known to the bidder at the time of the bid.
- Winning bidders will need to provide Certificate of Insurance and a current form W-9.

### ***Scope of Work Specifications***

#### **1) Elevator Controller Modernization**

1. Replace controller with a digital 32 bit microprocessor-based controller
2. Replace Power Unit
3. Replace Door Operator
4. Replace stainless-steel car operating panel, hall fixtures and car riding lanterns with code compliant new units
5. Replace cable and hoistway wiring with new system capable of communicating with multiple devices through a single wire using advanced CAN-BUS technology
6. Include any items required to meet current code to pass inspection including but not limited to: all necessary revisions to the existing structure, finishes, and systems that work in sync with the elevator system, machine room, machine room and pit lighting, disconnects, emergency power operations, phone lines, fire alarm upgrades, etc.

#### **2) Preventative Maintenance Service**

In addition to the modernization proposal, provide pricing for annual preventive maintenance service contract. Include in the contract the following:

1. Frequency of preventive maintenance service and scope of work
2. List all covered components
3. Repair service on business days, Monday through Friday, between the hours of 8:00AM and 4:00PM at no additional cost
4. Annual No-Load Inspection and Pressure/Relief Valve Testing (not including 3rd party inspection fees)
5. Include providing access to hoistway for annual smoke and heat detector testing and inspection by others
6. Provide discounted hourly straight time, overtime, and double overtime rates for service outside of contract hours
7. Quarterly Billing at no additional cost
8. Provide four each 1-year renewal option pricing

### 3) Add Alternates (optional)

- Alternate #1—Upgrading and install the hall call buttons with stainless steel buttons
- Alternate #2—Piston & Cylinder Replacement—Provide pricing to provide a complete replacement of the hydraulic jack and cylinder system, complete with PVC casing or Jack-IT Sleeve
- Alternate #3—Install new cab Interior including vandal resistant stainless steel wall panels, ceiling, LED lighting, front and return cladding, handrails, and pads/hooks

### **Additional Requirement & General Information**

**General Conditions Statement & “Appendix II” Agreement:** By bidding, contractors agree to the General Conditions Statement found below. Please also sign the “Appendix II” that permits the school to allocate federal funds to the costs.

**Federal Funds & Non-debarment:** Thurgood Marshall Academy may cover all or part of the lease costs with federal funds. For bid purposes, assume 100% of bid cost (which is also budgeted cost) could be covered by federal funds. By submitting a bid, contractors affirm that they (and lessors/subcontractors, if any) are not an excluded party by or disbarred from doing business with or accepting funds from either the U.S. federal government or the government of the District of Columbia.

**RFP Amendments:** Amendments and extensions of the RFP—if any—will be published exclusively on the school website—[www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org) (with e-mail notice to bidders who have already submitted proposals including e-mail addresses).

**Contact:** To inquire about or protest this bid, contact **David Schlossman, 202-276-4722, [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org)**. Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at [www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org).

### **Deadline & Submission:**

- Bids/quotations should not exceed **10-pages (plus contract) and a 5 MB file-size limit**
- Email bids/quotations to [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org)
- Review of proposals will begin after **January 19, 2024** **January 12, 2024**
- **Questions & Answers posted on a Google Sheet—**
  - School will respond to questions received on or before Jan. 12, 2024.
  - URL: <https://docs.google.com/spreadsheets/d/18jFZsDk5RUrksX3AbfiFf4CQBFoMLEaPqZ3icBq2wo/edit?usp=sharing>

## A General Conditions Statement regarding Proposals

*The following general conditions apply to all RFPs issued by Thurgood Marshall Academy, whether published publicly or circulated only to invited bidders. The conditions also apply to any proposal made by a vendor to Thurgood Marshall Academy independent of an RFP process, whether provided “cold” by a vendor or requested by Thurgood Marshall Academy. By submitting any proposal of any kind, vendors agree to these conditions.*

Acceptance of a proposal neither commits Thurgood Marshall Academy to award a contract to any vendor, even if all requirements stated in the RFP are met, nor limits the school management’s rights to negotiate in Thurgood Marshall Academy’s best interests. School management reserves the right to contract with a vendor for reasons other than the lowest price. The pricing, terms, and conditions offered in any vendor’s response to any RFP must remain valid for 90 days from the date the proposal is delivered. Expenses incurred in the preparation of proposals in response to any RFP and any follow-up information provided is the vendor's sole responsibility. Except in cases in which the school has published an RFP or related information, any information contained in any RFP or released in relation to any RFP is confidential and may not be disclosed without the express written permission of Thurgood Marshall Academy. All RFPs and all information released by Thurgood Marshall Academy or its agents related to RFPs, whether published publicly or circulated by invitation, constitute the intellectual property of Thurgood Marshall Academy and may not be reproduced without express written permission. Only managers—generally the Executive Director—and Trustees may obligate the school to a contract.

### **Conflicts of Interest**

Vendor must disclose in proposal any potential conflicts of interest presented by the project, whether the potential conflict relates to a business or a personal relationship.

### **Confidentiality Not Guaranteed:**

While Thurgood Marshall Academy does not make a practice of sharing quotations, the organization cannot guarantee confidentiality.

- In particular, the school must provide all bids to its regulator, the DC Public Charter School Board, which could be required to make them public.
- Thurgood Marshall Academy will not sign any Non-Disclosure Agreements in relation to this bid or eventual orders.
- ***By submitting a bid, vendors agree that the bid is not confidential, including but not limited to bids submitted bearing the word “confidential.” By bidding, vendors release Thurgood Marshall Academy and the DC Public Charter School Board from any and all liabilities related to quotation or order confidentiality. This provision will survive the bid process and any eventual orders.***

**CBE Registration:** Registration as a DC Community Business Enterprise (“CBE”) is a “plus” except when funding sources prohibit a geographic preference.

### **Federal Funding Information & Requirements**

As Thurgood Marshall Academy may support the project with federal funds, bidders are informed of the following and must abide by applicable provisions.

- **Project Budget (for federal funding purposes):** The budget for the project will be determined based upon bids received and funds available. Thurgood Marshall Academy intends that up to 100% of the annual project cost could be financed with federal money. Thurgood Marshall

Academy has non-federal funds adequate to complete the project if federal funds do not cover costs.

- **Conformance with Laws:** It shall be the responsibility of the vendor to perform work under the contract in conformance with all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies. The vendor shall ensure compliance with the DC Office of the State Superintendent of Education (“OSSE”) and US Code of Federal Regulations (CFR) requirements. By bidding, vendors agree to comply with all *applicable* regulations, which may include, but are not limited to, the following:
  - Equal Opportunity Employment
  - 2 CFR 200 applicable regulations
  - Copeland “Anti-Kickback” regulations, if applicable
  - Contractor provisions of the DC School Safety Omnibus Act of 2018 (“SSOA”)
- **Appendix II of 2 CFR 200:** Bidders must execute as part of the contract Thurgood Marshall Academy’s contract appendix intended to comply with Appendix II of 2 CFR 200, which itemizes certain requirements of projects funded by federal funds—review the attached template, noting that many Appendix II requirements apply only to projects above a specific cost.
- **Small, Woman-owned, and Minority-owned Businesses** are preferred, although not required.
- **Non-debarment:** By submitting a bid, contractors affirm that they (and lessors/subcontractors, if any) are not an excluded party by or disbarred from doing business with or accepting funds from either the U.S. Federal government or the government of the District of Columbia. The vendor attests that neither the firm nor any individual principal of the firm is debarred as described above.
- The **Davis-Bacon Act** likely does *not* apply to this non-construction project. It is the vendor’s responsibility to make that determination, however, and if the scope requires labor covered by the Davis Bacon Act, then vendors and their subcontractors must comply with the wage and reporting requirements imposed by that Act, including but not limited to submitting to Thurgood Marshall Academy’s COO weekly certified payrolls records on the WH-347 form (or comparable documentation acceptable to Thurgood Marshall Academy and its funders).
- There is **no geographical preference** for this project (e.g., DC CBE does not apply).
- **LEED** standards and other construction provisions do not apply to this non-construction project.
- **Conflicts of Interest:** Any known relationship between the bidder or its subcontractors and employees, Board members, or agents of Thurgood Marshall Academy must be disclosed in detail in the bid.
- **Additional Vendors:** Thurgood Marshall Academy reserves the right to invite additional vendors to bid following the bid deadline.

**Non-debarment:** By submitting a bid, contractors affirm that they (and lessors/subcontractors, if any) are not an excluded party by or disbarred from doing business with or accepting funds from either the U.S. federal government or the government of the District of Columbia. The vendor attests that neither the firm nor any individual principal of the firm is debarred as described above.

**RFP Amendments:** Unless otherwise indicated, amendments and extensions of RFPs—if any—will be published exclusively on the school website— [www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org) (with e-mail notice to bidders who have already submitted proposals including e-mail addresses when possible).

**Contact:** For further information regarding any RFP contact Chief Operating Officer **David Schlossman**, [dschlossman@tmapchs.org](mailto:dschlossman@tmapchs.org). Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at [www.thurgoodmarshallacademy.org](http://www.thurgoodmarshallacademy.org).

## CONTRACT APPENDIX

### Compliance with Appendix II—2 CFR 200.326 Provisions

This Appendix is incorporated into the contract.

The contractor agrees to abide by all *applicable* requirements of Appendix II—2 CFR 200.326 (“Appendix II”). While sections below describe specific commitments by the contractor (and where applicable the client) to observe requirement under Appendix II, the language included in this appendix is not intended to be comprehensive; it is the contractor’s responsibility to follow all relevant laws and provisions of Appendix II, whether or not they are articulated in whole or part in this document.

The contractor agrees to inclusion in the contract of the following provisions that appear to apply to contracts under Appendix II.

<b>Area</b> <i>Threshold note</i>	<b>Requirement</b>
<b>Remedies Clause</b> <i>Contracts &gt; \$250K</i> <i>(Federal Simplified Acquisition Threshold)</i>	While nothing in this Appendix shall diminish or waive remedies specified in the contract, the remedies requirements specific to Appendix II of 2 CFR 200 do not apply unless the executed contract exceeds \$250,000. Should the contract exceed \$250,000, the contractor will negotiate in good faith remedies provisions compliant with Appendix II.
<b>Termination for Convenience</b> <i>Contracts &gt; \$10K</i>	The parties agree that the body of the contract contains a clause complying with Appendix II termination-for-convenience requirements.
<b>Equal Opportunity Employment</b> <i>Construction contracts at any amount</i>	The contractor agrees to follow all applicable Equal Opportunity Employment requirements, including those required by Appendix II.
<b>Davis-Bacon Act</b> <i>Construction contracts at any amount</i>	The body of the contract contains provisions requiring compliance with the Davis-Bacon Act.
<b>Copeland “Anti-Kickback” Act</b> <i>Construction contracts at any amount</i>	The contract and client agree to abide by the provisions of the Copeland Act.
<b>Hours &amp; Safety Standards</b> <i>Contracts applicable to mechanics or laborers &amp; &gt;\$100K</i>	The contractor must employ qualified mechanics and laborers, and must follow all applicable Hours & Safety Standards, including those required by Appendix II.

<p><b>Rights to Inventions</b>  <i>Contracts of any values entered into for the performance of experimental, development or research work</i></p>	<p><b><i>This clause applies only to contracts for the performance of experimental development or research work:</i></b>          If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, development, or research work under that “funding agreement,” the contractor acknowledges and will comply with Thurgood Marshall Academy’s work to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>
<p><b>Clean Air/Water</b>  <i>Contracts &gt; \$150K</i></p>	<p>The contractor agrees to follow applicable clean air/water standards as required by Appendix II.</p>
<p><b>Energy Efficiency</b>  <i>All contracts</i></p>	<p>The contractor will follow all mandatory standards and policies relating to energy efficiency which are contained in the state/District of Columbia energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).</p>
<p><b>Byrd Anti-Lobbying</b>  <i>Contracts &gt;\$100K</i></p>	<p>The contractor and the client agree to abide by Byrd Anti-Lobbying provisions as required under Appendix II.</p>
<p><b>Recovered Materials</b>  <i>All contracts;</i>  <i>Items where price &gt;\$10K</i></p>	<p>(1) In the performance of this contract, or any purchase where the price of the item exceeds \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—          (i) Competitively within a timeframe providing for compliance with the contract performance schedule;          (ii) Meeting contract performance requirements; or          (iii) At a reasonable price.          (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p>

<p><b>Other</b> <i>All contracts</i></p>	<p>(1) Contractor agrees to abide by and/or assist Thurgood Marshall Academy in abiding by any other regulation under Appendix II or Uniform Guidance 2 CFR 200.317-326 that applies to the circumstances of the contract.</p> <p>(2) Contractor agrees to abide by and/or assist Thurgood Marshall Academy in abiding by any other laws and regulations pertaining to the contract, including but not limited to those communicated by federal or District of Columbia agencies or grant monitors.</p>
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**For Thurgood Marshall Academy**

**For the Contractor**

Thurgood Marshall Academy

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Client

Company Name

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\_\_\_\_\_

Signature

Signature

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Printed Name & Title

Printed Name & Title

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Date

Date