

THURGOOD MARSHALL ACADEMY PUBLIC CHARTER HIGH SCHOOL

Request for Proposals

Unlimited Power Supply (UPS) and Generator

Extension #1—The bid deadline is extended to Friday, September 6, 2019.

Summary

Thurgood Marshall Academy—a nonprofit, college-preparatory, public charter school located in Southeast Washington, DC—seeks one or more contractors for backup power projects.

Vendors have the opportunity to bid on either or both of the following needs:

1. Uninterrupted Power Supplies for IT equipment—the school intends to rehabilitate and improve its power backup system.
2. Generator for emergency power—the school is exploring the costs and feasibility of also installing a generator for emergency power needs.

An optional site visit was held on ~~is scheduled for~~ Friday, August 23, 2019, at 2:00 pm—see Questions & Information near the end of this RFP for details.

Proposal Guidelines

Interested and qualified vendors should submit a proposal of **no more than 10 pages with a file-size less than 5 MB** including but not limited to the following:

- **Projects:** Indicate which among the two projects the vendors bids to undertake, and provide itemized costs and detailed descriptions for each separate element of the project.
- **Approach:** A detailed description of how the vendor will fulfill the Scope of Work described below.
- **Contract:** A draft contract including:
 - Fees, itemized and “all in” total cost (including but not limited to hardware, software, installation, permits, design costs, and all other one-time or recurring project costs). Note that Thurgood Marshall Academy is a 501(c)(3) tax-exempt organization.
 - Schedule: Vendors must provide lead-times and scheduling information. As lead time may be a competitive advantage, vendors must provide accurate estimates.
 - Warranty: Detail both vendor’s warranties and system warranties.
 - Maintenance (as applicable): Detail steps and general costs for system repair, technical support, preventative maintenance, and other upkeep.
 - Terms & Conditions
- **Qualifications:**
 - Bidders must demonstrate in their proposal that they are a highly qualified and experienced vendor for the specific project for which they bid.
 - Vendors must also describe the qualifications and experience of subcontractors, and the like (as applicable).

- Vendors will be responsible for background checks and other credentialing to ensure employees and subcontractors are appropriate workers in a school environment.
- Vendors must provide a certificate of liability insurance (COI) showing a minimum of \$1 million per-incident and \$3 million aggregate coverage, as well as details of workers compensation coverage. COI should be presented in the bid and proof of current insurance must be provided throughout the duration of the project.
- Contact information (name, address, email, and phone number) for the vendor, including the following:
 - Point of contact for the project
 - Point of contact for contract execution and business administration, if different
 - Vendor’s website
- Contact information (name, address, email, and phone number) of three references for similar projects. DC charter school references preferred but not required.

Bids will be evaluated by Thurgood Marshall Academy Chief Operating Officer in consultation with the school’s facilities advisors on the basis of price, qualifications, “value-added” of proposed solutions, and the degree to which the proposal meets the school’s backup power needs.

Scope of Work

Vendors can bid for one or both of the two projects described below. By bidding, vendors commit to all the details of the project bid as described below—this RFP and the proposal will become parts of the contract by reference.

Project 1—Unlimited Power Supplies

Provide and install Unlimited Power Supplies (UPS) for IT equipment as follows:

- Plug-in (not hard-wired)
- Minimum 30 minutes uninterrupted power per UPS
- Three (3) UPS for Server Room which features
 - 3 racks
 - total of 23 devices
 - total utilization of roughly 12,580 Watts.
- Five (5) UPS for five (5) IT Closets, each utilizing roughly 2000 Watts.
- When the equipment is evenly distributed across the power supplies, we seek for each to be below 50% utilization
- Each UPS should provide additional receptacles to support future growth.
- All additional receptacles must be on an available emergency panel.
- Confirm all emergency panels are functioning as an emergency for power loss.

- Verify/test the circuit panel locations to existing receptacles for all UPS and ensure power is available and is on the emergency panel. Re-route all the receptacles to the emergency panels as necessary.
- Dispose of two out-of-service UPS (Thurgood Marshall Academy IT consultant will indicate which UPS are out-of-service).

Project 2—Generator

As noted above, the school is exploring the feasibility of a generator and therefore encourages proposals for a cost effective means to provide a generator in combination with the UPS sought under project one.

The school encourages proposals for any of the following options:

Project 2--Option 1—Installation Only

Bidders can propose to install owner-provided generator:

- 20LP/17NG kw 120/208v 3-phase air cooled generator
- 100amp non service rated 120/208v 3 phase transfer switch

Owner will coordinate other contractors for piping, pad, and necessary wiring.

Project 2—Option 2—Additional Services

Bidders can propose to install generator and also provide additional services; if bidding these options provide itemized pricing for project elements in addition to generator installation, including but not limited to:

- Piping
- Generator/switch purchasing
- Generator pad
- Review and improvement of emergency wiring

Project 2—Generator—Option 3—Turnkey

Bidders can propose undertaking entire scope of generator project to provide “turnkey” backup power to owner, including but not limited to project design, purchasing, wiring, and installation of generator and switch.

Additional Requirements Related to Federal Funding:

- **Project Budget (for Federal funding purposes):** The total project budget for federal grant purposes is \$25,000. Thurgood Marshall Academy intends that 100% of the \$25,000 project cost will be financed with Federal money. Additional costs, however, will be financed with Federal funds if available and non-Federal funds if necessary (the specific amount and percentage of Federal funds used to finance any additional costs would depend on those costs). Thurgood Marshall Academy has non-Federal funds adequate to complete the project if Federal funds do not cover any additional costs.

- **Conformance with Laws:** It shall be the responsibility of the vendor to perform work under the contract in conformance with all 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. The project will be funded via Federal funds. By bidding, vendors agree to comply with all applicable regulations, including but not limited to the following:
 - Equal Opportunity Employment
 - Non-debarment for receipt of either federal or DC funds
 - 2 CRF 200 applicable regulations
 - Davis-Bacon Act
 - Copeland “Anti-Kickback” regulations
- **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.
- The **Davis-Bacon Act** applies to this project. 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).
- **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.
- There is **no geographical preference** for this project (e.g., DC CBE does not apply).
- The project may pursue **LEED** certification; the vendor shall design all new construction to qualify with existing LEED certification and 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.
- **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.
- **General Conditions:** By submitting a bid, vendor agrees to the attached statement of General Conditions regarding the RFP.

Questions & Information:

- **Optional Site-Visit: A bidders' conference ~~was~~ will be held on**
 - **Friday, August 23, 2019**
 - **2:00 pm**
 - **Thurgood Marshall Academy, 2427 Martin Luther King Jr. Ave., SE, Washington, DC 20020** (adjacent to the Anacostia Metro; parking available in unimproved field across from the school)
 - ~~RSVP to dschlossman@tmapchs.org requested by not mandatory.~~
 - **A Q&A from the conference and emails appears at the end of this document.**
- **Questions:** Please address questions concerning this RFP to **David Schlossman, dschlossman@tmapchs.org**; responses will be circulated to all bidders; the deadline for questions is 5:00 pm on Thursday, ~~September 5~~ **August 29**, 2019; to ensure fairness to all bidders, no questions or requests will be accepted by phone.
- **Amendments/changes (if any) to the RFP**, including but not limited to deadlines, will be posted at <https://thurgoodmarshallacademy.org/about/employment-opportunities/>
- **Protests** concerning the bid process or outcomes must be submitted in writing to dschlossman@tmapchs.org no later than ten days after the bid deadline.
- **Further information** about Thurgood Marshall Academy—including the school's nondiscrimination policy—may be found at www.thurgoodmarshallacademy.org.

Deadline & Submission

Submissions must respond to this full RFP. All submissions should be sent by email to **David Schlossman, dschlossman@tmapchs.org**, with a **10-page and a 5 MB file-size limit**. Review of bids begins **Friday, September 6, 2019** ~~August 30, 2019~~.

CONTRACT APPENDIX

Compliance with Appendix II—2 CFR 200.326 Provisions

This Appendix is incorporated into the contract.

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

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

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

<p>Rights to Inventions <i>Contracts of any values entered into for the performance of experimental, development or research work</i></p>	<p><i>This clause applies only to contracts for the performance of experimental development or research work:</i> If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, development, or research work under that “funding agreement,” the contractor acknowledges and will comply with Thurgood Marshall Academy’s work to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>
<p>Clean Air/Water <i>Contracts > \$150K</i></p>	<p>The contractor agrees to follow applicable clean air/water standards as required by Appendix II.</p>
<p>Energy Efficiency <i>All contracts</i></p>	<p>The contractor will follow all mandatory standards and policies relating to energy efficiency which are contained in the state/District of Columbia energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).</p>
<p>Byrd Anti-Lobbying <i>Contracts >\$100K</i></p>	<p>The contractor and the client agree to abide by Byrd Anti-Lobbying provisions as required under Appendix II.</p>

<p>Recovered Materials <i>All contracts;</i> <i>Items where price >\$10K</i></p>	<p>(1) In the performance of this contract, or any purchase where the price of the item exceeds \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired— (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, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p>
<p>Other <i>All contracts</i></p>	<p>(1) Contractor agrees to abide by and/or assist Thurgood Marshall Academy in abiding by any other regulation under Appendix II or Uniform Guidance 2 CFR 200.317-326 that applies to the circumstances of the contract. (2) Contractor agrees to abide by and/or assist Thurgood Marshall Academy in abiding by any other laws and regulations pertaining to the contract, including but not limited to those communicated by federal or District of Columbia agencies or grant monitors.</p>

For Thurgood Marshall Academy

For the Contractor

Thurgood Marshall Academy
Client

Company Name

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

A General Conditions Statement regarding Proposals

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

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

Conflicts of Interest

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

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

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

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

Contact: For further information regarding any RFP contact Chief Operating Officer David Schlossman, dschlossman@tmapchs.org, 202-276-4722. Further information about Thurgood Marshall Academy—including our nondiscrimination policy—may be found at www.thurgoodmarshallacademy.org.



Public Charter High School

Unlimited Power Supply & Generator RFP—Question Sets

Question Set 1—8/26/2019

This question responds to queries received via e-mail and at an 8/23/2019 bidder's conference for Thurgood Marshall Academy's 2019 Requests For Proposals for Unlimited Power Supplies (UPS) and a generator (if feasible).

1. **Can Thurgood Marshall Academy provide electrical drawings to bidders?**
Drawing available at the link below. Bidders must keep them strictly confidential and not circulate them beyond their company/proposed joint venture. Thurgood Marshall Academy was not provided with a complete electronic set of drawings following its 2005 gut-rehab, so some of the drawings are photos.
<https://www.dropbox.com/sh/vwdng44vlya7621/AABveJ474a6U9n7-c9gKzpNwa?dl=0>
2. **Can the school be flexible when considering bids regarding the percent-utilization by UPS in the server room, the number of UPS in the server room, or the number/size of UPS building-wide? The concern was that the 12.5kW load in the server room might exceed 50% utilization of three plug-in UPS.**
The school seeks the best solution to its needs. It will consider alternatives to the 3-UPS/50% utilization request, provided the bidders provide some means of comparison to other bids (e.g., itemized per unit costs) and meet all needs articulated in the RFP. Bidders who provide a cost-effective, comprehensive solution without the need for additional electrical work may, however, prove more competitive.
3. **Can the school explain further the scope item, “Verify/test the circuit panel locations to existing receptacles for all UPS and ensure power is available and is on the emergency panel.”?**
A) Whether a generator is installed now or in the future, Thurgood Marshall Academy expects the UPS and the critical components they power to run in a power outage if the emergency electrical panels have power. The school is unsure whether existing receptacles for UPS are tied into emergency panels or into general panels, and should circuits be added the school needs in-the-field confirmation that the new circuits tie into the emergency panels. Therefore, as part of this scope the school requires that the winning vendor test as-built condition to confirm that all receptacles powering UPS will be energized if power is provided to the emergency panels.
B) The school seeks via this project and the winning vendors existing-conditions survey assurance that all critical systems—including UPS, server-room AC, burglar alarm, fire alarm, security cameras, and access system—are connected through the emergency panel.
4. **Can the school provide more information about current devices connected to existing UPS in the server room.**
A survey is provided at the link.

END OF QUESTION SET #1