



**REQUEST FOR PROPOSAL (RFP)
FOR
ARCHITECTURAL DESIGN AND
CONSULTING SERVICES
AT
CREATIVE MINDS INTERNATIONAL
PUBLIC CHARTER SCHOOL
DUE 12:00 PM ON NOV. 27, 2019**

Overview of School

1. Creative Minds International Public Charter School (CMI) serves about 525 District of Columbia students from Pre-K through 8th grade. We are located in the historic Sherman building on the Armed Forces Retirement Home (AFRH) property (3700 N Capitol Street NW, Washington DC 20011).
2. CMI's mission is to offer early childhood, elementary, and middle school DC Public School students a highly engaging, rigorous, international, and inclusive education plan that provides them with the knowledge and skills required for successful participation in a global society through a project and arts-based international curriculum to foster creativity, self-motivation, social and emotional development, and academic excellence.

Intent and Definitions

1. The goal of this RFP is to solicit professional and competent architectural design and consulting services. CMI is seeking a firm to help design and provide consulting services to renovate ~6100 square feet of new space as well as upgrade select current spaces.
2. The term "CMI" refers to Creative Minds International Public Charter School.
3. The term "contractor", "consultant", "vendor", or "bidder" means the responsible bidder.
4. The term "successful contractor" or "successful bidder" refers to the bidder awarded the contract.

Scope of Work

1. General Overview – CMI is seeking a vendor to:
 - Assist with educational facility planning;
 - Design of 3–4 new classroom spaces (~6100 square feet) to support our continued growth;
 - Update existing bathrooms for student use;
 - Visualize a common area, where the exact use is TBD but should maximize benefit and flexibility;
 - Determine general improvements for the ground floor lobby and hallways to unify the look between new and existing space as they will be connected;
 - Design and define scope for general building improvements to enhance student learning, including but not limited to restoring boarded-up transoms to allow natural light into hallways, refurbishing historic wood doors, adding window and acoustical treatments to dampen sound reverberation, and enhancing building safety from a facilities perspective.
2. Project Timeline
 - Contract effective date mid- to late-December 2019;

- Initial drawings suitable for preliminary review by landlord and historic committee by mid- to late-January 2020;
 - Initial drawings suitable for general contractor or project manager RFP late January to early February 2020;
 - Approval from landlord and historic committee by late February to early March 2020;
 - Construction to begin in late March 2020;
 - Construction to be completed by July 31, 2020.
3. Visioning & Planning – CMI is seeking a vendor to:
- Review and understand existing facilities assessment reports and list of priorities;
 - Assist the construction manager by providing information needed for cost-estimation of all proposed scenarios;
 - Lead planning and programming meetings with administration and key building staff to refine the program and define the scope;
 - Help administration visualize potential of common space, including pros and cons of different design options;
 - Produce drawings and graphics necessary to convey the eventual referendum scope to the district and community at large;
 - Provide drawings and details to receive approval from the landlord and historic committee;
 - Assist in developing phase options, if necessary, to address priorities;
4. Conceptual Design – CMI is seeking a vendor to:
- Work with administration, staff, and key community stakeholders to develop a detailed design for potential additions;
 - Develop realistic perspective renderings illustrating the historic sensitivity of the potential addition designs. Assume four (4) exterior renderings (if applicable), one (1) interior rendering and (1) video fly- thru of the proposed spaces;
 - For any exterior modifications, show context of the existing building to illustrate the relationship of the new design to the existing building massing and architectural detailing;
 - Provide dedicated staff to develop a comprehensive referendum communications plan, guiding community information and engagement efforts;
 - Provide editorial support, as needed, regarding the development of content/strategy/key messaging of the project to stakeholders;
 - Provide ongoing consultation by phone/email to the administration;
 - Attend regularly scheduled core team meetings to provide feedback during the contract.
5. Architectural Design & Consulting – CMI is seeking a vendor to:
- Provide full services through building occupancy including architectural, mechanical, electrical, plumbing, civil, structural, landscape, acoustical design, and interior design. Other consultant services such as furniture selection, commissioning, or energy may be contracted separately or charged as a reimbursable based on the scope of the project;
 - Lead detailed programming and design meetings with administration and staff user groups during the course of the project design;
 - Facilitate regular meetings with core facilities team;

- Facilitate detailed programming and design review meetings with staff user groups at least once during Schematic Design, at least once during Design Development, and at least once during Construction Documentation;
- Attend board of trustee meetings to provide updates at the end of Schematic Design, Design Development, and Construction Documentation and answer questions of the board;
- Attend facilities meetings with landlord and historic committee to address concerns, and provide status updates;
- Work with the construction manager to generate drawings needed for technical review and budgeting throughout the course of the design. Budget drawings should be anticipated at the end of Schematic Design, Design Development, and midway through Construction Documentation.
- Utilize Building Information Modeling (BIM) software or similar and supply files in rvt format. Three-dimensional building reviews with administration, staff, construction manager and all key trades will be required to coordinate details;
- Assume sustainable design and construction practices will be utilized. No specific decisions have been made, but CMI wants to incorporate sustainable elements into the design that improve energy efficiency and provide short-term pay back;
- Assist CMI and construction manager during bidding and construction by providing complete Construction Administration services. These services include, but are not limited to, answering questions and issuing addendums as necessary, reviewing shop drawings, participating in construction meetings, observing and inspecting the work for conformance with the construction documents, and answering any questions or RFI's that may come up during the construction process;
- Assume bi-weekly site visits in the construction administration phase

Vendor Qualifications and Requirements

1. Qualifications

- Demonstrated educational expertise in particular innovative educational architectural design;
- Experience working with non-profits, especially charter schools;
- Proven track record of providing real results in a timely fashion.

2. Requirements

- Must be qualified to provide comprehensive educational facility planning;
- Be licensed to do business in the District of Columbia. The amount of the bid shall not exceed the license limit;
- Capable of providing qualified staff;
- Compliant with Omnibus Act of 2018, if applicable;
- Have sufficient liability insurance;
- Finalists may be asked to give an oral presentation prior to final selection and awarding of contract;
- Three references.

Bid Details and Submissions

1. Bids must include the following:

- Detailed proposal to realize the goals of this RFP;
- Detailed description of your approach and experience with design for historic building environments;
- Description of your approach for sustainability and energy efficiency as it relates to an education environment;
- Company background and primary contact information
- Organization chart showing how you will staff and organize this project for each phase. Indicate a designated lead and his/her involvement as well as how others would be involved. Include a resume/bio of each person;
- Overview of services provided;
- Timeline of work will be delivered;
- Clear pricing structure and payment schedule;
- Any exclusions should be clearly stated along with a proposed rate to add such exclusions. Note that additional administrative time, travel time to CMI, etc. are not billable expenses;
- 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 example of collaborations (maximum of three projects per firm);
- List of your Preschool- 8th grade education projects where you were the principle design firm in the past five years. Provide photos of three projects that are the most similar to this RFP scope;
- Three references for the three projects that are the most similar to this RFP scope;
- Whether your company is a small business, based in DC, or a Certified Business Enterprise;
- Proof of liability insurance;
- Proposal must be signed by an officer of the contractor who is legally authorized agent to enter into a contract.

2. Submissions:

- All questions should be submitted to Heather Hesslink at heather.hesslink@creativemindspcs.org.
- Walk-throughs will be scheduled upon request. Please email heather.hesslink@creativemindspcs.org to schedule.
- All bid proposals will be accepted until **12:00 PM on November 27, 2019**.
- Interested vendors will respond to the advertised Notice of RFP via email at heather.hesslink@creativemindspcs.org.
- Complete RFP details can be found at <https://www.creativemindspcs.org/requests-for-proposal>.
- Any proposal received after **12:01 PM on November 27, 2019** is deemed non-responsive and will not be considered.
- Proposals will not be accepted by oral communications, telephone, telegraphic transmission, or fax.
- All costs attributable to the preparation of a proposal or any presentation required to supplement or clarify the proposal are borne by the contractor.

- CMI will rank the proposals in terms of meeting the requirements of this RFP. Additional information may be sought from contractor during the evaluation period.
- All proposals will remain valid for a minimum period of 90 days subsequent to the RFP closing date.

Reservation of Rights

1. Any proposal not providing the required information or not conforming to the format specified in this RFP may be disqualified.
2. CMI reserves the right at its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to:
 - Accept or reject, in whole or in part, any or all proposals with or without cause;
 - Waive any irregularity or informality in the RFP process or any proposal;
 - Make corrections or amendments due to errors identified in proposals by CMI or the bidder;
 - Modify and/or amend the final contract in negotiation with the contractor;
 - Select one or more bidders to perform the services;
 - Only make renewals via written agreement between CMI and the vendor.

Document Interpretation

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

Hold Harmless Agreement

1. The successful bidder(s), its agents, employees (paid or volunteer), directors and/or assigns shall indemnify, hold harmless, and defend CMI, 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 bidder and its agents, employees (paid or volunteer), directors and/or assigns in the indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

Inspections

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

Pricing

1. 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 applicable.

2. All prices and methods of determining prices must be written ink or typed. Where unit pricing and extended pricing differ, unit pricing will prevail.

Invoice and Payments

1. The bidder(s) who is awarded the contract is required to send all invoices to invoice@creativemindspcs.anybill.com.
2. Invoices shall be provided within 30 days of providing goods and/or services to CMI or according to the terms in the executed contract.
3. CMI will pay invoices on net-30 days.
4. In the event that CMI is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, CMI may be required to perform substantial research which could result in delay of payment. CMI 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.
5. CMI is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, CMI will not be responsible for payment of the taxes. The bidder awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to CMI.
6. If CMI makes the payment within fourteen (14) days from receipt of the invoice, a three percent (3%) credit of the invoiced amount will be credited to the next invoice. There is no credit or penalty if this payment is not received in this window.

Transition

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

Warranties and Associations

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

Exceptions, Alternations, Additions, or Modifications

1. If any exceptions, alterations, additions, or modifications are submitted by the bidder to any portion of this RFP, the bidder 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 bidder of the RFP as proposed by CMI. CMI reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

Proposal Preparation Costs and Document Retention

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

Evaluation and Award

1. This RFP in no manner obligates CMI 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 CMI and may be terminated at any time prior to the signing of the contract. CMI may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful bidder(s).
2. If CMI is unable to agree to contract terms, CMI reserves the right to terminate contract negotiations with a bidder and initiate negotiations with another bidder. CMI reserves the right to select services and products from any number of bidders if in its sole discretion, it is in the best interest of CMI to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of CMI and such evaluation and determination of best value shall be solely at the discretion of CMI.
3. Purchase price is not the only criteria that will be used in the evaluation process. CMI will use the "Best Value" process in awarding the contract for this project. Additional factors include but not limited to:
 - Price
 - Experience, reputation, and expertise
 - Stability and financial responsibility
 - Quality and range of proposed goods and/or services
 - Quality of proposal to meet the objectives of this RFP and CMI's needs
 - Ability to provide goods and/or services in a reliable, expedient, and efficient manner
 - References
 - Company mission, DC based business, and minority-owned business

Non-performance by bidder/contractor

1. 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 CMI on the basis of nonperformance.
2. Nonperformance shall be determined as follows:
 - Failure to meet and maintain all qualifications required in this RFP.

- Failure to keep and maintain all required insurance coverage.
- Failure to meet required operating performance standards in the time period required and consistent with workmanlike and professional manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective."
- Failure to rectify deficiencies within thirty (30) days of written notification of such deficiency, or such shorter period of time as set forth in the Contract Documents.
- Failure to comply the Omnibus Act of 2018 (as applicable to the scope of work)

Licensing and Insurance

1. All bidders must supply evidence of appropriate licenses and certifications that apply to this contract and the ability to conduct business in Washington DC.
2. All bidders must provide evidence of insurance or insurability. Contractor shall maintain at its own expense throughout the life of this Agreement, the following insurance with insurers reasonably acceptable to CMI. The successful bidder must provide written notice to CMI at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any policies as evidenced by return receipt of United States certified mail.
 - Workers' Compensation Insurance in the greater sum of (1) the insurance currently maintained by the Contractor, (2) any amounts and scope required by statute or other governing law, or (3) the following: (i) bodily injury by accident - \$100,000 each accident; (ii) bodily injury by disease - \$500,000 policy limit; or bodily injury by disease - \$100,000 each employee.
 - Commercial General Liability Insurance on an occurrence basis in an amount equal to the greater of (1) the insurance currently maintained by the Contractor or (2) \$2,000,000 each occurrence; and such insurance shall include the following coverage; (i) completed operations coverage, (ii) contractual liability coverage, (iii) personal injury coverage, (iv) an endorsement naming CMI, as an additional insured, and (v) an endorsement providing that such insurance as is afforded under Contractor's policy is primary insurance in respect to the additional insureds. NOTE: The additional insured endorsement required herein shall be an ISO Form B (CG 2010 85) or equivalent.
 - Professional insurance (Errors and Omissions) in the same amount as the Commercial General Liability Insurance stated in (B)
2. No endorsement limiting or excluding a required coverage is permitted. In addition to securing the above insurance policies, Contractor shall also require all of its subcontractors to maintain the same types of insurance required of Contractor under this Contract, and, in connection with the subcontractors' commercial general liability insurance policies, Contractor shall also require its subcontractors to provide endorsements (i) naming CMI as an additional insured, and (ii) providing that such insurance as is afforded under the subcontractor's policy is primary insurance as it pertains to the additional insured.

3.

Contract Type

1. Any contract which results from this RFP shall run for a maximum of a three-year period with an exclusive option by CMI to renew on annual basis.

2. The contractual prices, terms and conditions are to remain in force during the transitional period.
3. The successful bidder, as determined by CMI, 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.
4. No bidder shall obtain any interest or right in any award until CMI has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.
5. The successful bidder may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from CMI.
6. The preferred contract type to be awarded is a fixed fee contract. However, if a bidder has reason to believe a better (more cost effective) method is practical, then the bidder is encouraged to offer that better pricing option as an alternative in its submitted proposal. CMI seeks the contract type that provides the best value over the long term.
7. Bidders are required to provide CMI with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

Conflict of Interest

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

Non-discrimination

1. The selected bidder(s) 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 any other prohibited basis.

Bid

Your signature attests:

- ***That you are authorized to sign on behalf of your organization;***
- ***Your proposal to provide the goods and/or services is in accordance to the published provisions of this Request for Proposal unless modifications or alterations are clearly noted in your proposal submission;***
- ***This submission of a response shall be prima facie evidence that your organization 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;

- ***Your company will comply with the Omnibus Act of 2018;***
- ***That your 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 CMI believes that collusion exists among the proposers. Proposals in which the prices are obviously unbalanced may be rejected.***

FULL NAME: (Please Print) _____

SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE NUMBER: _____

Please attach your detailed bid. It must include proof of licensing, liability insurance, workman compensation for contractor's employees, warranties, etc.