



**REQUEST FOR PROPOSAL (RFP)  
FOR  
PLAYGROUND MAINTENANCE  
SERVICES  
AT  
CREATIVE MINDS INTERNATIONAL  
PUBLIC CHARTER SCHOOL  
DUE 12:00 PM ON MAY 12, 2023**

I.

## Overview of School

1. Creative Minds International Public Charter School (CMI) serves about 525 District of Columbia students from Pre-K through 8<sup>th</sup> 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 cultivate within ALL of our students the mindset, skills, creativity, and commitment to equity essential in becoming globally aware and independently minded citizens.

## Intent and Definitions

1. This RFP aims to solicit high-quality maintenance plan to maintain the natural playspace.
2. The term "CMI" refers to Creative Minds International Public Charter School.
3. The term "contractor", "consultant" or "bidder" means the responsible bidder.
4. The term "successful contractor" or "successful bidder" refers to the bidder awarded the contract.
5. The term "contracted employee(s)", "contracted staff", or "contracted personnel" refer to staff, agents, or employees of the successful bidder.
6. The term Quality Assurance (QA)" means a robust program to ensure accountability that the contract is executed as per the details of this RFP, executed contract, and addendums.
7. The term playspace refers to the play area

## Timeline of the RFP

1. Publication of the RFP: April 28, 2023
2. Interested vendor walk through: May 3, 2023
3. Proposal due date: May 12, 2023
4. Notification of award: July 1, 2023
5. Contract effective date: August 1, 2023

## Vendor Qualifications and Requirements

1. As general guidelines, vendor will:
  - Be license and bonded for landscaping, playground equipment maintenance or similar field
  - Implement and maintain a robust quality assurance (QA) and communication program;
  - Verify that all contracted personnel are familiar and comply with CMI's rules regarding appropriate behavior of persons established to create a safe

- environment. As reasonably requested by the successful bidder, CMI will assist the contractor with compliance of any and all applicable policies;
- Work proactively with CMI to devise an acceptable resolution if the conduct of a contracted employee violates CMI's policies and expectations. Resolution may include removal of the employee temporarily or permanently;
  - Immediately remove and not allow any contracted employee to work as part of this contract upon receiving written notification from CMI remove a contracted employee by name due to deficiencies in performance or professionalism. (Note that email is considered written notification.);
  - Adhere to the DC School Safety Omnibus Amendment Act of 2018 (<https://osse.dc.gov/page/school-safety-omnibus-amendment-act-2018-ssoaa>) and vet all contracted personnel are in compliance prior to dispatching to CMI;
  - Only bill for work performed. Administrative time and travel are not billable expenses.
  - Provide detailed invoices with services provided denoted;
  - Provide a written quote prior to executing work beyond the scope of this contract (special project). Quotes for special projects will be inclusive of all materials and labor;
  - Ensure that all contracted staff that are dispatched meet the following criteria:
    - Are compliant with the Omnibus Act of 2018
    - Remain free of alcohol and other drugs while on CMI's premises or working with CMI students;
    - Not subcontract any services unless written pre-approval is provided by CMI;
    - Ensure safety of all individuals at CMI while performing services;
  - Report all health and safety issues (e.g., positive COVID-19 diagnosis) within 24 hours to CMI primary point of contact;
  - Be solely responsible for the salaries, payroll, taxes, benefits, fees, insurance, and other charges of contracted personnel as required by any federal, state, or local law or regulation (e.g., unemployment taxes, Social Security contributions, worker's compensation premiums, etc.);

## Scope of Work

1. Provide a long-term maintenance program to maintain the outdoor playspace. At a minimum, this will include:
  - Inspection of equipment three times per year (August, October, and March/April)
  - Refresh the wood chips three times a year (August, October, and March/April)
  - Maintain weeds three times a year (August, October, and March/April)
  - Refresh sand and flagstone once a year (August)
  - Repair equipment as necessary
2. Replacement of equipment:
  - All equipment must be replaced with in-kind design and similar materials (due to the historic nature of the space)
  - Replacements should improve inclusion of all

- Deviations from current design must undergo historic review (SHPPPO), which is a long process that may not be approved
3. Quality Assurance (QA) and Communication Plan
- Vendor will implement and execute a QA plan that at a minimum addresses the following:
    - All work is conducted safely following OSHE standards
    - All work is conducted in a timely manner
    - All provided materials are suitable and safe for children and normal activities (i.e., clean materials, free from heavy metals, pests, and other contaminants). If recycled or reused materials are provided, they must be certified as safe for children.
    - Supervise contracted staff to ensure performance and professional standards are maintained
    - Execute a clear communication plan with CMI primary point of contact to disseminate information about performance progress, staff changes (short-term and permanent), issues or deficiencies, and general performance toward meeting tasks as outlined in this RFP
    - Shares vendor's SOPs with CMI primary point of contact
    - Have a clear policy to resolve issues efficiently

## Bid Details and Submissions

1. Basic Requirements
  - Be licensed to do business in the District of Columbia. The amount of the bid shall not exceed the license limit;
  - Capable of providing highly-qualified tutors;
  - Compliant with Omnibus Act of 2018;
  - Have sufficient insurance coverage;
  - Three references
2. Bid Details
  - Submit a detailed proposal to realize the goals of this RFP.
  - The bid must include:
    - Clear pricing that delineates labor from materials
    - Description of plan for replacement and repairs that are outside the scope of the long-term maintenance plan
    - Plan to communicate and share documentation with CMI
  - Portion addressing budget must include:
    - Pricing must separate labor from materials
    - Clearly denotes any exclusions to the RFP
  - Portion addressing Quality Assurance (QA) and Communications must include:
    - Documentation indicating origin of materials (e.g., where woodchips are sourced)
    - Safety compliance and recordkeeping (i.e., Safety Plan)
    - Communication method with primary site supervisor and POC at the school, etc.
  - Portion addressing exclusions and additional services must include:

- If applicable, a description of any additional services or provisions that will be provided at cost by the bidder above the minimum standards outlined in this RFP
  - 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
  - Organization chart of the company/staffing model
  - Whether your company is a small business, based in DC, or a Certified Business Enterprise;
  - Three references;
  - Three examples of previous projects
  - Proof of liability insurance.
  - Proposal must be signed by an officer of the contractor who is legally authorized agent to enter into a contract.
3. Submissions:
- All questions should be submitted to Heather Hesslink at [heather.hesslink@creativemindspcs.org](mailto:heather.hesslink@creativemindspcs.org).
  - All bid proposals will be accepted until **12:00 PM on May 12, 2023**.
  - Interested vendors will respond to the advertised Notice of RFP via email at [heather.hesslink@creativemindspcs.org](mailto: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 May 12, 2023** 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.
2. The vendor will comply with all applicable federal, state, and local laws, rules, ordinances, policies, regulations, licensing, and permitting requirements, and will indemnify, defend, and hold CMI harmless from any liability for failure to comply.

## 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.

## Invoice and Payments

1. The bidder(s) who is awarded the contract is required to send all invoices to [invoice@creativemindspcs.anybill.com](mailto: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. 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.
5. 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. Additional factors include:
  - Experience

- Safety plan
  - Function
  - Quality of proposal
  - Proposed plan for services and timeline
  - References
  - Company mission, DC based business, and minority-owned business
4. CMI reserves the right to award the contract to one or more of the bidders at its sole discretion.

#### 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.

#### 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. 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.

#### Conflict of Interest

1. The prospective 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 organization is not listed on the US Excluded Parties List (<https://sam.gov/SAM/>);*
- *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.*

SIGNED: \_\_\_\_\_

TITLE: FULL NAME: (Please Print) \_\_\_\_\_

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.