



## **TIMES<sup>2</sup> Academy RFP for Construction Project**

### **1. Introduction**

TIMES<sup>2</sup> (the “School”) is seeking proposals from qualified companies, firms, and/or organization to provide the School with design/build construction services.

This Request for Proposals (“RFP”) does not commit the School to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The School reserves the right to cancel in part or in its entirety this RFP. All requirements must be addressed in your proposal. Additional information about services offered that the respondent believes may be of benefit may be included. Respondents are encouraged to reference the website ([times2.org](http://times2.org)) for additional information regarding the RFP.

### **2. Response Format**

Interested parties are invited to submit one (1) original signed proposal, four (4) separate printed copies, and one (1) digital copy on CD/DVD or flash drive. The proposal shall be made in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than July 1, 2021 at 12:00 p.m. to the following address:

TIMES<sup>2</sup> Academy  
ATTN: Deborah Bergeron  
50 Fillmore Street  
Providence, Rhode Island 02908

### **3. Requests for Information**

Questions and requests for clarification related to this RFP should be submitted in writing to [dbergeron@times2.org](mailto:dbergeron@times2.org) no later than June 28, 2021. The School will provide written responses to questions submitted from all respondents via the School website located at [times2.org](http://times2.org) no later than June 29, 2021. Responses will also be sent by email to all respondents. Accordingly, please do not include trade secrets or other private information in the questions as the questions are not confidential.

#### **4. Background**

Times<sup>2</sup> Academy is a public district charter school based in Providence, RI serving students in Kindergarten through 12<sup>th</sup> grade. Times<sup>2</sup> Academy is the only K-12 STEM school in Rhode Island. The School is looking to engage a partner in design/build construction services for the project of converting its Engineering Lab into two separate classrooms.

The School's environment consists of approximately 75 teachers and staff and approximately 735 students. The respondent's primary involvement would be to collaborate with the School's Business Manager to ensure optimal project results while remaining in compliance with federal, state, and local regulations.

#### **5. Scope of Work**

The School is seeking highly qualified/experienced design/build construction services for the purpose of converting its Engineering Lab into two separate classrooms. The respondent's duties will include but are not limited to the following:

- a. Responsibilities
  - 1) Vertical extension of the half-wall to the deck above
  - 2) Short partition to create the second classroom
  - 3) Two wood doors and hardware
  - 4) Minor rework of the fire protection, HVAC, and electrical systems

#### **6. Contents for Proposals**

Proposals must be clear, concise, complete, well organized and demonstrate both respondent's qualifications and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits, is important in the proposal.

The proposal shall be organized in the format listed below and shall be limited to no more than 20 printed pages (excluding attachments and appendices). Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with the School requirements.

- a. Respondent Company/Firm/Organization Information
  - 1) Provide full company name and primary address.
  - 2) What year was the company established?
  - 3) How many people are employed by the company?
  - 4) Approximately how many people would be involved in supporting the School? Describe, in general, their roles.
  - 5) Provide an approximate travel time and distance that an onsite visit to the School would require.

- 6) Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the School.
- 7) Provide 3 customer references. Preferably customers with a similar profile as the School (an educational institution or non-profit)

b. Billing

- 1) Provide an overview for the pricing structure and an example of a typical monthly invoice based on the proposal. Describe the rationale to arrive at a total cost.
- 2) Provide the term for which listed pricing is valid. Indicate any anticipated price increases for a term up to 3 years. Do typical contract terms detail limits on price increases?
- 3) Is travel for onsite work billable and at what rate?
- 4) Are there components of the costs that are variable per month or subject to surcharge?
- 5) How does the proposal factor in possible differences in workload between during the school year and summer?

c. Service Delivery

- 1) Provide an overview and description of services provided that will meet the criteria laid out.
- 2) Describe your expected implementation plan/timeline for transitioning onto your services.
- 3) Is support available outside of normal business hours? Outline any possible differences for accessing support during off-hours.
- 4) Describe the equipment procurement process. Which party is responsible for ordering and billing? Is your process able to take advantage of tax exempt and education discounts?
- 5) How is deploying new equipment handled?
- 6) Briefly outline the typical problem resolution workflow. Is there a focus on having school staff available during problem resolution, or will the respondent's staff be able to work independently?

## **7. Proposal Evaluation and Award of Contract**

The School shall evaluate proposals and award a contract in accordance with applicable laws. Respondent proposals must be fully responsive to all requirements stated in the RFP to be considered. Any proposal not prepared and submitted in accordance with the provisions outlined herein may not be considered. The School will award a contract to the most responsive bidder offering the greatest promise, best references, highest previous performances standards, and desired quality of services for the price, in accordance with the below review criteria.

The School will evaluate each proposal submitted and may accept any proposal deemed to be in the best overall interests of the school. The School reserves the right to reject any or all proposals or any portion thereof, waive any informality or technicality in any proposal received, and/or re-issue an invitation for proposals.

### **Review Criteria:**

- a. Respondent's understanding of tasks and approach to the scope of work (25 points);
- b. Work plan, including developed plan of activities with responsibilities designated and potential obstacles and problem-solving approach (25 points);
- c. Respondent's experience, work products, and quality of key personnel, including experience providing facilities management services to similar customers and ability of team members (including resumes/curriculum vitae) to provide services timely and effectively (25 points); and
- d. Cost, including hourly rates, estimates, and overall cost (25 points).

## **8. Payment**

The School will make every effort to process payment for services within a reasonable period of time after receipt of services and a correct notice of amount due unless a good faith dispute exists as to any obligation to pay all or a portion of the amount. Any respondent's offer that requires payment in less than thirty (30) calendar days will not be considered.

## **9. Independent Contractor**

The relationship of the selected bidder with the School under any resulting contract shall be that of an independent contractor. Nothing in this RFP or any resulting contract shall be construed to designate the selected bidder, or any of its employees or subcontractors, as employees, agents, joint ventures, or partners of the School.

## **10. Insurance**

Prior to any contract execution, the respondent will maintain in full force at all times Workers' Compensation insurance for all labor employed on the project that meets all applicable laws. Evidence of such Worker's Compensation coverage must be provided to

the School, including a valid, currently dated Certificate of Insurance that is satisfactory to the School. The respondent will assure that any subcontractors it employs maintain the required Workers' Compensation insurance.

The respondent will maintain in full force at all times during this engagement professional liability insurance coverage of at least \$1M per occurrence and will provide evidence of same to the School. The respondent will maintain in full force at all times during this engagement general liability insurance in the minimum amount of \$1M per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence and \$1M in the general aggregate. In addition, general liability insurance shall include fire damage in the amount of \$1M, medical expenses in the amount of \$1M, products and completed operations in the amount of \$1M. The respondent shall name the School as an additional insured to its general liability policy. Within 10 days of the contract execution, the respondent will provide a copy of its professional liability and general liability insurance policies to the School upon request.

### **11. Conflicts of Interest**

By submitting a response to this RFP, the respondent certifies that no officer, agent or employee of the School has a financial interest in the proposal or has participated in contract negotiations on the part of the respondent. The respondent shall submit its proposal in good faith without fraud, collusion, or connection of any kind with any other company for the same call for proposals. The respondent is competing solely in his/her/its own behalf without connection with, or obligation to, any undisclosed person or company/firm/organization. Further, no person or company/firm/organization who is listed as a subcontractor shall be eligible to become a qualified respondent in this solicitation.

### **12. Indemnification**

To the fullest extent permitted by law, the respondent shall indemnify and hold harmless the School, the School's directors, officers, members, managers, consultants, agents, and employees, the company and its subcontractors, and any other contractors employed by the School, from and against all claims, losses, damages, liabilities, including reasonable attorneys' fees, costs, and expenses, for bodily injury, sickness, or death, and property damage (other than to the work itself), that may arise from the performance of or the failure to perform its services under this agreement, but only to the extent caused by the negligent acts or omissions of the company, and/or its subcontractors, consultants or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.