



# TIMES<sup>2</sup> Academy RFP for Water Bottle Filling Stations

## 1. Introduction

TIMES<sup>2</sup> (the “School”) is seeking proposals from qualified contractors to provide and install water bottle filling stations at its facility located at 50 Fillmore Street in Providence, Rhode Island. This document provides additional information that will allow your company to further understand the scope of lifespans expectations and develop a proposal in the format identified within this document.

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 this RFP in part or in its entirety. All requirements must be addressed in your proposal. Additional information may be included about services offered that the respondent believes may be of benefit. Respondents are encouraged to reference the website ([times2.org](http://times2.org)) for additional information regarding the RFP.

**Site visits are strongly encouraged and should be scheduled with Facilities Manager before bid is submitted.**

## 2. 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.

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 Facilities Manager to ensure optimal project results while remaining in compliance with federal, state, and local regulations.

## 3. Response Format

Interested parties are invited to submit one (1) original, signed proposal and four (4) separate printed copies. 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 **April 26, 2022, at 12:00 p.m.** to the following address:

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

## 4. 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) and [dschoonmaker@times2.org](mailto:dschoonmaker@times2.org) no later than April 21, 2022. 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 April 21, 2022. 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.

## 5. General Requirements

### Security:

1. All facilities must remain and be left securely locked.
2. No entrance doors will be propped open.

### Personnel:

1. Only authorized employees of the vendor are allowed in facilities at any time.
2. All such employees must be working while at the School.
3. No children will be allowed to accompany employees.
4. Contractor must be able to provide proof that personnel meet all Federal and State Labor Laws and Requirements.
5. A minimum of one (1) worker on site must be able to communicate in English and must be able to read messages in English.
6. In accordance with Rhode Island General Law, Chapter 11-37.3, all schools are to be considered Child Safe Zones. This law prohibits the employment of any person who is or is required to register as a sex offender in Rhode Island or any other jurisdiction whose victim is a minor. All Awarded contractors will be required to certify that they comply with this law in their hiring practice.

### Damage:

1. Contractor will be responsible for any damage done to the School, and any school and personal belongings within the School by contractor's personnel, or subcontractors engaged with by awarded contractor. Any such damage will be repaired by the contractor at its' expense and to the satisfaction of School personnel.

### Work Schedule:

1. A specific work schedule must be agreed upon and adhered to. Any changes or alterations to agreed upon schedule must be cleared first with School personnel.

### Equal Opportunity:

1. Contractor, and any subcontractors engaged with by awarded contractor shall abide by the requirements of CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals based on disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
2. Contractor, and any subcontractors engaged with by awarded contractor **shall abide by the requirements** of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
3. Pursuant to EO 13665, federal contractors and subcontractors must refrain from discharging, or otherwise discriminating against, employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees or applicants.

## 6. Scope of Work

The School is seeking highly qualified/experienced contractor to provide and install water bottle filling stations. This will include removing existing water fountains. Contractor must provide tools, and all other equipment necessary for performance and completion of the scope of work. The respondent's duties will include but are not limited to the following:

### a. Responsibilities

*Contractor is responsible for all applicable permits and ensuring that the items are installed in compliance with applicable city & state building & fire code as well as ADA compliance and all other applicable code.*

#### a. Middle/High School Water Fountains

- i. Remove in a neat and concise manner & dispose of three (3) existing bi-level water fountains on 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> floors of Middle/High School building.
- ii. Make any and all necessary modifications to Install three (3) LVRRCGRNTL8WSK, or substantially similar, Elkay ezH2O Bottle Filling Station, & Bi-Level High Efficiency Vandal-Resistant Cooler, Filtered Refrigerated Stainless. *If proposed item differs from above, please provide specifications.*
- iii. Perform any and all retrofitting, construction, plumbing and electrical needs
- iv. Repair any imperfections that remain visible from previous water fountain or from installation of new water fountains.

#### b. Gymnasium Water Fountains:

- i. Remove in a neat and concise manner & dispose of (2) two existing recessed cuspidors and (2) two existing recessed water fountains
- ii. Make any and all necessary modifications to install (2) two LZWS-SFGRN8K, or substantially similar, Elkay ezH2O Bottle Filling Station & SwirlFlo Single Fountain, High Efficiency Filtered Refrigerated Stainless. *If proposed item differs from above, please provide specifications.*
- iii. Perform any and all retrofitting, construction, plumbing and electrical needs
- iv. Repair any imperfections that remain visible from previous water fountain or from installation of new water fountains.

#### c. Elementary Water Fountains:

- i. Remove in a neat and concise manner & dispose of (8) eight existing recessed water fountains on 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors of Elementary School Building.
- ii. Make any and all necessary modifications to install (8) eight LZWS-LRPBM8K, or substantially similar, Elkay ezH2O Bottle Filling Station with Integral SwirlFlo Fountain, Refrigerated Filtered Refrigerated Stainless. *If proposed item differs from above, please provide specifications*
- iii. Perform any and all retrofitting, construction, plumbing and electrical needs
- iv. Repair any imperfections that remain visible from previous water fountain or from installation of new water fountains.

## 7. Contents for Proposals

Proposals must be clear, concise, complete, well organized and demonstrate both respondent's qualifications and its ability to follow instructions. Include any literature that will enable the School to thoroughly evaluate your proposal. The quality of answers, not length of responses or visual exhibits, is important in the proposal.

Your proposal will become the property of the School. The contents of this RFP, all vendor proposals resulting from agreement, as well as vendor discount structures, rebates, and pricing or price enhancements will remain confidential between the School and the selected vendor.

The proposal shall be organized in the format listed below. 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) Approximately how many people would be involved in supporting the School & performing the services as outlined in this RFP? Describe, in general, their roles.
- 3) 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.
- 4) Provide 3 customer references. Preferably customers with a similar profile as the School (an educational institution or non-profit)
- 5) An outline of pricing, payment terms and a sample contract
- 6) A timeline and project schedule
- 7) A certificate of insurance

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?

## **8. 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).

## **9. Failure to Perform:**

If Contractor is awarded a contract and cannot perform the scope of work as described in this RFP, Contractor shall use its best efforts to assist the School in developing a project plan for completion. If the school is not satisfied with the proposed resolution, the contractor may be removed from the project.

## **10. 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.

## **11. 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.

## **12. Insurance**

Prior to any contract execution, the respondent will always maintain in full force 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.

## **13. 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.

## 14. 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.

Vendor Name: \_\_\_\_\_  
Vendor Contact Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**EXHIBIT A - RFP RESPONSE**

Company Name:	
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Primary Address:	

No. of Staff Involved in performing the services as outlined in this RFP?	
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Identify the roles of each staff member involved


Has your company had any past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the School?	YES:	
	NO:	
If yes, please provide details		

Provide 3 Customer References ( <i>Preferably customers with a similar profile as the School (an educational institution or non-profit)</i> )	

Payment Terms ( <i>Any respondent's offer that requires payment in less than thirty (30) calendar days will not be considered.</i> )	NET	
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**EXHIBIT B - RFP PRICE FORM**

Pricing Below Valid Through	
Indicate any anticipated price increases for a term of up to 3 years	
Do typical contract terms detail limits on price increases?	
Is travel for onsite work billable? If so, at what rate?	
Are there components of the costs that are variable per month or subject to surcharge?	
How does the proposal factor in possible differences in workload between during the school year and summer?	

**MATERIAL(S), ITEMS, & SUPPLIES**

Item & Description	Qty.	Price Per	Total Price
<i>Example Only....Water Fountain &amp; Filling Station</i>	3	\$100.00	\$300.00
<i>Example Only....Additional materials &amp; supplies</i>	1	\$50.00	\$50.00

**LABOR**

Job Title	Hours	Rate	Total Price
<i>Example only.....Plumber</i>	3	\$100.00	\$300.00

<b>Total Price Labor &amp; Materials/Items/Supplies</b>	
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**EXHIBIT C- TIMELINE & PROJECT SCHEDULE**

Provide a timeline and project schedule:	
Provide an overview and description of services provided that will meet the criteria laid out	
Describe your expected implementation plan/timeline for transitioning onto or performing your services.	
Is support available outside of normal business hours? Outline any possible differences for accessing support during off-hours.	
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?	
How is deploying new equipment handled?	
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?	

**EXHIBIT D - SAMPLE CONTRACT**

*Include a Sample contract in your response to this RFP*

**EXHIBIT E - CERTIFICATE OF INSURANCE**

*Include a valid certificate of insurance*

**EXHIBIT E**

*Include any specifications or literature that will allow the School to evaluate your RFP response(s)*