

# **REQUEST FOR PROPOSALS**

Item Description: Fire Rated Window Shades for Doors in Providence Public Schools

Procurement/MinuteTraq #: 48356

**Date to be opened:** 3/10/2025

**Issuing Department**: Department of Public Property

#### **QUESTIONS**

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - o Email: purchasing@providenceri.gov
    - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - o Email: gdiaz@providenceri.gov
    - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
  - o Name: Elise Marquez
  - o Title: Project Manager
  - o RFI Submission at this link: https://wkf.ms/40T9Pp1

#### **Pre-bid Conference**

There is no pre-bid conference scheduled for this item.

#### **Question Deadline**

Questions are due March 3, 2025



#### INSTRUCTIONS FOR SUBMISSION

## **Meeting Date: 3/10/2025**

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

\*\*<u>PLEASE NOTE</u>: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is <u>NOT</u> requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



#### **BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <a href="http://www.providenceri.gov/purchasing/how-to-submit-a-bid/">http://www.providenceri.gov/purchasing/how-to-submit-a-bid/</a>

The bid package MUST include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 11-112) or on:
   <a href="https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</a>
- \*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.
  - Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
  - Financial Assurance, if requested (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



#### **NOTICE TO VENDORS**

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
- 2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's Open Meetings Portal.
- 9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 10. In case of error in the extension of prices quoted, the unit price will govern.
- 11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
- 12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 13. A certificate of insurance will normally be required of a successful vendor.
- 14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (<u>RIGL Sec. 37-13-1 et seq.</u>)
- 15. No goods should be delivered, or work started without a Purchase Order.
- 16. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



#### **BID TERMS**

1.	and mu this	Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance <b>must accompany</b> a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.				
	a)	A certified check for <u>\$</u> must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.				
	b)	A bid bond in the amount of <u>100</u> per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.				
	c)	A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.				
	d)	☐ No financial assurance is necessary for this item.				
2.		wards will be made within <b>nighty (90) days of bid opening</b> . All bid prices will be considered firm, less qualified otherwise. Requests for price increases will not be honored.				
3.		ilure to deliver within the time quoted or failure to meet specifications may result in default in				

# strikes, lockouts, accidents, and Acts of God. The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.

accordance with the general specifications. It is agreed that deliveries and/or completion are subject to

- 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
- 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



## **BID FORM 1: Bidders Blank**

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected. Contracts exceeding twelve months must specify annual costs for each year.
- 4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
- 5. All bids MUST BE SIGNED IN INK.

Name of Bidder (Firm or Individual):	
Contact Name:	
Business Address:	
Business Phone #:	
Contact Email Address:	
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state other than Rhode	
<i>Island</i> , list name and contact information for a local agent	
for service of process that is located within Rhode Island	
Delivery Date (if applicable):	
Name of Surety Company (if applicable):	
Total Amount in Writing*:	
Total Amount in Figures*:	
*If you are submitting a unit price bid, please insert "Unit Price Bid"	
Use additional pages if necessary for additional bidding details.	
	Signature of Representation
	Title



## **BID FORM 2: Certification of Bidder**

(Non-Discrimination/Hiring)

Up	on behalf of	(Firm or Individual Bidding),
I,		(Name of Person Making Certification),
bei	ing its	(Title or "Self"), hereby certify that:
1. 2.	orientation and/or religion in its business	
۷.	laws, rules and regulations.	in compliance with all applicable federal, state and local
I af	ffirm by signing below that I am duly author	ized on behalf of Bidder, on
this	sday of	20
		Signature of Representation
		Printed Nam



## **BID FORM 3: Certificate Regarding Public Records**

Upon	behalf of	(Firm or Individual Bidding),
I,		(Name of Person Making Certification),
being	its	(Title or "Self"), hereby certify an
unders	standing that:	
1. 2.	(RFQ's), documents contained wi record upon receipt by the City Cl and Supply (BOCS) meeting.	equests for Proposals (RFP's) and Requests for Qualification in, and the details outlined on those documents become public k's office and opening at the corresponding Board of Contract issuing department for this RFP/RFQ have made a conscious
2.	effort to request that sensitive/pers	nal information be submitted directly to the issuing rification of specific details is critical the evaluation of a
3.		ntion may be crucial to evaluating bids. Failure to provide cation, or an inability to appropriately evaluate bids.
4.	If sensitive information that has no defined supplemental information submitted to the City Clerk, the C	been requested is enclosed or if a bidder opts to enclose the rior to the issuing department's request in the bidding packet of Providence has no obligation to redact those details and information becoming public record.
5.	The City of Providence observes a the bidding packet may not be sub-	public and transparent bidding process. Information required in itted directly to the issuing department at the discretion of the mation, such as pricing terms, from becoming public. Bidders
I affir	m by signing below that I am duly a	horized on behalf of Bidder, on
this	day of	20
		Signature of Representation

Printed Name



## **BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per <u>R.I.G.L.</u> § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name	e of the person making this affidavit:	
	on in the "Business"	
Name	e of Entity	
Addre	ess:	
Phone	e number:	
The n	umber of persons or entities in your entity that ar	re required to report under Sec. 2128.1 (e):
Read	the following paragraph and answer one of th	e options:
are no	ot in writing within the 12 month period preceding	bid submission with the City of Providence, or with respect to the contracts that g the date of notification that the contract has reached the \$100,000 threshold, dar year to (please list all persons or entities required under Sec. 2128.1 (e)).
a. N	Members of the Providence City Council? ☐ Yes If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	S □ No  Contribution Amount(s):
b. (	Candidates for election or reelection to the Provide If Yes, please complete the following: Recipient(s) of the Contribution:	ence City Council?   Yes   No
	Contribution Date(s):	Contribution Amount(s):



c.	<ul> <li>The Mayor of Providence? ☐ Yes ☐ No</li> <li>If Yes, please complete the following: Recipient(s) of the Contribution:</li> </ul>		
	Contribution Date(s):	Contribution Amount(s):	
d.	Candidates for election or reelection to the off  If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	fice of Mayor of Providence? ☐ Yes  Contribution Amount(s):	□ No
	Signed under the pains and penalties of p	erjury.	
	Position		



## MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:						
Bidder's Address:						
Point of Contact:						
Telephone:						
Email:						
Procurement #:						
Project Name:						
including a description Please note that all ME time of bid. The MBE instructions and requir  Nonprofit or Construction provide upda	r Woman ith the ly).  Ints between erformed an ors/supplie be found here items to identify su	n the prime contractor of the percentage of the result of the percentage of the result of the percentage of the complete the restance of the contractors prior	the work as subnoy the Office of I City's MBE/WE tof this form.	□Neither MBE nor WI  BE/WBE subcontractors nitted to the prime contractiversity, Equity and Operate page for details of the on (e.g. Design Build) a	and suppliers, actor/vendor. portunity at the program (e.g.	
Name of Subcontracto						
Type of RI Certification	on:	□MBE	□WBE		□Neither	
Address:						
Point of Contact:						
Telephone:						
Email:						
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP Total Contract Value (\$):			Subcontract		Participation	
Antiginated Data of De	reformana.		Value (\$):		Rate (%):	
Anticipated Date of Performance:  I certify under penalty of perjury that the forgoing statements are true and correct.						
Prime Contractor/Vendor Signature  Title  Date						
Time Contractor/ve	muor signature			1 1118		Date
Subcontractor/Suppl			Title		Date	

\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.



#### **MBE/WBE Waiver Request Form**

Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at <a href="mailto:mbe-wbe@providenceri.gov">gdiaz@providenceri.gov</a>, for review **prior to bid submission.** This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder:		Contact Email and Phone		
Company Name, Address:		 Trade		
Project /Item Description (as seen	on RFP):			
		WBE companies you contacted, the ny could not participate on this pro	ne name of the primary individual with	
MBE/WBE Company Name	Individual's Name		Why did you choose not to work with this company?	
waiver of % MBE/WBE	(20% minus the value of 1	Box F on the Subcontractor Disclo	f the total bid value. I am requesting a sure Form). If an opportunity is ffort will be made to select MBE/WB	
Signature of Prime Contractor / or Duly Authorized Representativ		d Name	Date Signed	
Signature of City of Providence MBE/WBE Outreach Director / or Duly Authorized Representativ	MBE/	d Name of City of Providence WBE Outreach Director	Date Signed	



## **BID PACKAGE SPECIFICATIONS**

#### Overview

The City of Providence invites qualified vendors to submit a proposal for the furnishing and installation of fire rated window shades for interior door and windows in various public school locations. The installation of fire rated window shades will be a critical step to address glass and privacy on doors in the school environment.

## Scope of Work

The following scope of work is intended to provide a generalized summary of the necessary task to furnish and install fire rated window shades on windows and doors in multiple public schools located in Providence, Rhode Island.

#### General

- The acquisition of any applicable permits and associated costs to obtain said permits will be the responsibility of the Contractor.
- Contractor shall carefully examine the specifications and sites to obtain first-hand knowledge and verify requirements and existing conditions.
- The Contractor must examine the existing area to determine all final field measurements.
- All materials and equipment necessary to execute the completion of this project must be supplied by the Contractor. Use of the City and School tool and equipment will not be permitted.
- Contractor shall be responsible for all receiving, uncrating, assembly and installation of all materials on site in addition to the removal of all debris and packing material.

#### **Shade Specifications**

- The types of shades (Interior) and coverings intended for this project are:
  - o Mecho UrbanShade Manual & Motorized Shade System
  - Inpro CF300 SoloMount Cordless shade
  - o School Safety Solution Hideaway Helper Lockdown shade (varying sizes)
- When responding to this request as a cost proposal, contractors must provide written unit pricing for each product and installation fees.
- Refer to Attachments #1, 2 & 3.

#### **Installation**

- The Contractor shall take precautionary measures to protect all classrooms and areas where work will be performed.
- The successful Contractor shall remove existing shades at the start of the project.
- Contractor must install all hardware required to ensure a safe and fully functional system.
- Shades and accessories must be mounted in accordance with the manufacturers' requirements.
- Shades that are to be installed over door visions and sidelights must be installed so as not to cause safety concerns for exiting rooms.



## **Proposed Schedule**

The timeline for the selection process is presented below. Complete responses must be received by Monday March 10, 2025, at 2:15 pm and sent to the City Clerk (25 Dorrance Street Providence, RI 02903 Room 311). No faxed or electronic submissions will be accepted. Upon awarding the bid, the City would plan to commence work by March 2025. Any changes will be posted via an addendum to the City of Providence Purchasing Department official website: https://www.providenceri.gov/purchasing/openrfpsummary/ . Respondents are responsible for checking the website for any scheduled changes.

<u>Events</u>	<u>Date</u>
Request for Proposals Issued	Monday February 10, 2025
Question deadline	Monday March 3, 2025, by 2 PM
Final response to questions (via public addendum)- No later than	Thursday March 6, 2025, by 2 PM
Bids Due	Monday March 10, 2025, by 2:15 PM

Work has to be substantially complete on or before June 30, 2025

#### **Evaluation Criteria**

#### Selection/Evaluation Criteria

In addition to cost, proposals shall be evaluated on the following criteria and point system:

- · Demonstrated experience in the type of work required.
- Professional background, experience, and expertise of the principals and staff of the Bidder. Record of Bidder in accomplishing work on other similar projects in required timeframe.
- Quality of work performed previously by the Bidder for the Providence Public School Department, if any.
- References provided by the Bidder will be reviewed and evaluated.
- Possible Personal Interview. If required, in a presentation interview, the proposed Bidder will provide specific plans for completion of the project. Information and results from existing projects may be used to illustrate the proposed plan.
- High degree of qualifications and experience on similar projects.
- Thorough knowledge of applicable Rhode Island construction laws, City of Providence local codes and all other pertinent laws, codes and regulations related to successful completion of the project.



- Experience with similar school building projects that include fast track school renovations, occupied buildings, and suitable school projects that may relate to this project.
- Successful track record of working with architects, contractors, subcontractors, consultants, school officials, municipal officials, state officials, and committee members on behalf of the Owner in providing relevant information and facilitating decisions and actions of the various participants with the goal of advancing the progress of the Project on a timely basis.
- Ability to commit the resources necessary to complete the services outlined in this RFP and the ability to sustain that commitment for the entire duration of the project.
  - A. Primary Firm Workload and Size (Maximum 20 points)
  - B. Primary Qualifications (Maximum 20 points)
  - C. Other Considerations (Maximum 10 points)
  - D. Overall Team Experience (Maximum 20 points)
  - E. Bid price (Maximum 30 points)

## Proposal Acceptance/Rejection

The City of Providence reserves the right to reject any or all proposals. The City reserves the right to negotiate with any vendor if such an action is deemed to be in the best interest of the City.



## **Acknowledgment of Addendum Form**

RFP # 48356

Fire Rated Shades for Windows and Doors in Providence Public Schools

The bidder has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Dated	Acknowledgment	Initial
Addendum No.	Dated	Acknowledgment	Initial
Addendum No.	Dated	Acknowledgment	Initial
Addendum No.	Dated	Acknowledgment	Initial

Bidders must acknowledge any issued addenda. Submittals that fail to acknowledge the offeror's receipt of any addendum would result in the rejection of the submittal if the addendum contained information that substantively changes the Owner's requirements.



## SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

#### You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



#### CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the

Revised: 4/29/2023



# **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

# **UrbanShade®**

A Compact, Versatile, Manual or Motorized Shade System

UrbanShade is a cost-effective commercial solution especially geared for single-banded shades. It is easily installed with its compact design and providing unmatched flexibility to manage daylight.

Available In a single shade or double shade configuration with either manual or motorized lift options,
UrbanShade lets you design a shading solution that is perfectly suited to meet the demands of your next project.



## Compact, Versatile Design

Engineered to provide flexible design configurations, UrbanShade has a small form factor that reduces impact on punched windows and pocket-constrained curtain walls.

## Field Upgradable

UrbanShade can be converted from a manual to a motorized system, in the field, by merely replacing the control head. The best part: re-configuring does not require a new fabric band.

## **Easy Installation**

Innovative universal mounting brackets allow shades to be mounted to the wall, window jamb, or ceiling. An available prefabricated cassette option can make installation easy by leveling and attaching to the window.

#### Features

- Heavy-duty steel support brackets with ultra-durable composite housing.
- Interchangeable left- and right-drive brackets.
- SnapLoc® spline Easy shade cloth removal and maintenance.
- · WCMA child safety compliant.

- · Optional motorized controls:
- wireless RTS switch, remotes and automation
- hardwired low-voltage, automated solutions
- dry-contact switch
- Integration via MechoNet
- 10-year warranty on hardware, 5-year warranty on motors, batteries, and controls

## Available with a Wireless, Embedded Battery Motor!

No wiring for installers, minimal maintenance for users. UrbanShade with embedded battery motor is easy to install and flexible to control!

#### Embedded Battery Motor Features:

- · Wireless Utilizing RTS protocol.
- · Quiet operation.
- · Built-in, rechargeable lithium-ion battery.
- · Improved, redesigned motorhead.
- Removable charging cable (sold separately).
- · 2 Nm lifting capacity.
- · Adjustable speed control.
- · ESD immunity.
- · Simple voice control using Amazon Alexa or Google Assistant.



mechoshade.com/UrbanShade



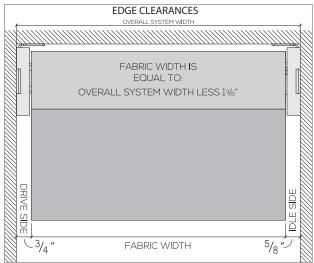
(718) 729-2020 mechoshade.com

## CF300 SoloMount® Cordless Shade

#### **Technical Data**



# CEILING/JAMB MOUNT WALL MOUNT 3/16" 3/16" 3/16" WALL MOUNT CAN EXTEND 3/16" Q33/14" MAX RUD OPTIONAL FASCIA‡ FASCIA‡ OPTIONAL FASCIA‡



#### **FEATURES AND BENEFITS**

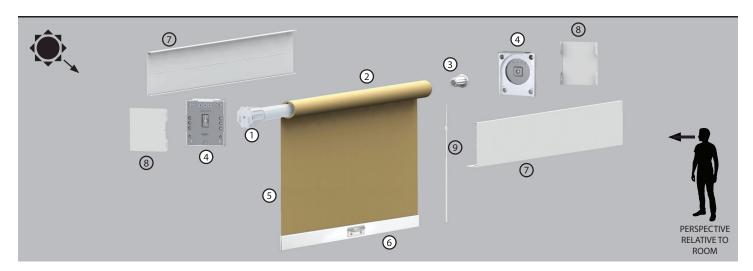
- Featuring our proprietary, all-in-one SoloMount® Brackets: Ceiling, Wall or Jamb mount capable allowing easy, on-the-fly adjustments. Mounting flange is extendable for Wall Mount applications.
- Available with Front Fascia, Rear Fascia, or Both, SoloMount® is designed to accept fascia at the time of order or any point in the future.
- Lightweight, balanced spring tension for optimal shade positioning with the touch of a finger.
- Metal to metal contact points on Idle side of the shade ensure a sturdy and reliable connection to the bracket.
- Handle and optional extendable operating wand for tall or hard to reach shades.
- WT Shades are available with our WT Shade fabrics, or Mermet® and Phifer® fabrics. Visit WTShade.com to view fabric options, and other options and accessories, including Regular or Reverse Roll and various Hembar styles.
- Construction Documents for this system and others available at WTShade.com.
- Third party certified to meet WCMA Best for Kids Program Eligibility.

IPC.3492/Rev3



## CF300 SoloMount® Cordless Shade

## **Technical Data**



	#	ITEM	ADDITIONAL INFORMATION	COLOR OPTIONS
	1	SPRING	Up to 12lbs lifting capacity.	White (-10)
	2	ROLLER TUBE	1.5" or 2" Diameter.	n/a
NENTS	3	IDLER	Retractable. Will be color coordinated based on fabric color.*	White (-10) Black (-90)
STANDARD COMPONENTS	4	BRACKETS	Ceiling/Jamb(C) or Wall(W) Mounted. Drive Left(L) for regular roll, Drive Right(R) for reverse roll. Will be color coordinated based on fabric color.*	White (-10) Black (-90)
STAN	5	FABRIC	See fabric selection for all available options.	Visit WTShade.com
	6	HEMBAR	External hembar with clear handle.	Visit WTShade.com
	7	4.5" FASCIA	Available for Front & Rear application for Regular or Reverse Roll.	White(-10) Black(-90) Ivory(-04) Silver(-20) Bronze(-50)
AL	8	END CAPS		White(-10) Black(-90) Ivory(-04) Silver(-20) Bronze(-50)
OPTIONAL	9	EXTENDABLE OPERATING WAND	Extends reach by 27" - 77"	White (-10)
	N/A	LIGHT BLOCKING ACCESSORIES	(Not shown) Side channel, Sill channel, or Light stop angle	Visit WTShade.com
	N/A	WALL MOUNT ANGLE	(Not Shown) Required for Wall Mount applications with Rear Fascia. Size: 4¾" x 4¾" x 1¼"	

		MIN.	MAX.	MAX.
SERIES	MAX. RUD	SHADE	SHADE	SHADE
		WIDTH	WIDTH	HEIGHT
CF300	3¾"	17"	120"	144"

System Capabilities are for guideline purposes only based on WT 243 fabric and do not guarantee that a shade with any fabric can be made to these dimensions. Width and length may vary depending on selected shade fabric. Visit WTShade.com or contact Customer Service to verify system capabilities based on project specific selections.





<sup>\*</sup> See Color Coordination Guide for more information.



Hideaway Helper in rolled up position

Hideaway Helper unrolled



**Product Link:** 

## Features of the Hideaway Helper

- Standard and Custom sizes available to fit all windows
- High Quality, Blackout Fabric
- Quick Deployment
- Fire Retardant
- Easy Installation
  - -No Hardware
  - -No Drilling
- Made in the USA

https://www.schoolsafetysolution.com/products/lockdown-window-shade?srsltid=AfmBOop7tUAdKzELHOQxBZex50vOcCD-ny1k8pKem5cyQYGFUc-GAt4\_

#### **Providing safety solutions for:**

SCHOOLS, COLLEGES, UNIVERSITIES / NON-PROFIT ORGANIZATIONS
OFFICE AND GOVERNMENT BUILDINGS / MEDICAL FACILITIES

