



STATE OF RHODE ISLAND

JUDICIAL PURCHASING OFFICE
670 NEW LONDON AVENUE
CRANSTON, RHODE ISLAND 02920
TELEPHONE: 401-275-6527 FACSIMILE: 401-275-6530

BID SOLICITATION INFORMATION

DATE: 7/8/2022	RFP/LOI#: B2022024	Pre-Bid/Proposal Conference: No
Project Name: Courtroom Audio Transcription Services		Pre-Bid attendance mandatory: No
Opening Time and Date: 10:00 a.m., August 4, 2022		Pre-Bid Time and Date: N/A
Place: Purchasing Office, Room 1006 670 New London Avenue Cranston, RI 02920		Provision of Sample with Bid: Yes

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Judicial Purchasing Rules & Regulations and General Terms & Conditions of Purchase which are available for inspection at <http://www.courts.ri.gov/PublicResources/purchasingrules/PDFs/Purchasing-Rules-Reg.pdf>.

This solicitation is for the provision of internet-based transcription services for the audio recordings taken of daily judicial proceedings in the Rhode Island District Court and Rhode Island Traffic Tribunal. Specific bid solicitation information begins on page 3 of this document.

Proposals must be mailed or hand-delivered in a sealed envelope marked with the above RFP/LOI# and Project Name to:

Rhode Island Traffic Tribunal
Judicial Purchasing, Room 1006
670 New London Avenue, Cranston RI, 02920

The Administrative Office of State Courts (the "AOSC") reserves the right to award a contract pursuant to this RFP on the basis of cost alone, to accept or reject any or all bids, and to act in the best interest including, but not limited to, directly negotiating with any Vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially nonresponsive at any point in the evaluation process will be rejected and not considered further. The AOSC may, at the AOSC's sole option, elect to require presentations(s) by bidders in consideration for an award.

Questions concerning this solicitation may be e-mailed to the Supreme Court Purchasing Office at purchasing@courts.ri.gov no later than July 21, 2022 at 12:00 p.m. Please reference the RFP/LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an Addendum to this bid solicitation.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

This is a Request for Proposals (RFP), not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price. There will be no public reading of the bids at the opening, only an announcement of vendors that bid. A bid tabulation will be posted on the Rhode Island Judiciary's Purchasing page.

INSTRUCTIONS AND NOTIFICATIONS TO BIDDERS

- Potential bidders are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described herein may result in rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the bidder. The AOSC assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date and may not be withdrawn except with the express written permission of the Judicial Purchasing Committee.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other Judiciary locations or which are otherwise not received by the Judicial Purchasing Office by the time of opening, for any cause, will be deemed late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Judicial Purchasing Office.
- An award made pursuant to this RFP will be to a prime contractor who will assume responsibility for all aspects of the work. Joint venture, cooperative proposals, and subcontracts will not be permitted or considered.
- Bidders are advised that all materials submitted to the AOSC for consideration in response to this RFP shall be considered to be public records as defined in Title 38, Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

BID/RFP SPECIFICATION SHEET

Pursuant to Article X ("Methods of Source Selection") of the Judicial Purchasing Rules & Regulations, attached are the bid/request for proposal specifications for the following project.

Project Name: Courtroom Audio Transcription Services

Project Number: B2022024

Prepared by: Carla M. Ciccone — Purchasing Agent

Contents:

- 1.0** Overview
- 2.0** Scope of Work
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Appendix A Bureau of Criminal Identification (BCI) Authorization Form

Appendix B Rhode Island Judiciary General Terms & Conditions of Purchase

1.0 Overview

The Administrative Office of State Courts (the AOSC) is seeking a vendor (the Vendor) to provide internet-based transcription services for audio recordings taken of the daily judicial proceedings held in the Rhode Island District Court and Rhode Island Traffic Tribunal.

Minimum audio transcription specifications are set forth in **Section 2.0(A) – Audio Transcription Service Minimum Requirements**, below.

2.0 Scope of Work

A. Audio Transcription Service Minimum Requirements

The selected Vendor must be able to provide an internet-based transcription service product exhibiting the following minimum capabilities:

- A secure online ordering and payment portal for end users that is accessible through the Judiciary's website, www.courts.ri.gov, via hosting or links.
- Transcript cost charged at a per-page rate, with no reduction for partially-filled pages.
- The ability to order certified transcripts with selectable turnaround timeframes of (a) one (1) to five (5) business days, (b) six (6) to ten (10) business days, and (c) eleven (11) to twenty (20) business days (**In no event shall it take more than twenty (20) business days to obtain a transcript, including large volume orders of ten (10) or more transcripts at a time**).
 - For the purposes of this RFP, business days are considered Monday through Friday, 8:30 a.m. to 4:00 p.m.
 - Saturdays, Sundays, State holidays for State employees, and any official day off granted by the Governor are not considered business days.
 - The selected Vendor shall reduce the delivery fee for lateness, according to the following schedule:
 - 1-2 days late - 90% of fee payable
 - 3-4 days late - 75% of fee payable
 - 5-6 days late - 50% of fee payable
 - 7-9 days late - 25% of fee payable
 - 10 of more days late - 10% of fee payable
- Deliverable transcripts in the following formats:
 - full-size transcript (14 point font, 1.5 line spacing, 1" left margin/0.75' top and bottom margins/ 0.5' right margin, justified text);

- condensed transcript with keyword index; and
- emailed transcript as a PDF, or SFTP.
- Translations, when necessary, meeting ISO 17100 certification.
- The ability to search through past and pending orders in a centralized manner.
- Transcripts that are ninety-five percent (95%) error-free or better (**The end user must have the right to return any transcripts that do not meet this standard and have the Vendor correct the transcript at no additional charge. Any transcripts that are retyped to correct errors must be returned to the end user within twenty-four (24) hours from the time of notification**).

All transcripts must contain a verbatim record of the words spoken at the court proceeding at issue. They must identify all speakers by name, when possible. Inaudible portions of the recording shall be marked as "(unintelligible)" in the transcript. Words, names, locations, and/or phrases where the spelling or accuracy is questionable shall otherwise appear in parentheses. Regardless of the particular format in which they are produced, all transcripts must contain, to the greatest extent possible, a title page, numbered pages (i.e. every line of a page must be numbered), a contents page, a list of participants, and an alphabetical index.

All bidders **must** indicate in his or her bid the rate or rates he or she will charge to users to provide transcripts meeting these minimum requirements.

****Bids will not be accepted from any interested bidder who fails to provide the rate or rates he or she will charge users with his or her bid****

In addition, the selected Vendor must agree to preserve the confidential nature of all proceedings transcribed, and/or of the records, discussions, and interactions witnessed, viewed, or accessed during the proceedings. The selected Vendor shall not sell, use, disclose or otherwise disseminate in any way any such materials or information to any third party or entity for any reason whatsoever without the express prior written consent of the AOSC., including, but not limited to, subcontracting and/or outsourcing transcription and/or translation work to any third party. Failure to abide by this requirement shall result in the immediate termination of a contract awarded pursuant to this RFP and may result in the institution of legal proceedings against the selected Vendor.

****The AOSC makes no representation of minimum or maximum amounts of transcripts that may be generated resulting from a contract awarded pursuant to this RFP****

B. Provision of Transcript Sample

Each interested bidder will be given a digital audio file recorded using a courtroom recording platform to transcribe as a sample for consideration. This sample transcript **must** be included with the interested bidder's bid.

****Bids will not be accepted from any interested bidder who fails to provide the required sample audio transcript with his or her bid****

C. Implementation

The AOSC intends to implement audio transcription services on a rolling basis. Upon award, the selected Vendor and the AOSC shall jointly develop an implementation schedule for introducing the Vendor's transcription product in the various courtrooms.

3.0 Acknowledgment of Risk and Hold Harmless Agreement

In addition to the indemnity provisions in the General Terms & Conditions of Purchase and to the fullest extent permitted by law, the selected Vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, directors, attorneys, insurers, and/or affiliates ("Releasors") agree to release, waive, discharge, and covenant not to sue the AOSC, its officers, agents, servants, and/or employees ("Releasees") from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, expenses (including, without limitation, all legal fees, expenses, interest, and penalties) or injury (including death), of any type, kind, or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors' use of or presence in and/or on judicial property. The Releasors agree to defend, indemnify, and hold harmless the Releasees from: (a) any and all claims, loss, liability, damages, and/or costs by any person, firm, corporation, or other entity claiming by, through, or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement (including any court costs and attorney's fees) that may incur due to Releasors' use of or presence in and on judicial property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, or parties, which relate to or arise out of Releasors' use of or presence in and on judicial property.

The Releasors acknowledge the risks that may be involved, and hazards connected with use of or presence in and/or on judicial property but elect to provide services under a contract with the AOSC with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors are not covered by Releasees' insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the AOSC and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the AOSC shall not be limited by the insurance required under the General Terms & Conditions of Purchase.

4.0 Additional Insurance Requirements

In addition to the insurance provisions in the General Terms & Conditions of Purchase, the liability insurance coverage required for performance of a contract with the AOSC, except for Professional Liability, Errors and Omissions, or Workers' Compensation insurance, shall include the AOSC, its divisions, officers, and employees as Additional Insureds, but only with respect to the selected Vendor's activities under the contract.

The insurance required through a policy or endorsement shall include:

Carla Ciccone
Purchasing Agent
Rhode Island Supreme Court

- a. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the AOSC; and
- b. a provision that the selected Vendor's insurance coverage shall be primary with respect to any insurance, self-insurance, or self-retention maintained by the State on behalf of the AOSC, and that any insurance, self-insurance, or self-retention maintained by the State on behalf of the AOSC shall be in excess of the selected Vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits, or non-renewal without thirty (30) days written notice from the selected Vendor or its insurer(s) to the Judicial Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the Judiciary.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Judiciary. The selected Vendor shall pay for all deductibles, self-insured retentions, and/or self-insurance included hereunder.

The Judicial Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

5.0 Security

During this contract, security measures will be in place at all court locations. The Vendor, its officers, agents, servants, and employees shall comply with all security measures in place at each courthouse location, including processing through metal detectors, background checks, and signing the vendor log book at each courthouse upon entry. The Vendor is responsible to inquire with the AOSC's Director of Security as to what security measures apply to the services to be provided under a contract awarded pursuant to this RFP and to advise the Vendor's officers, agents, servants, and employees accordingly. There will be **no** exceptions.

Upon award, the Vendor shall provide the AOSC's Director of Security with complete, notarized BCI Authorization and Disclaimer forms (**Appendix A**) for all of the Vendor's officers, agents, servants, and/or employees who may provide services under a contract awarded pursuant to this RFP ("Personnel"). The forms must be accompanied by copies of a valid driver's license and any other personal identifying information requested by the AOSC, such as date of birth and/or social security number. All Personnel must be cleared by the AOSC's Director of Security **before** any services under a contract awarded pursuant to this RFP may be performed. Personnel who are not on the list shall not, under any circumstances, be sent to perform such services. The Vendor is responsible to immediately inform the AOSC's Director of Security of

any personnel changes.

Courthouse deliveries are only permitted between the hours of 10:00 a.m. and 2:00 p.m., Monday through Friday, unless other arrangements are made in advance. Packages will be inspected upon delivery.

No parking will be provided to the Vendor by the AOSC, except limited temporary parking for the delivery and pick up of supplies.

6.0 Proposal Content and Organization

Pricing must be indicated on the Bid Form in **Section 9.0** and **must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal."** Only one pricing proposal needs to be submitted. All Bid Forms must be signed.

If applicable, the Bid Form must specify the amount of the percentage (%) over the Vendor's cost of materials (cost of materials + percentage markup = AOSC cost) that will be extended to the AOSC.

****Vendors are not permitted to use a reference from the Rhode Island Judiciary.**

Vendors must also include an overview of the company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and any other information relevant to this RFP.

Four (4) copies of your proposal must be submitted at the time of submission.

Proposals must be in the following format:

- Bid Form;
- Company overview; and
- All licensing, certification, and permits as required in the **Scope of Work**, if any.

Submission of a proposal is acknowledgement and acceptance of the Judicial Purchasing Rules & Regulations and General Terms & Conditions of Purchase which can be found on the Judiciary's website:

<http://www.courts.ri.gov/PublicResources/purchasingrules/PDFs/Purchasing-Rules-Reg.pdf>.

7.0 Evaluation Criteria

The AOSC reserves the right to award a contract pursuant to this RFP on the basis of cost alone, to accept or reject any or all proposals, and to otherwise act in the AOSC's best interest including, but not limited to, directly negotiating with any Vendor who submits a proposal in response to this solicitation and to award a contract for these services based upon the results of those negotiations alone.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The AOSC may elect to require presentations(s) by Vendors in consideration for an award.

Proposals will be evaluated in two (2) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this solicitation.
2. The second phase is an in-depth analysis and review based on the criteria below and the associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Price	35%
Experience	25%
Qualifications	25%
Quality of Sample	15%

8.0 Miscellaneous

The payment and performance of any obligations under this contract are subject to the availability of funds.

When visiting any judicial location, the awarded Vendor, its officers, agents, servants, and employees must comply with all COVID-19 related protocols, procedures, and safety measures put into place by the Judiciary's Department of Facilities, Operations, and Security, as well as all applicable rules and regulations enacted by the Governor and/or the Department of Health, including, but not limited to, wearing masks, washing hands, and practicing social distancing. Remote work may be utilized as a substitute for in-person meetings where applicable. More specific arrangements may be made following contract award.

9.0 Bid Form

Project: B2022024 – Courtroom Audio Transcription Services

Date: _____ Submitted By: _____

Address: _____

Telephone: _____ Email: _____

Will any of the work contained in this bid be outsourced? ___Yes ___No

If yes, please explain: _____

General Information

Have you or your firm been subject to suspension, debarment or criminal conviction by the AOSC, the Judiciary, the State of Rhode Island, or any other jurisdiction? ___Yes ___No

Has the AOSC, the Judiciary and/or the State of Rhode Island ever terminated contracts with your firm for cause? ___Yes ___No

Has your firm ever withdrawn from a contract with the AOSC, the Judiciary and/or the State of Rhode Island during its performance? ___Yes ___No

Have you or your firm been involved in litigation against the AOSC, the Judiciary and/or the State of Rhode Island? ___Yes ___No

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the AOSC, the Judiciary and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

Is your company bonded? ___Yes ___No

Please describe the nature and extent of all insurance coverage:

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

Please list at least four (4) companies (other than the Judiciary) with whom you have contracted to provide similar services:

<p>Reference #1</p> <p>Company Name: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>Contract Dates: _____ to _____</p> <hr/>
<p>Reference #2</p> <p>Company Name: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>Contract Dates: _____ to _____</p> <hr/>
<p>Reference #3</p> <p>Company Name: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>Contract Dates: _____ to _____</p> <hr/>
<p>Reference #4</p> <p>Company Name: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>Contract Dates: _____ to _____</p>



Did you remember to:	Initial Here
Place the pricing proposal in a separate sealed envelope marked "Pricing Proposal"?	
Prepare four (4) separate copies of your bid response (NOT including the Pricing Proposal) for submission?	

Pricing Sheet

Pricing must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal."

Only one pricing proposal needs to be submitted.

Having examined bid # B2022024, we propose to enter into a contract to perform services per the bid specifications for the cost(s) listed below:

	Cost
Per Page (next business day)	\$
Delivery – 2 to 5 Business Days	\$

Bid Form Signature

Bidder name: (please print legibly)	
Title:	
Company:	
Email address:	
Signature:	

Appendix A



STATE OF RHODE ISLAND
ADMINISTRATIVE OFFICE OF STATE COURTS

250 BENEFIT STREET
PROVIDENCE, RHODE ISLAND 02903
TELEPHONE: (401) 222-6700 FACSIMILE: (401) 222-4740

CRIMINAL BACKGROUND INVESTIGATION AUTHORIZATION, RELEASE AND DISCLAIMER

I, _____, hereby direct and authorize the Bureau of Criminal Identification of the Department of Attorney General for the State of Rhode Island to make available to the Rhode Island Administrative Office of State Courts any criminal record that the Bureau of Criminal Identification has on file in reference to me, and I further consent to the authentication of my identity through fingerprinting, or some other process that may be required to confirm my identity.

I understand that an investigative report may be generated on me that may include information as to my criminal history records from any criminal justice agency in any or all federal, state, city and county jurisdictions, including any state Department of Motor Vehicle/Drivers' License Records, traffic citations and/or registrations.

I hereby waive and release any and all manner of actions, cause of actions, and demands of every kind, nature and description, arising from any release of criminal records and requests therefrom, whatsoever against the State of Rhode Island, the Rhode Island Administrative Office of State Courts, the Bureau of Criminal Identification, the Attorney General, and the employees of the Attorney General's Office, in both law and equity which I may now have or that may arise in the future.

_____ Employee Name (Please Print)	_____ Employee Signature
_____ Maiden Name (If Applicable)	_____ Date
_____ Date of Birth	_____ Employer/Company Name (If applicable)
_____ Place of Birth	_____ Social Security Number

State of _____ County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ personally known to me or proved to me through satisfactory evidence of identification, which was _____, to be the person who signed above in my presence, and who swore or affirmed to me that the contents of the document are truthful to the best of his or her knowledge.

Notary Public: _____
My commission expires: _____
Notary identification number: _____

Copy of valid photo identification with date of birth must be attached to all BCI Authorization Forms.

Carla Ciccone
Purchasing Agent
Rhode Island Supreme Court

Appendix B

RHODE ISLAND JUDICIARY GENERAL TERMS & CONDITIONS OF PURCHASE
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Preamble

The Judicial Purchasing Office may, from time to time, make amendments to the General Terms & Conditions of Purchase when the Judicial Purchasing Agent determines that such amendments are in the best interest of the Judiciary. Amendments shall be made available for public inspection at the Office of the Secretary of State but shall not require formal public notice and hearing. Copies of the General Terms and Conditions of Purchase shall be provided to any individual or firm requesting to become a registered bidder. Applicants shall be required, as part of the application process, to certify that they have read the General Terms and Conditions of Purchase and understand that they apply to all Judicial purchases.

JUDICIAL PURCHASING OFFICE GENERAL TERMS & CONDITIONS OF PURCHASE

All Judicial contracts shall consist of the following documents: the initial request for proposals or solicitation; all Action Sheets, Purchase Orders, delivery orders, and/or service requests related thereto; the bid documents submitted by the awarded vendor; and any supplementary documents executed by the parties, where applicable. All Judicial contracts shall be subject to the provisions of § 8-15-4 of the Rhode Island General Laws and the Judicial Purchasing Rules and Regulations adopted pursuant thereto; all other applicable provisions of the Rhode Island General Laws; specific requirements described in the request or contract; and the following General Terms and Conditions of Purchase.

1. GENERAL

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the Judiciary, or with whom a contract is executed by the Judicial Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT

The Judiciary's Purchase Order, or other Judiciary contract endorsed by the Judicial Purchasing Office, shall constitute the entire and exclusive agreement between the Judiciary and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale and these conditions, the more specific provisions contained in the solicitation shall govern.

All communication between the Judiciary and any contractor pertaining to any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Judicial Purchasing Agent

of the offer to do work or to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the bidder and the Judiciary. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications, and the Judiciary on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices all materials, equipment, supplies, or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the Judiciary to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the Judiciary unless submitted in writing and accepted by the Judicial Purchasing Agent. All orders and changes thereof must emanate from the Judicial Purchasing Office; no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Judicial Purchasing Agent and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted, and thereafter until all terms and conditions have been met, unless:

1. terminated prior to its expiration date by satisfactory delivery against orders of entire quantities; or
2. extended upon written authorization of the Judicial Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms; or
3. canceled by the Judiciary in accordance with other provisions stated herein.

d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his or her right, title, or interest therein, or his or her power to execute such contract, to any other person, company, or corporation, without the previous consent, in writing, of the Judicial Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a Purchase Order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated by the Judicial Purchasing Office, unless a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Judicial Purchasing Office, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a Purchase Order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the Judiciary, and agrees that later discovery by the Judicial Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS

No subcontracts or collateral agreements shall be permitted, except with the Judiciary's express written consent. Upon request, contractors must submit to the Judicial Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from the request or contract.

Should the vendor choose to engage any subcontractors, the vendor shall, in accordance with § 37-13-5 of the Rhode Island General Laws and other applicable state law, make prompt payment for satisfactory subcontract work for which the Judiciary has made partial or full payment. The Judiciary reserves the right to suspend, debar, or otherwise remove from the approved bidders list any vendor who repeatedly fails to make such prompt payments to its subcontractors.

4. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a Purchase Order or other contract, that he is not an employee, agent, or servant of the Judiciary, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the Judiciary and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The Judiciary will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

a. The Judiciary reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.

b. The Judiciary shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the Judiciary will not accept quantities greater than ten percent (10%) of the specified quantity), or where the request or contract provides for awards for other than exact quantities.

c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicitations with the mutual consent of the contractor and the Judiciary, and where determined by the Judicial Purchasing Agent to be in the Judiciary's best interest.

7. TERM AND RENEWAL

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the Judiciary's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the Judiciary's sole option for successive terms as otherwise

described, except where expressly specified to the contrary. Purchase Orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the Judiciary's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for that purpose, except as written notice of the Judiciary's intent not to renew is served.

8. DELIVERY/COMPLETION

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the Judicial Purchasing Agent. The decision of the Judicial Purchasing Agent, as to reasonable compliance with the delivery terms and date of completion, shall be final. The burden of proof of delay in receipt of an order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS

In accordance with § 7-1.2-1401 of the Rhode Island General Laws, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING

All pricing offered or extended to the Judiciary is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the Judiciary, except that, where the request or contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION

Bidder or contractor warrants that he or she has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Bidder or contractor warrants that he or she has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Judiciary for the purpose of obtaining any contract or award issued by the Judiciary. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any contract by the Judiciary, except as shall have been expressly communicated to the Judicial Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the Judiciary of violation of or non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) and/or contractor(s) involved.

13. AWARDS

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the request and may not be withdrawn during this period without the express written permission of the Judicial Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the request as a whole, at the option of the Judiciary. The Judiciary reserves the right to determine those offers which are responsive to the request, or which otherwise serve its best interests.

b. The Judiciary reserves the right, before making any award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications, or facilities offered by the bidder meet the requirements set forth in the proposal and specification and are ample and sufficient to insure the proper performance of the contract in the event of award. If, upon such examination, it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the Judiciary may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Judiciary to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or offers which are made subject to different terms and conditions than those specified by the Judiciary may, at the option of the Judiciary, be:

1. rejected as being non-responsive; or
2. set aside in favor of the Judiciary's terms and conditions (with the consent of the bidder); or
3. accepted, where the Judicial Purchasing Agent determines that such acceptance best serves the interests of the Judiciary.

Acceptance or rejection of alternate or counter-offers by the Judiciary shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Judicial Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Judicial Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to

give consideration to past performance of the offerors where, in his or her judgment, the best interests of the Judiciary will be served by so doing.

h. The Judicial Purchasing Agent reserves the right to make awards by items, group of items, or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his or her bid.

i. Preference may be given to bids on products raised or manufactured in the State of Rhode Island, and/or to bids from vendors whose headquarters or primary place of business is located within the state.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any request.

k. The Judicial Purchasing Agent reserves the right to act in the Judiciary's best interests regarding awards caused by clerical errors by the Judicial Purchasing Office.

14. SUSPENSION AND DEBARMENT

The Judicial Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval, or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the Judiciary a vendor or contractor then under a ruling of suspension or debarment by the Judiciary shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the Judicial Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the Judicial Purchasing Office may be voluntarily made public by the Judiciary absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name, and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Judicial Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal to the item detailed in the specifications.

a. Any objections to specifications must be filed by a bidder, in writing, with the Judicial Purchasing Agent at least ninety-six (96) hours before the time of bid opening to enable the Judicial Purchasing Office to properly investigate the objections.

b. All standards are minimum standards except as otherwise provided for in the request or contract.

c. Samples must be submitted to the Judicial Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

d. All samples submitted are subject to test by any laboratory the Judicial Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the Judiciary. The Judiciary reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the Judiciary's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

a. Failure by the Judiciary to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the Judiciary's right to subsequently reject the goods in question.

b. Formal or informal acceptance by the Judiciary of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

c. Where the contractor fails to promptly cure the defect or replace the goods, the Judiciary reserves the right to cancel the Purchase Order, to contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

d. When materials, equipment, or supplies are rejected, the same must be removed by the contractor from the premises of the Judiciary within forty-eight (48) hours of notification. Rejected items left longer than two (2) days will be regarded as abandoned and the Judiciary shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES

All product or service warranties normally offered by the contractor or bidder shall accrue to the Judiciary's benefit, in addition to any special requirements which may be imposed by the Judiciary. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year unless otherwise specified, and the Judiciary may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT

In general, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Generally, payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

a. Payment terms other than the foregoing may be rejected as being nonresponsive.

b. No partial shipments, or partial completion will be accepted, unless provided for by the request or contract.

c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the Judicial Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the Judiciary from taking such discount.

d. Payments for used portions of inferior delivery or late delivery will be made by the Judiciary on an adjusted price basis.

e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Judicial Purchasing Office for approval.

f. Invoices must be submitted in a timely manner in accordance with the terms of the governing Purchase Order, Request for Proposal, or Master Price Agreement, or, where no specific time period is provided, by no later than thirty (30) days after the date on which delivery was made or services rendered. Failure to submit invoices in accordance with this section may constitute noncompliance and may result in non-payment of such invoices due to the unavailability of appropriated funds beyond the applicable fiscal year.

20. THIRD PARTY PAYMENTS

The Judiciary recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Judicial Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his or her bid submission.

21. SET-OFF AGAINST PAYMENTS

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served, or while the matter is pending in hearing or from any appeal therefrom.

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22. CLAIMS

Any claim against a contractor may be deducted by the Judiciary from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the Judiciary the amount of such claim on demand. Submission of a voucher and payment thereof by the Judiciary shall not preclude the Judicial Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

a. The Judicial Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the Judiciary and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

The Chief Purchasing Officer shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the Judiciary's sole option.

25. MINORITY BUSINESS ENTERPRISES

Pursuant to the provisions of Title 37 Chapter 14.1 of the Rhode Island General Laws, the Judiciary reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price, where:

a. the solicitation provides for such consideration; and
b. the offer is fully responsive to the terms and conditions of the request; and
c. the price offer is determined to be within a competitive range (not to exceed five per cent (5%) higher than the lowest responsive price offer) for the product or service; and

d. the firm making the offer has been certified by the Rhode Island Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent (10%) of the dollar value of the work performed against contracts for construction exceeding \$10,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals sixty per cent (60%) of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and one-hundred per cent (100%) of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this

type shall be subject to approval, by the Chief Purchasing Officer, of a Subcontracting Plan submitted by the bidder receiving the award; and

e. the firm making the offer specifies in its offer that it conforms to the definition of a Minority Business Enterprise; and

f. the firm making the offer submits with its offer documentation from the Rhode Island Department of Economic Development showing that it has been certified as a Minority Business Enterprise.

26. VETERAN-OWNED BUSINESS ENTERPRISES

Pursuant to the provisions of Title 37 Chapter 14.3 of the Rhode Island General Laws, the Judiciary reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price, where:

a. the solicitation provides for such consideration; and

b. the offer is fully responsive to the terms and conditions of the request; and

c. the price offer is determined to be within a competitive range (not to exceed five per cent (5%) higher than the lowest responsive price offer) for the product or service; and

d. the firm making the offer has been certified by the Rhode Island Department of Economic Development to be a small business concern meeting the criteria established to be considered a Veteran-Owned Business Enterprise. Three per cent (3%) of the dollar value of the work performed against contracts for construction exceeding \$10,000 shall be performed by Veteran-Owned Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Veteran-Owned Business Enterprises are available. Awards of this type shall be subject to approval, by the Chief Purchasing Officer, of a Subcontracting Plan submitted by the bidder receiving the award; and

e. the firm making the offer specifies in its offer that it conforms to the definition of a veteran-owned business enterprise; and

f. the firm making the offer submits with its offer documentation from the Rhode Island Department of Economic Development showing that it has been certified as a veteran-owned business enterprise.

27. PREVAILING WAGE REQUIREMENT

In accordance with Title 37 Chapter 13 of the Rhode Island General Laws, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime, and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works. The terms of § 37-13-5, § 37-13-6, and § 37-13-7 shall be considered a part of all Judiciary contracts for public works.

28. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

a. Contractors of the Judiciary are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the Rhode Island General Laws.

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b. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms, and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

29. DRUG-FREE WORKPLACE REQUIREMENT

Contractors who do business with the Judiciary and their employees shall abide by the State's drug-free workplace policy, and the contractor shall so attest by signing a certificate of compliance. The vendor and its employees agree to refrain from the abuse of alcohol and illegal drugs and shall report to work and perform their duties in a fit condition or be subject to disciplinary action by the vendor. Fit condition includes, but is not limited to, the absence of any physical, mental, or other impairment resulting from the use of alcohol or drugs of any type. All vendor employees shall further agree to refrain from purchasing, transferring, using, or possessing illegal drugs or from abusing alcohol or prescription drugs in any way that is illegal while on Judiciary business, on or off the workplace or jobsite. The vendor agrees to take appropriate disciplinary action with all violators of this policy who are currently employed. The vendor agrees to not knowingly consider for employment anyone who is known to currently abuse alcohol or illegal drugs.

30. TAXES

The Judiciary is exempt from the payment of excise, transportation, and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates shall be furnished upon request.

31. INSURANCE

All construction contractors, independent tradesmen, and firms providing any type of maintenance, repair, or other type of service to be performed on judicial premises, buildings, or grounds are required to purchase and maintain minimum coverage with an insurance company or companies licensed to do business in the State as follows:

- a. Comprehensive General Liability Insurance
 - 1) Bodily Injury \$1,000,000 each occurrence/ \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence /\$500,000 annual aggregateIndependent Contractors
Contractual—including construction hold harmless and other types of contracts or agreements in effect for insured operations
Completed Operations
Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance
Combined Single Limit \$1,000,000 each occurrence
Bodily Injury
Property Damage, and in addition non-owned and/or hired vehicles and equipment
- c. Workers' Compensation Insurance
Coverage B \$100,000

The Judicial Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any project or any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the Rhode Island Judiciary as an additional insured, to the Judicial Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

32. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for five per cent (5%) of his or her bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable surety company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with a bid may be cause for rejection of the bid. The Bid Surety of any three (3) bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within forty-eight (48) hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

33. PERFORMANCE AND LABOR AND PAYMENT BONDS

A performance bond and labor and payment bond of up to one-hundred per cent (100%) of an award may be required by the Judicial Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The surety company executing the Bond must be licensed to do business in the State of Rhode Island or the Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the surety company and the corporate seal must be affixed over his or her signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

34. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the Judiciary

The Judiciary reserves the right, at any time and for any reason, to suspend all or part of the contract, for a reasonable period, not to exceed sixty (60) days, unless the parties agree to a longer period. The Judiciary shall provide the contractor with written notice of the suspension order signed by the Judicial Purchasing Agent or his or her designee(s), which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under the contract as specified in the order. The contractor shall take all reasonable steps to

mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the Judiciary shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or
3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If, as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the Judicial Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the Judicial Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the Judiciary

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and, having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the Judiciary, the Judiciary may terminate the contract, in whole or in part, terminate all outstanding contracts or sub-contracts held by the contractor, and suspend or debar the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The Judiciary shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence work within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If the contractor consistently fails to deliver quantities or otherwise perform as specified, the Judicial Purchasing Agent reserves the right to terminate the contract, contract for completion of the work with another contractor, and seek recourse from the defaulting contractor or his or her surety. In the event of a termination for default or nonperformance, in whole or in part, the Judiciary may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the Judiciary as a result of the contractor's default. The contractor, or his or her surety, agrees to promptly reimburse the Judiciary for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The Judiciary may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract, the contractor shall compile and submit to the Judiciary an accounting of the work performed up to the date of termination. The Judiciary may consider the following claims

in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- (a) contract prices for goods or services accepted under the contract;
- (b) costs incurred in preparing to perform and performing the terminated portion of the contract; or
- (c) any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the Judiciary in the manner and to the extent directed by the Judiciary:

- all finished or unfinished material prepared by the contractor; and
- all material, if any, provided to the contractor by the Judiciary.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the Judiciary for damages sustained because of any breach by the contractor. In such event, the Judiciary may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the Judiciary from the contractor has been determined by the Judicial Purchasing Agent. The Judiciary may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The Judiciary may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the Judiciary or a third party.

Terminations of Purchase Order Contracts or Master Price Agreements shall require the signature of the Judicial Purchasing Agent or his or her designee(s). Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or, where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

c. Stop Work

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In the interests of health, safety, and welfare, economic or otherwise, the Director of Purchasing may issue a stop work order to a vendor for a reasonable period of time commensurate with the issue at hand. The vendor shall thereafter immediately cease and desist any further work, deliveries, and/or services until ordered to resume work by the Director of Purchasing. In the event the vendor bears responsibility for the conditions requiring a stop work order, the Judiciary shall not be responsible for any costs or losses associated with any resulting delays.

35. INDEMNITY

The contractor guarantees:

a. To hold the Judiciary, its agents, and employees harmless from any liability imposed upon the Judiciary arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.

b. To pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

36. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, all contractors and vendors bear the following standard responsibilities:

a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or she or his or her workmen are responsible, to the building or equipment, to his or her own work, or to the work of other contractors;

b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor's or subcontractor's possessions in which the Judiciary has an interest, and any and all materials provided to the contractor or subcontractor by the Judiciary;

c. To clear and remove all debris and rubbish resulting from his or her work from time to time, as directed or required, and, at completion of the work, leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;

d. To store equipment, supplies, and material at the site only upon approval by the Judiciary, and at his or her own risk;

e. To perform all work so as to cause the least inconvenience to the Judiciary, and with proper consideration for the rights of other contractors and workmen;

f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his or her employees during the conduct of the work;

g. To ensure that his or her employees are instructed with respect to special regulations, policies, and procedures in effect for any judicial facility or site, and that they

comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;

h. The contractor shall ensure that his or her employees or agents are experienced and fully qualified to engage in all the activities and services required under the contract;

i. The contractor shall ensure that at all times while services are being performed under this contract, at least one of his or her employees or agents on the premises has a good command of the English language and can effectively communicate with the Judiciary and its staff;

j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;

k. The contractor shall secure and retain all employee-related insurance coverage for his or her employees and agents as required by law;

l. The contractor shall not reference a Judiciary contract for the purposes of advertising or promotion without express written authorization from the Judicial Purchasing Agent; and

m. The contractor, subcontractor, and his or her employees and agents shall not disclose to any third party, remove, alter, obscure, or otherwise tamper with any Confidential Information of the Judiciary. Confidential Information shall include all content data that the contractor has access to or receives while working with the Judiciary. Content data includes attorney information, all judicial case information, including but not limited to types of cases, names of parties, witnesses, counsel, or participants in cases, case progression, contact information or any other data associated or obtained from the case management system, attorney registration system, or any databases or systems that are maintained, held, and/or owned by the Judiciary, regardless of whether such information is in written, electronic, or verbal form. In addition, Confidential Information shall include the content of any analysis, documentation, audit information, recommendations, reports, summaries or memoranda, and/or any other information compiled from and/or prepared by the contractor in connection with the contract regardless of whether in written, electronic, or verbal form.

Confidential Information shall at all times remain the property of the Judiciary. Upon completion of the contract, or whenever requested by the Judiciary, the vendor shall promptly destroy or return to the Judiciary in original format any and all Confidential Information in its possession and/or control, and all copies thereof. The vendor agrees that any breach of these terms would cause irreparable damage to the Judiciary and, as such, the vendor agrees to defend, indemnify, release, and hold harmless the Judiciary from actual damages from losses that result from its breach, including, but not limited to, reasonable attorneys' fees and related litigation expenses. The Judiciary shall have the right to seek an order to restrain the vendor and its agents, employees, officers, affiliates, etc. from breaching these terms, or to otherwise commence any action in law or in equity.

The contractor's confidentiality obligations do not extend to information that is: (1) learned by the contractor through legitimate means other than from the Judiciary or the Judiciary's representatives; (2) disclosed by contractor with the Judiciary's express prior written approval; or (3) required to be disclosed pursuant to court order or other

governmental authority, whereupon the contractor shall provide notice to the Judiciary so as to allow the Judiciary to take appropriate steps to protect its interests.

37. FORCE MAJEURE

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

38. CHOICE OF LAW

The laws of the State of Rhode Island and Providence Plantations shall govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to agreements which are subject to these General Terms and Conditions of Purchase.