



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

BID SOLICITATION INFORMATION

DATE: 12/6/17 **RFP/LOI#:** B2017010

Project Name: Snack Bar and Vending Machines – Noel Judicial Complex

Opening Date, Time & Place: January 18, 2018 @ 10:00 a.m.
Purchasing, Room 1006
670 New London Avenue, Cranston, RI 02920

Pre-Bid/Proposal Conference: No Yes 7:30 a.m., January 4, 2018

Pre bid attendance mandatory: No Yes

Location: Noel Judicial Complex , Lobby, 222 Quaker Lane , Warwick, RI 02886

The successful bidder will be required to furnish all insurance documentation as outlined below and in the attached Judicial Purchasing Rules & Regulations and General Terms & Conditions of Purchase, available for inspection at www.courts.ri.gov.

This solicitation is a request for proposals (“RFP”) to prime vendors to provide snack bar and vending machine services at the Noel Judicial Complex located at 222 Quaker Lane, Warwick, RI 02886. Specific bid solicitation information begins on page 3 of this document.

The Administrative Office of State Courts (the “AOSC”) reserves the right to award a contract on the basis of cost alone, accept or reject any or all bids, and to act in its 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 for services 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 its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

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

Rhode Island Supreme Court Purchasing
670 New London Avenue, Cranston RI, 02920
Purchasing, Room 1006

Questions concerning this solicitation may be e-mailed to the Supreme Court Purchasing Office at purchasing@courts.ri.gov no later than January 5, at 12:00p.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, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price.

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 detailed and 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 contents, 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 judicial 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.
- It is intended that an award pursuant to this RFP will be made to a prime vendor, who will assume responsibility for all aspects of the work to be performed. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- 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 and Regulations, attached below are the bid/request for proposal specifications for the following project:

Project Name: Snack Bar and Vending Machines – Noel Judicial Complex
Project Number: B2017010
Prepared by: Carla Ciccone – Judicial Purchasing Agent

All bids and/or proposal specifications are subject to and governed by the Judicial Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

Contents:

- 1.0 Overview
- 2.0 Scope of Work
- 3.0 Security
- 4.0 Proposal Content and Organization
- 5.0 Acknowledgment of Risk and Hold Harmless Agreement
- 6.0 Additional Insurance Requirements
- 7.0 Evaluation Criteria
- 8.0 Bid Form
- Appendix A Noel Snack Bar Floor Plan
- Appendix B Mandatory Site Visit Form
- Appendix C BCI Authorization and Disclaimer Form
- Appendix D Rhode Island Judiciary General Terms and Conditions of Purchase

1.0 Overview

The AOSC is seeking proposals from vendors with experience operating a snack bar and vending machines to provide food and beverage services, including vending machine services, to courthouse visitors and staff from a snack bar space (the “Snack Bar”) located on the first level of the Noel Judicial Complex, 222 Quaker Lane, Warwick, RI 02886.

The Noel Judicial Complex hosts approximately 200 full-time employees and has approximately 1500 daily visitors, including litigants, attorneys, and members of the general public.

The successful bidder shall demonstrate the ability to successfully operate this type of business, clearly articulate plans for day-to-day operation and management, obtain and maintain appropriate certifications and licenses, and adhere to local, state and federal laws and regulations.

2.0 Scope of Work

General

The AOSC shall supply the Snack Bar and vending machine spaces, along with basic plumbing, HVAC, and electrical services. The vendor shall supply all equipment, supplies and staff necessary to operate the Snack Bar and vending machines. It is also expected that the vendor may wish to renovate and/or build out the Snack Bar space to suit its business needs, within the operational limits set forth more fully below.

Work Area

The area designated for the Snack Bar is approximately thirty-two (32) feet by forty-eight (48) feet, located on the first level of the Noel Judicial Complex. It contains a cooking and serving area and a space for approximately nine (9) tables and thirty-six (36) chairs. A complete floor plan of the Snack Bar area is attached below as Appendix A. Please be advised that the cooking area of the Snack Bar does not have an exhaust fan, nor can the space be renovated to install one.

Vending Machines

Vending machines are to be located on the first level of the Noel Judicial Complex in the vending area designated for this purpose. The following machines are to be used:

- One (1) juice/soda machine;
- One (1) water machine; and

- One (1) snack machine.

The awarded vendor shall be responsible for the purchase and/or lease of the vending machines and their proper installation and overall maintenance. The awarded vendor shall also be responsible for collecting all revenue from the machines and ensuring that they are stocked at all times. The AOSC shall be responsible for the cleaning and maintenance of the vending area. All major maintenance and/or operational problems with the machines must be reported to the Noel Building Supervisor, Sal Caputi, at 401-822-6703 (office) or 401-575-6729(cell), immediately.

Site Visit and Inspection

Prior to submission of any bids, a pre-bid conference, at the time and place described on page 1 of this solicitation, is MANDATORY. Follow-up site visits will be scheduled once the number of vendors interested in this RFP is determined at the pre-bid conference. Site visits can be arranged by calling Ken Smith from the Facilities, Operations and Security Office at 401-222-1352.

At the site visit, the bidder shall establish site conditions and shall examine and verify the layout of the cooking, serving, and seating areas of the Snack Bar and of the vending area. Bidders shall have the opportunity to measure the Snack Bar and vending areas and ascertain the location of equipment installation points, electrical and plumbing service connections, and permanent fixtures. It is the bidder's responsibility to obtain accurate measurements and pinpoint the location of all relevant fixtures and service receptacles for his or her proposed use.

Hours of Operation

The awarded vendor shall be responsible for having the Snack Bar open for business Monday through Friday, 8:30 am to 4:00 pm, except for state holidays and required closures. The AOSC reserves the right to change the hours of operation with prior written notification to the awarded vendor.

In situations of inclement weather or other emergency, the awarded vendor shall be expected to open and operate the Snack Bar during regular business hours unless the courts are declared closed by either the Governor of Rhode Island or the Chief Justice of the Rhode Island Supreme Court.

Contract Term

The term of the contract awarded pursuant to this RFP will be for three (3) years with two (2) additional optional one (1) year renewal periods, renewable at the same terms and conditions by mutual written consent of the parties at least forty-five (45) days prior to the expiration of the preceding one (1) year period. Following the completion of the initial three (3) year period, the contract may be terminated by either party in writing within forty-five (45) days prior to the expiration of the contract period.

Vendor Obligations

In addition to the operation of the Snack Bar and vending machines, the awarded vendor shall be expected to provide the following:

- All food and beverage stocks;
- All necessary supplies for the successful operation of the Snack Bar;
- Menu boards and pricing;
- All necessary professional equipment, including installation;
- Signage for the Snack Bar;
- One (1) juice/soda vending machine;
- One (1) water vending machine; and
- One (1) snack vending machine.

As part of its bid proposal, each bidder shall provide a list of all equipment it intends to install in the Snack Bar, along with a comprehensive plan for their installation, testing, and operation. The bidder must also provide a plan for any and all fit-outs and/or construction it intends to make to the Snack Bar area, if any.

Menu

The awarded vendor shall be permitted to serve hot and cold beverages of any kind (except those containing alcohol), as well as snacks, pastries and certain prepared foods. A list of permitted menu items includes but is not limited to the following:

- Candy, gum;
- Pre-packaged snacks, chips, crackers;
- Milk, water;
- Soda, juice;
- Coffee, tea, hot chocolate;
- Ice cream;
- Donuts, pastries, bagels, toast, English muffins;
- Cakes, cookies;
- Pudding, gelatin;
- Microwavable meals;
- Hot and cold sandwiches;
- Soups;
- Breakfast and lunch entrees;
- Salads;
- Fruit;
- Convenience items (i.e. aspirin, facial tissue, combs, etc.); and
- Magazines, newspapers.

Because the cooking area of the Snack Bar does not have an exhaust fan, the only cooking methods permitted on-site are those that do not create or release any smoke or cooking vapors, such as microwaves and toaster ovens.

Each bid proposal shall also include a complete menu and a list of food items to be available for customers of the Snack Bar and vending machines. Each bid proposal shall list the food and beverage offerings and pricing.

Cleaning and Maintenance

The awarded vendor shall be responsible for keeping all areas of the Snack Bar neat, clean, and sanitary at all times, including regular pest control of the Snack Bar area. The awarded vendor shall be responsible for cleaning all spills and/or messes that occur anywhere inside the Snack Bar area. The Noel custodial staff shall not be responsible for cleaning the Snack Bar area.

The AOSC shall provide adequate receptacles for all trash. The awarded vendor shall ensure that the trash receptacles do not become overfilled during public hours, and shall empty all trash receptacles daily. The AOSC shall provide the awarded vendor with access to a designated area for the deposit of trash bags and other refuse.

The awarded vendor shall be expected to maintain the Snack Bar and vending areas in good repair, and replace obsolete, broken, and worn-out equipment, as necessary, with comparable replacements. The awarded vendor shall also be expected to protect and preserve property in the awarded vendor's possession in which the AOSC has an interest.

The AOSC shall be responsible for repairing and/or replacing obsolete, broken, or worn-out components of the building's plumbing, HVAC, and electrical systems. All major maintenance and/or operational problems with the building services must be reported to the Noel Building Supervisor, Sal Caputi, at 401-822-6703 (office) or 401-575-6729(cell), immediately.

The AOSC reserves the right to enter the Snack Bar area to inspect the premises, make necessary or agreed-upon alterations or repairs, or to provide necessary or agreed-upon services. The AOSC may enter the Snack Bar area at any time without the consent of the awarded vendor in case of emergency or where it is impracticable to obtain consent beforehand. If the AOSC enters the Snack Bar area without notice, it will notify the awarded vendor on the next business day of the entry and the reason(s) therefore.

Permits/Licenses

The awarded vendor shall be expected to have and maintain, at all times, all permits, licenses, and/or certifications required for the successful operation of the Snack Bar and vending areas. The awarded vendor is expected to know and understand, and

comply with at all times, all applicable local, state, and federal ordinances, laws, rules and regulations.

Copies of all Licenses, Permits, and/or Certifications must be submitted with bid proposals.

Staff

The awarded vendor shall provide its own staff to operate the Snack Bar during the required hours of operation. All staff shall be experienced and fully qualified to engage in Snack Bar and vending services, including having relevant and regularly-updated training in the highest standards of sanitation and proper food service, handling, and safety techniques. Additionally, all staff shall maintain at all times the highest standards of presentation, decorum, comportment, and appearance expected in a professional business environment. All staff shall also be required to pass a criminal background check before being allowed to work (see **Section 3.0 – Security** and **Appendix C**).

Deliveries

Acceptances of all deliveries will be the responsibility of the awarded vendor. Deliveries must be made during the hours of 10:00 am and 2:00 pm. Judicial personnel will neither transport nor accept deliveries.

Insurance

During the term of the contract, the awarded vendor shall maintain the following insurance coverage:

• Commercial General Liability	
o General Aggregate	\$5,000,000
o Bodily Injury	\$1,000,000 Per Occurrence
o Property Damage	\$1,000,000 Per Occurrence
o Personal/Advertising Injury	\$1,000,000 Per Occurrence
o Contractual Liability	\$1,000,000 Per Occurrence
o Fire Legal Liability	\$1,000,000 Per Occurrence
• Commercial Automobile Liability	
o Bodily Injury/Property Damage	\$1,000,000 Per Occurrence/ \$2,000,000 Aggregate
o Uninsured/Underinsured Motorist	Per Rhode Island state law
• Commercial Theft Liability	\$250,000 Per Occurrence/ \$1,000,000 Aggregate
• Workers’ Compensation	Per Rhode Island state law
• Employer’s Liability	
o General Aggregate	\$2,000,000
o Accidents/Injuries/Incidents	\$1,000,000 Per Occurrence

○ Policy Limit by Disease	\$1,000,000 Per Occurrence
○ Each Employee by Disease	\$1,000,000 Per Occurrence
● Umbrella Liability	
○ General Aggregate	\$1,000,000
○ Each Occurrence	\$1,000,000

The awarded vendor shall furnish all required certificates of insurance to the Judicial Purchasing Agent at least forty-eight (48) hours before work commences.

Prevailing Wage Requirement

The awarded vendor shall pay its employees a prevailing wage as required by applicable state and/or federal laws.

Rent

The awarded vendor shall be required to pay rent in the amount of twenty-two thousand dollars (\$22,000.00) per year, increasing at an annual rate of three percent (3%) after the first contract year. This amount reflects the indirect costs incurred by the AOSC in maintaining the square footage occupied by Snack Bar within the larger courthouse building. Notwithstanding, the AOSC reserves the right to negotiate with the awarded vendor a limited abatement of the rent due and owing for the first contract year, depending upon the extent of total costs incurred by the awarded vendor in building out the Snack Bar for use.

Specific rent payment terms shall be negotiated following contract award; however, the awarded vendor shall be required to pay the entire rent amount before the completion of each contract year. Failure to pay all rent before the completion of any given contract year may result in termination of the contract.

3.0 Security

During this contract, security measures will be in place at all court locations. The awarded vendor, and its officers, agents, servants and employees, if any, 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. It is the awarded vendor’s responsibility 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 its officers, agents, servants and employees, if any, accordingly. There will be no exceptions.

Upon award, the awarded vendor shall provide the AOSC’s Director of Security with complete, notarized BCI Authorization and Disclaimer forms (Appendix C) for itself and all of its officers, agents, servants and employees, if any, who may provide services 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 Security Personnel 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. It will be the responsibility of the awarded vendor to immediately inform the AOSC's Director of Security of any personnel changes.

All Courthouse deliveries and/or removal of materials will be during the hours of 10:00 am and 2:00 pm, Monday through Friday. If there is a need to deliver materials outside the designated times, these deliveries must be coordinated with the project manager from the AOSC's Facilities Operations & Security assigned to this project. This individual will be named at time of award. Packages will be inspected upon delivery.

4.0 Proposal Content and Organization

Proposals must include all requirements as specified in **Section 2.0 – Scope of Work**. One (1) copy of a proposal must be submitted at the time of submission. Proposals must be in the following format:

- Bid Form
- Company overview
- Work proposal
- Mandatory Site Visit Form
- Any licenses/permits required

All proposal documents, including the Bid Form provided in **Section 8.0**, **must be submitted together in a sealed envelope bearing the bidder's name and address and the RFP/LOI# associated with this project, and marked with the words "Bid Proposal."**

Respondents must include on the Bid Form a list of at least four (4) references, excluding the AOSC, with whom they have contracted to do similar work by including the company/entity name, telephone number, and a contact person. All Bid Forms must be signed. Respondents must also include an overview of their work 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 past work undertaken that is similar to what is being requested in this RFP, and certifications that show a knowledge of equipment that would be installed and utilized under this RFP.

Submission of a proposal is acknowledgement and acceptance of the Judicial Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

5.0 Acknowledgment of Risk and Hold Harmless Agreement

In addition to the indemnity provisions in the Judicial Terms and Conditions of Purchase, the awarded vendor and its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates ("Releasers") agree to release, waive, discharge and covenant not to sue the AOSC, its officers, agents, servants 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 a contract awarded pursuant to this RFP and 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 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 as a result of a contract awarded pursuant to this RFP or 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, parties, which relate to or arise out of a contract awarded pursuant to this RFP or 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 on judicial property but elect to provide services under any contract with the AOSC with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is 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 Judicial Terms and Conditions of Purchase.

6.0 Additional Insurance Requirements

In addition to the insurance provisions listed in **Section 2.0 – Scope of Work**, above, as well as in the Judicial Terms and Conditions of Purchase, all liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation insurance required for performance of a contract with the AOSC shall include the AOSC, its divisions, officers and employees as Additional Insureds, but only with respect to the awarded vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- a. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the AOSC; and
- b. a provision that the awarded 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 awarded 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 awarded 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 AOSC.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the AOSC. The awarded 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.

7.0 Evaluation Criteria

The AOSC reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its 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 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 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 RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Demonstrated experience in similar endeavors	40%
Viability of vendor as a long term business partner	40%
References	20%

8.0 Bid Form

Project: **B2017010 - Snack Bar and Vending Machines – Noel Judicial Complex**

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

Will any of the work spelled out in this bid be outsourced? ___Yes ___ No

If so, please explain below:

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 sheets 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 with whom you have contracted to provide similar services:

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

Contract Dates: _____ **to** _____

Reference # 4

Company Name: _____

Contact Person: _____ **Phone #:** _____

Contract Dates: _____ **to** _____



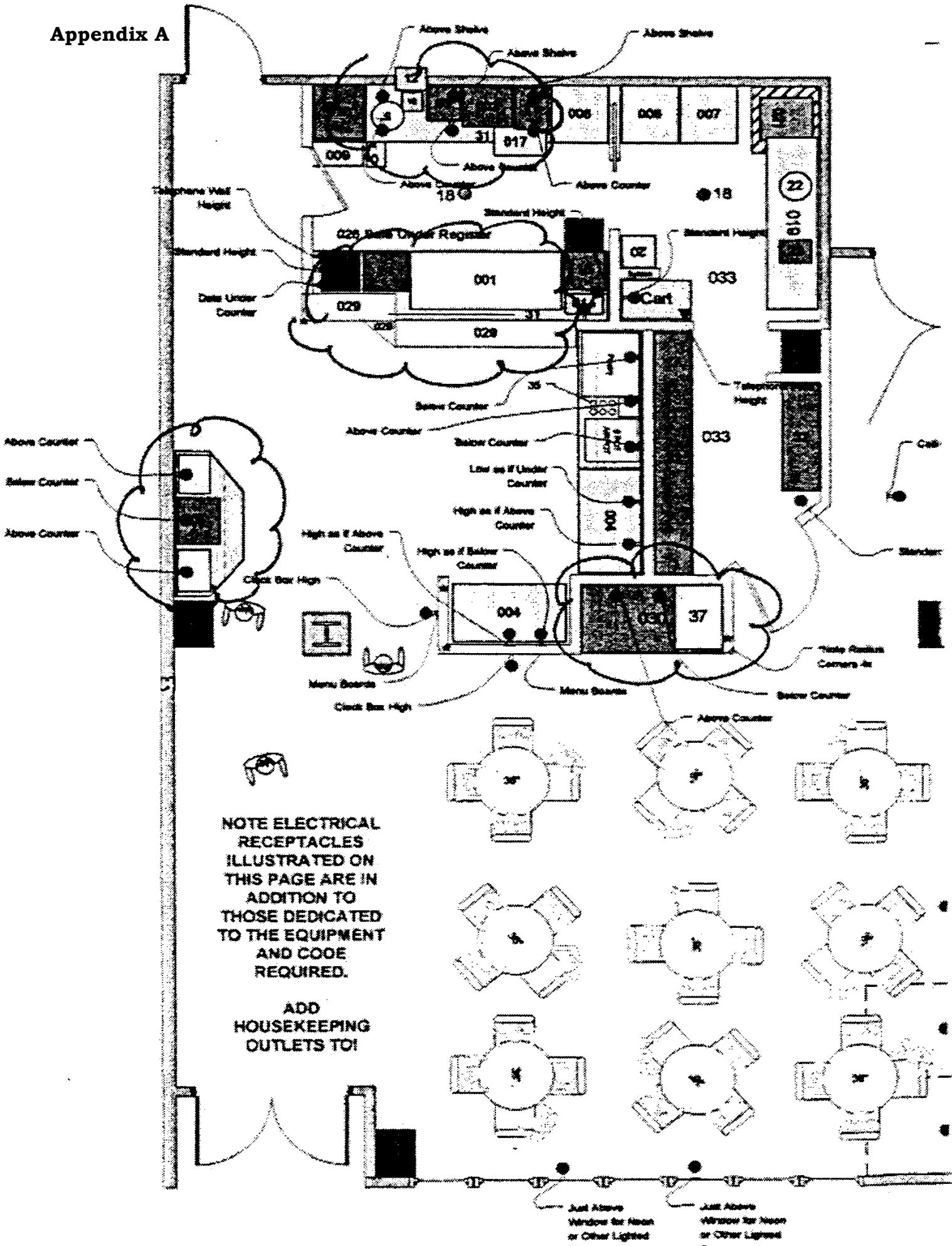
Did you remember to:

Initial Here

1. Include in your bid response a description of your company history, your work proposal, your Mandatory Site Visit Form, and copies of all applicable licenses and permits? _____

2. Prepare four (4) separate copies of your bid response for submission? _____

Appendix A





Appendix B

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

JUDICIAL PURCHASING OFFICE
670 NEW LONDON AVE, ROOM 1006
CRANSTON, RHODE ISLAND 02920
TEL: 401-275-6527
FAX: 401-275-6530

MANDATORY SITE VISIT FORM

****You must submit this separate mandatory site visit form with your proposal****

I (NAME) _____, representing
(COMPANY) _____, of
(CITY/STATE) _____, have viewed the site
(NAME OF SITE AS LISTED ON BID) _____,

And are fully aware and understand all bid requirements.

DATE OF MANDATORY SITE VISIT _____

VENDOR (PRINT NAME) _____ DATE: _____

VENDOR (SIGNATURE) _____ DATE: _____

SUPERINTENDENT (PRINT NAME) _____ DATE: _____

SUPERINTENDENT (SIGNATURE) _____ DATE: _____

REMEMBER—YOU MUST SUBMIT A MANDATORY SITE VISIT FORM WITH YOUR PROPOSAL.

NO EXCEPTIONS

It is your responsibility to acquire the proper authorized signature.

Appendix C



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ADMINISTRATIVE OFFICE OF STATE COURTS**

250 BENEFIT STREET
PROVIDENCE, RHODE ISLAND 02903
TEL: 401-222-6700
FAX: 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

Sworn to before me in the City/Town of _____, State of Rhode Island, this _____ day of _____, 20_____.

Commission expires on _____.

Notary Public (Print Name)

Notary Public (Signature)

Project Name: _____

Project # _____ Date of Bid/RFP Specifications _____

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

BCIF 08/08

Appendix D

RHODE ISLAND JUDICIARY GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

The Judicial Purchasing Office may, from time to time, make amendments to the General Terms and Conditions 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 Terms and Conditions 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 and understand that they apply to all judicial purchases.

JUDICIAL PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All Judicial purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 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 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, these conditions or 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 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 right, title or interest therein, or his 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, except as 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 this Request.

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 per cent [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 solicit with the mutual consent of the contractor and the Judiciary, 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 the 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. Burden of proof of delay in receipt of 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 Title 7 Chapter 1.1 (“Business Corporations”) of the General Laws of Rhode Island, 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, 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 has not, directly or indirectly, entered into any agree 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 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 non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) 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 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 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 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 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 bid.
- i. Preference may be given to bids on products raised or manufactured in the State of Rhode Island, other things being equal.
- 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 to 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 the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the Judicial Purchasing Agent at least 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, 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 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 one 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

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. 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 portion 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.

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 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.

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 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 offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. 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 \$5,000 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 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 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.

26. PREVAILING WAGE REQUIREMENT

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, 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.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

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 General Laws of Rhode Island.

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.

28. 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.

29. TAXES

The Judiciary is exempt from 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 will be furnished upon request.

30. INSURANCE

All construction contractors, independent tradesmen, or 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 coverage with a 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 aggregate
- Independent 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 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.

31. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his 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 bid may be cause for rejection of bid. The Bid Surety of any three 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 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. PERFORMANCE AND LABOR AND PAYMENT BONDS

A performance bond and labor and payment bond of up to 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 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 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.

33. 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 this contract, for a reasonable period, not to exceed sixty 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 Purchasing Agent or his or her designee, 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 this 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, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of 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 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 contractor consistently fails to deliver quantities or otherwise perform as specified, the Judicial Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his 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 its 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 Pricing Agreements shall require the signature of the Judicial Purchasing Agent or his designee. 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.

34. INDEMNITY

The contractor guarantees:

- a. To save 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 manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors 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 his workmen are responsible, to the building or equipment, to his 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 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 work from time to time, as directed or required, a 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 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 employees during the conduct of the work;
- g. To ensure that his 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 its employees or agents are experienced and fully qualified to engage in 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 its 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 its employees and agents as required by law; and

1. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the Judiciary to a third party. Confidential information means:
 - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
 - (2) any information about the Judiciary gained during the performance of a contract that is not already lawfully in the public domain.

36. 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.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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B2017010 ADDENDUM #1

Snack Bar & Vending Machines – Noel Judicial Complex

Date of Addendum: 1/3/18

NOTICE TO ALL POTENTIAL RESPONDENTS

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. The original RFP documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP.

Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

Pre-Bid Meeting:

Due to the anticipated weather conditions, the prebid scheduled for Thursday, January 4, 2018 is cancelled.

The new meeting time will be 8:30am on Thursday, January 11, 2018.