



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

BID SOLICITATION INFORMATION

DATE: 5/9/18 **RFP/LOI#:** B2018016

Project Name: Janitorial Services – Fogarty Judicial Annex

Opening Date, Time & Place: May 29, 2018 @ 10:00a.m.
Purchasing, Rm 1006
670 New London Avenue, Cranston, RI 02920

Pre-Bid/Proposal Conference: No Yes

Pre bid attendance mandatory: No Yes

Time & Date: Friday May 18, 2018 @ 7:30 a.m.

Location: Fogarty Judicial Annex, 24 Weybosset Street, Providence, RI 02903

**** Please meet at the front entrance of the building****

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, also available for inspection at www.courts.ri.gov.

This is a Request for Proposals ("RFP") for janitorial services at the Fogarty Judicial Annex located at 24 Weybosset Street, Providence, RI 02903. 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:

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

The Administrative Office of State Courts ("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 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 collection 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.

Questions concerning this solicitation may be e-mailed to the Supreme Court Purchasing Office at purchasing@courts.ri.gov no later than May 21, 2018 at 12:00 PM. 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.

Carla Ciccone
Purchasing Agent
Rhode Island Supreme Court



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

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: **Janitorial Services – Fogarty Judicial Annex**
Project Number: **B2018016**
Prepared by: **Carla M. Ciccone – Purchasing Agent**

Contents:

- 1.0 Overview**
- 2.0 Scope of Work**
- 3.0 Acknowledgement of Risk and Hold Harmless Agreement**
- 4.0 Additional Insurance Requirements**
- 5.0 Security**
- 6.0 Proposal Content and Organization**
- 7.0 Evaluation Criteria**
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- 9.0 Bid Form**

- Appendix A Specification # 6620-005**
- Appendix B BCI Authorization Form**
- Appendix C Rhode Island Judicial Purchasing Rules & Regulations and General Terms & Conditions of Purchase**

1.0 Overview

The Administrative Office of State Courts (the "AOSC") is seeking a company (the "Vendor") to provide janitorial services at the Fogarty Judicial Annex located at 24 Weybosset Street, Providence, RI 02903.

The resulting contract will be for a term of three (3) years, beginning on 7/1/18 and ending on 6/30/21.

2.0 Scope of Work

A. General Specifications

Location: Fogarty Judicial Annex
24 Weybosset Street
Providence, Rhode Island 02903

Project Coordinator: Sharon A. Raiche, Facilities, Operations, and Security
Phone: 401-222-8836

**Estimated square footage of all areas to be cleaned:
12,400 square feet
(2100 square feet of VCT)**

*These figures are estimates only, it is the responsibility of the bidders to accurately measure the square footage of the building.

THERE IS A MANDATORY PRE-BID CONFERENCE

1. Is an initial cleanup necessary based on the current condition of this building? No
2. Contract period: From: 7/1/18 To: 6/30/21
3. Numbers of janitors (mandatory):
 - Supervisor: 0 Janitors*: 1

***A janitor who can read, write, and communicate effectively with the Judiciary and its staff in English must be on site at all times while work is being performed under this contract.**

4. Regular Cleaning: Specify time frame within which work must be done:
Day Shift: 8:00 AM to 1:00 PM

5. Days of week work to be performed:
Mon. X Tue. X Wed. X Thurs. X Fri. X

Note: Scheduled work days that are not worked for any reason, including, but not limited to, holidays, bad weather, power failures, etc., will be deducted from the Vendor's monthly invoice.

6. The Judiciary observes and is closed on the following holidays:

| | |
|----------------|---------------------------------|
| New Year's Day | Dr. Martin Luther King, Jr. Day |
| Memorial Day | Independence Day |
| Victory Day | Labor Day |
| Columbus Day | Election Day |
| Veterans' Day | Thanksgiving Day |
| Christmas Day | |

7. Waste is to be deposited in Court receptacles/dumpsters.

Note: All plastic bags must be supplied by the Vendor – without exception.

8. Restrooms, telephones, and water fountains must be disinfected per specifications No. 6620-006 type III, dated 9/2/94 (**Appendix A**). All dispensers are to be filled with the appropriate products supplied by the AOSC's Facilities, Operations, and Security Department.
9. **No** propane-powered equipment is allowed in Judicial buildings – without exception.
10. The Vendor shall inform the AOSC's Facilities, Operations, and Security Coordinator and/or the Building Superintendent when items to be supplied by the Judiciary pursuant to this contract are low in inventory.

CHECKLIST FOR JANITORIAL SERVICES

The following checklist indicates the minimum requirements for the regular cleaning services to be provided under the contract; however, the Vendor must perform these services in addition to the frequency specified as needed and/or upon request by the Judiciary.

| SERVICE REQUIRED / FREQUENCY OF SERVICE | DAILY | TIMES WEEKLY | TIMES MONTHLY | TIMES YEARLY |
|--|--------------|--------------|---------------|--------------|
| <u>REGULAR CLEANING SERVICES:</u> | | | | |
| 1. EMPTY ALL WASTEBASKETS, RECEPTACLES AND REPLACE LINERS AS NEEDED* * All paper recycling barrels are to be on the 1 st floor on Tuesday afternoons. The disposal company picks up the recycling barrels on Wednesdays. | 1X | | | |
| 2. WASH ALL WASTEBASKETS IN OFFICE(S) | | | 1X | |
| 3. DUST ALL OFFICE FURNITURE, EQUIPMENT, PHONES, & FILES | 1X | | | |
| 4. WASH DESK TOPS (ON REQUEST) | AS REQUESTED | | | |
| 5. DAMP WIPE ALL TELEPHONES USING GERMICIDAL CLEANER | 1X | | | |
| 6. USING A TREATED CLOTH DUST ALL BUILDING SURFACES WITHIN REACH; WINDOW SILLS, DOOR & WINDOW FRAMES, PANELS, WALLS, ROOM DIVIDERS, CHAIR RAILS, BASEBOARDS, MOLDINGS, HANDRAILS & LEDGES | 1X | | | |
| 7. WASH & SANITIZE ALL DRINKING FOUNTAINS USING <u>GERMICIDAL</u> CLEANER | 1X | | | |
| 8. DUST ALL HIGH PARTITIONS, PIPES, VENT, MOLDINGS, ETC. | 1X | | | |
| 9. DAMP WASH & POLISH ALL BUILDING SURFACES WITHIN REACH: WINDOW SILLS, DOOR AND WINDOW FRAMES, DOOR HANDLES, PANELS, WALLS, ROOM DIVIDERS, CHAIR RAILS, BASEBOARDS, MOLDINGS, HANDRAILS, LEDGES, ETC., USING A TREATED CLOTH | 1X | | | |
| 10. DUST ALL WINDOW BLINDS | | | 1X | |
| 11. REMOVE FINGERPRINTS, MARKS & SMUDGES FROM WOODWORK, WALLS & PARTITIONS | 1X | | | |
| 12. CLEAN BRIGHT METAL WORK | | 1X | | |
| 13. VACUUM/CLEAN ALL VENTS (EXPOSED GRILL WORK) | | | 1X | |
| 14. WALL WASHING: STAIRWAY BATHROOMS CORRIDORS MARBLE | | 1X 1X | 1X | 1X |

CHECKLIST FOR JANITORIAL SERVICES
(CONTINUED)

| SERVICE REQUIRED FREQUENCY OF SERVICE | DAILY | TIMES WEEKLY | TIMES MONTHLY | TIMES YEARLY |
|--|--------------|--------------------------|--------------------------|-------------------------|
| 15. WASH ALL ENTRY GLASS: DOORS (INSIDE & OUTSIDE),PARTITIONS, DIVIDERS, ETC. | 1X | | | |
| 16. WASH ALL EXPOSED GLASS SURFACES: GLASS PARTITIONS, INTERIOR GLASS DOORS, DISPLAY CASES, DIRECTORY BOARDS, MIRRORS, GLASS DRAFT SHIELDS OF WINDOWS, ETC. | 1X | | | |
| 17. REPLACE BURNED LIGHT BULBS FROM JUDICIARY STOCK | AS NEEDED | | | |
| <u>REGULAR CLEANING SERVICES LAVATORIES:</u> | | | | |
| 18. CLEAN RESTROOMS, FLOORS, URINALS, TOILET BOWLS, SEATS, COMPARTMENTS, FIXTURES & WALL WITH A QUARTENARY <u>GERMICIDAL</u> SOLUTION WHICH IS EPA REGISTERED ACCORDING TO GSA PROCEDURES (ALL DISPENSERS TO BE FILLED WITH PRODUCT PROVIDED BY THE JUDICIARY) | 1X | | | |
| 19. INSPECT AND REMOVE ANY LITTER, CANS, ETC. FROM WALKWAYS SURROUNDING BUILDING | | | | |
| 20. ASSIST BUILDING SUPERINTENDENT WITH WALKWAY(S) SNOW SHOVELING | AS NEEDED | | | |
| <u>REGULAR CLEANING SERVICES FLOORS:</u> | | | | |
| 21. SWEEP AND/OR DUST MOP ALL FLOOR SURFACES WITH TREATED MOPS | 1X | | | |
| 22. SWEEP AND DUST ALL INTERIOR STAIRS, LANDINGS AND HANDRAILS | 1X | | | |
| 23. WIPE DOWN INSIDE OF ELEVATORS & VACUUM TRACKS | 1X | | | |
| 24. WET MOP ALL TRAFFIC LANES: ENTRIES, HALLS, ETC. | 1X | SEE DAILY FLOOR SCHEDULE | | |
| 25. WET MOP ALL OFFICES, CORRIDORS, ETC. | 1X | SEE DAILY FLOOR SCHEDULE | | |
| 26. WET MOP ALL INTERIOR STAIRS AND LANDINGS | 1X | SEE DAILY FLOOR SCHEDULE | | |
| 27. VACUUM ALL CARPETING IN TRAFFIC AREAS, STAIRS, LANDINGS, CORRIDORS, ENTRANCES | 1X | | | |
| 28. VACUUM ALL CARPETING IN OFFICES, COURTROOMS, ETC. | 1X | | | |
| 29. SPOT CLEAN ALL CARPETING AS NECESSARY TO REMOVE SPILLS | 1X | | | |
| 30. MACHINE CLEAN AND MACHINE POLISH ALL NON-CARPETED FLOORS IN TRAFFIC LANES, CORRIDORS, ENTRANCES, ETC. WITH BATTERY OPERATED ADVANCE AUTOMATIC SCRUBBER SYSTEM OR EQUAL PRODUCT | 1X | SEE DAILY FLOOR SCHEDULE | | |
| 31. SPRAY AND MACHINE POLISH ALL OTHER NON-CARPETED FLOOR AREAS | 1X | SEE DAILY FLOOR SCHEDULE | | |

B. Janitorial Services – Regular Cleaning Services - Floor Maintenance

1. Floor Maintenance: Strip, Seal & Finish

- A. Machine strip and refinish all non-carpeted floors in traffic areas, corridors, entrances, etc., per the Checklist for Janitorial Services (see **above**).
- B. Machine strip and refinish all non-carpeted floors in corridors, offices, etc. Two (2) times annually and must be completed in one (1) weekend day.

Note: The performance of floor maintenance services will be coordinated and directed by the AOSC's Facilities, Operations, and Security Coordinator and/or the Building Superintendent and must be in writing. The frequency of the floor services listed in Sections A. and B., above, are the minimum requirements to be provided under the contract; however, the Vendor must perform these services in addition to the frequency specified as needed and/or upon request by the Judiciary. All floor services must be performed in accordance with the manufacturers' recommended instructions for proper maintenance. All floor care personnel must be qualified as such. A list of their qualifications must be submitted with the bid package.

- C. List Chemicals: The following chemicals must be supplied by and used by the Vendor in the performance of floor maintenance services.

| | |
|-----------|----------------------|
| Stripper: | Butchers Time Buster |
| Sealer: | Butchers Iron Stone |
| Finish: | Butchers Big Easy |
| Restorer: | Butchers Speedtrack |
| Cleaner: | Butchers Sundance |

- D. List Equipment: The following equipment must be supplied by and used by the Vendor in the performance of floor maintenance services. The Judiciary reserves the right to inspect the Vendor's equipment at any time to ensure that it is in good working order. All equipment must be new or in like-new condition at the commencement of the contract.

| | |
|----------------------|----------------------------|
| Manufacturers Brand: | Advance Burnishing Machine |
| Model #: | 20 UHSB |
| Size: | 20" |
| RPM: | 2000 |

Note: The Vendor's supply room on site must be equipped with the chemicals and equipment necessary to perform the services required under this contract. The Vendor's supply room will be inspected weekly to determine if proper supply inventory is available for the daily/weekly cleaning service requirements.

- E. Additional Equipment: The following equipment must be supplied by and used by the Vendor in the performance of the floor maintenance services. The Judiciary reserves the right to inspect the Vendor's equipment at any time

to ensure that it is in good working order. All equipment must be new or in like-new condition at the commencement of the contract.

| | |
|---------------------|--|
| Manufacturer brand: | Advance Convertamatic Auto Scrubber |
| Model #: | 393320 |
| Size: | 24" |
| | 23,500 square feet per hour cleaning rate. |
| | 10,000 square feet per hour coverage rate. |

Daily Floor Maintenance Schedule

The following Daily Floor Maintenance Schedule indicates the minimum requirements to be provided under the contract; however, the Vendor must perform these services in addition to the frequency specified as needed and/or upon request by the Judiciary.

Monday

Dust Mop
Machine Wash with Sundance

Tuesday

Dust Mop
Machine Wash with Speedtrack
Burnish

Wednesday

Dust Mop
Machine Wash with Sundance

Thursday

Dust Mop
Machine Wash with Sundance

Friday

Dust Mop
Machine Wash with Speedtrack
Burnish

2. Finishing Procedures

- A. Strip with Time Buster.
- B. Apply three (3) coats of Iron Stone and three (3) coats of Big Easy.
- C. Follow daily program.
- D. Scrub all floor areas with Hot Springs.

- E. Apply two (2) coats of Big Easy three (3) times a year.

Note: No dust mop treatment products are to be used.

3. Miscellaneous Requirements

- A. All cleaning equipment, i.e. vacuums, floor stripers, burnishing machines, floor scrubbers etc., must be new at the time this contract begins. **No** used or refurbished equipment will be allowed.
- B. The Vendor must provide the AOSC's Facilities, Operations, and Security Department with an updated list of its employees, subcontractors, and all others who will appear at the site on behalf of the Vendor at all times.
- C. The Vendor's employees, subcontractors, and all others appearing at the site on behalf of the Vendor must comply with all security policies and procedures of the Judiciary (see, e.g., Section 5—Security). The Vendor shall ensure that its employees, subcontractors, and all others appearing at the site on its behalf are fully advised of said policies and procedures.
- D. The Vendor's employees, subcontractors, and all others appearing at the site on behalf of the Vendor must be cleared by the Judiciary before authorized to perform work at the courthouse. The Contractor must provide a completed **BCI Authorization and Disclaimer Form** for each said person authorizing the Judiciary to perform background checks. The form is attached hereto as **Appendix B**.
- E. The Vendor must provide the AOSC's Facilities, Operations, and Security Department with the names of all newly-hired employees, subcontractors, and all others appearing at the site on behalf of the Vendor, within forty-eight (48) hours of hiring.
- F. The Vendor must notify the AOSC's Facilities, Operations, and Security Department upon the termination of the services of any employee, subcontractor, and/or others who had been appearing at the site on behalf of the Vendor.
- G. The Vendor's employees, subcontractors, and all others appearing at the site on behalf of the Vendor must:
 - a. present valid photo identification upon entering the site and upon request while at the site;
 - b. be processed through metal detectors every time they enter the courthouse; and
 - c. sign in on the vendor log book at the beginning and end of each shift; and

d. at all times vendor employees' must wear uniforms clearly identifying the company's name.

H. The Vendor's employees, subcontractors, and all others appearing at the site on behalf of the Vendor must be able to read, write, and speak English and communicate effectively with the Building Superintendent and/or the AOSC's Facilities, Operations, and Security Department Coordinator.

I. The Vendor must provide the Building Superintendent with pre-determined dates for all weekly, monthly and yearly cleaning for approval **in writing**, and be approved by the Building Superintendent and/or the AOSC's Facilities, Operations, and Security Department Coordinator, before any work may commence.

J. Prices for floor care services are to be quoted per square foot. Additional stripping of floor may be required by the AOSC's Facilities, Operations, and Security Department Coordinator.

K. All non-performance hours will be deducted on a monthly basis.

4. Pre-bid conference

There will be a **mandatory** pre-bid conference to be held on May 18, 2018 at 7:30 AM at the Fogarty Judicial Annex located at One Dorrance Plaza, Providence, RI 02903.

At that time, any and all questions can be asked. The square footage referenced in the Section A, above, is an estimate only and it is the responsibility of the Vendor to take exact measurements.

5. Contact Information

The above-mentioned mandatory pre-bid conference will afford prospective Vendors the opportunity to take accurate measurements, but if additional site visits and/or additional information are required, please contact the AOSC's Facilities, Operations, and Security Department at 401-222-8836.

6. Miscellaneous

No parking will be provided by the AOSC except for the delivery and pick-up of supplies.

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, officers, directors, attorneys, insurers, and/or affiliates ("Releasors") 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 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 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 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 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, 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 selected 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 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 Judiciary's 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 thereunder.

The Judiciary's 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 the term of any contract awarded under this RFP, security measures will be in place at all Judicial locations. The selected Vendor, its officers, agents, servants, and employees shall comply with all security measures in place at each Judicial location, including processing through metal detectors, background checks, and signing the vendor log book at each location upon entry. It is the 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 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 B**) for all of its officers, agents, servants, and employees 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 Director of Security before performing any services under a contract awarded pursuant to this RFP. 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 Vendor to immediately inform the AOSC's Director of Security of any personnel changes.

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

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

6.0 Proposal Content and Organization

Pricing must include all costs as specified in **Section 2.0—Scope of Work**. Pricing for this proposal 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.

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

Vendors must include on the Bid Form a list of at least four (4) references* with whom they have contracted to do similar work by including the company name, telephone number and a contact person. *You are not permitted to use a reference from Rhode Island Judiciary.

Respondents must also include an overview of their 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 certifications that show a knowledge of equipment that would be serviced under this contract.

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 **Section 2.0 — Scope of Work**, if applicable.

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

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 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> |
|----------------------------|-------------------|
|----------------------------|-------------------|

| | |
|---------------------------|-----|
| Price | 50% |
| Experience/Qualifications | 25% |
| References | 25% |

8.0 **Miscellaneous**

The AOSC reserves the right to cancel an agreement with the selected Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The AOSC reserves the right to renegotiate the terms of any contract awarded pursuant to this RFP with the selected Vendor for subsequent years, provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

It is a **mandatory** requirement that all Vendors visit and familiarize themselves with the Fogarty Judicial Annex so as to respond accurately to this RFP.

9.0 Bid Form

Project: B2018016 – Janitorial Services – Fogarty Judicial Annex

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 - Floor Care Personnel

Please list any individual who will be doing floor care and include their qualifications.

Name: _____

Qualifications: _____

Name: _____

Qualifications: _____

Name: _____

Qualifications: _____

Name: _____

Qualifications: _____

Name: _____

Qualifications: _____

Name: _____

Qualifications: _____

Name: _____

Qualifications: _____

References

Please list at least four (4) companies' with whom you have contracted to provide similar services:

Reference #1
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____

Reference # 2
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____

Reference # 3
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____

Reference # 4
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____



Did you remember to:

Initial Here

1. Place the pricing proposal in a separate sealed envelope marked "Pricing Proposal"? _____
2. Prepare four (4) separate copies of your bid response (NOT including the Pricing Proposal) _____ for submission?

Pricing

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 # B2018016, we propose to enter into a contract to perform services per the bid specifications for the costs listed below:

Monthly prices for regular cleaning services as described in the scope of work (daily, weekly, monthly and semi-monthly services)

| Monthly Price for Regular Cleaning Services | 7/1/18 to 6/30/19 | 7/1/19 to 6/30/20 | 7/1/20 to 6/30/21 |
|---|-------------------|-------------------|-------------------|
| | | | |

Total price for floor maintenance services described in the scope of work. Strip, seal and finish as required:

| Annual Price for Floor Maintenance Services | 7/1/18 to 6/30/19 | 7/1/19 to 6/30/20 | 7/1/20 to 6/30/21 |
|---|-------------------|-------------------|-------------------|
| | | | |

Price for floor maintenance services as described in the scope of work as directed by the Facilities and Operations Coordinator, and which will be performed on an as needed basis. Pricing will be on a per square foot basis for any additional services requested by the Judiciary.

| Per Square Foot Price for Floor Care Services | 7/1/18 to 6/30/19 | 7/1/19 to 6/30/20 | 7/1/20 to 6/30/21 |
|---|-------------------|-------------------|-------------------|
| | | | |

Price per hour for daily janitor(s) as described in the scope of work. This rate will be deducted for non-performance hours on a monthly basis as described in the scope of work.

| Price per hour for daily janitor(s) | 7/1/18 to 6/30/19 | 7/1/19 to 6/30/20 | 7/1/20 to 6/30/21 |
|-------------------------------------|-------------------|-------------------|-------------------|
| | | | |

Price per hour for daily supervisor(s) as described in the scope of work. This rate will be deducted for non-performance hours on a monthly basis as described in the scope of work.

| Price per hour for daily supervisor(s) | 7/1/18 to 6/30/19 | 7/1/19 to 6/30/20 | 7/1/20 to 6/30/21 |
|--|-------------------|-------------------|-------------------|
| | | | |

Price per hour for a janitor to occasionally work on Saturdays at the Murray Judicial Complex' on tasks as directed by the building superintendent. This need will be determined solely by the AOSC's Facilities and Operations personnel. Pricing will be on a per hour basis for any additional services requested by the Judiciary.

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| Price per hour for a janitor to work hours on Saturday or as needed. | 7/1/18 to 6/30/19 | 7/1/19 to 6/30/20 | 7/1/20 to 6/30/21 |
| | | | |

Price per hour for a supervisor to occasionally work on Saturdays at the Murray Judicial Complex' on tasks as directed by the building superintendent. This need will be determined solely by the AOSC's Facilities and Operations personnel. Pricing will be on a per hour basis for any additional services requested by the Judiciary.

| | | | |
|--|--------------------------|--------------------------|--------------------------|
| Price per hour for a supervisor to work hours on Saturday or as needed. | 7/1/18 to 6/30/19 | 7/1/19 to 6/30/20 | 7/1/20 to 6/30/21 |
| | | | |

Pricing may be adjusted at a later time if, by operation of law, vendors are required to increase the rate of pay at which their employees are compensated. Such pricing adjustments may only reflect the increased cost to the vendor based on changes to Chapter 12 of Title 28 of the Rhode Island General Laws. Except under the foregoing circumstances, no other pricing adjustments will be allowed.

Bid Form Signature

(Bidder Name – Please Print)

Title

By: _____
(Signature)

Company

Appendix A

Specification No. 6620—005 (GERMICIDAL DETERGENTS)

Date: 6/1/95 Supersedes: 9/2/94.

1. 1. SCOPE AND CLASSIFICATION:

1.1 This specification covers Germicidal Detergents for use by all State Agencies requiring "hospital—type" disinfectants as defined by the Environmental Protection Agency (EPA) for registration under Federal Insecticide, Fungicide and Rodenticide Act and other applicable Federal Requirements.

1.2 Classification:

Type I. Phenolic, Liquid

Type II. Quaternary Amononium Compound, Liquid or Dry.

Type III. Quaternary Amononium Compound, Liquid or Dry with Odor Counteractants.

2. 2. APPLICABLE SPECIFICATIONS:

2.1 The following Specifications, Acts, Laws and Test Methods in effect on date of the invitation for bid form are part of this specification:

Federal Specification P-D-220.

Association of Official Analytical Chemists.

Latest Official Test Methods.

Federal Insecticide, Fungicide, Rodenticide Act.

American Society for Testing Materials (ASTM).

Federal -Hazardous Substance Labeling Act.

3. 3. REQUIREMENTS

3.1 Information to be furnished:

3.1.1 Labels: The bidder shall submit two manufacturers' labels of the product which he is offering for consideration listing the following information:

a. Product Name or Trade Name.

b. Manufacturer's Name and Address.

c. Active Ingredients.

d. Directions for use and recommended dilutions.

e. Any precautions necessary in using and handling the product.

f. E.P.A. registration number.

g. All information pertinent to Federal and State Laws affecting the labeling of disinfectants.

3.1.2 Technical Specification - Test Reports: Bidder shall submit certified test data confirming the germicidal effectiveness at the use dilution recommended on the label of the product offered under the specification. Tests shall be in accordance with the AOAC latest official test method with efficacy against:

Mycobacterium Tuberculosis var bovis (BGG) - (for Type I only).

Staphyococcus Aureus - ATCC 6538

Pseudomonas Aeruginosa - (PRD-10).

Salomella Choleraesuis - ATCC 10708.

Trichophyton Mentagrophytes

Methicillin Resistant Staphylococcus Aureus (MRSA)

3.1.3 Virucidal Activities: When used in accordance with the least favorable use - dilution indicated on the label, product shall be viricidal, for strains of: Herpes, Vaccinia and Influenza A2, HIV time shall be ten (10) minutes.

3.1.4 All biological testing shall be done in the presence of 5% (Blood) serum and 400 PPM hard water. These claims shall be registered with the U.S.E.P.A..

3.1.5 Descriptive Literature: The bidder shall submit (in duplicate) brochures, booklets, circulars and/or other descriptive literature outlining suggested dilutions and the complete uses of the product offered for consideration.

3.1.6 Approval for use on conductive flooring: The product must be classified as to use on electrically conductive flooring by any nationally operated laboratory, recognized and equipped to perform this service and accepted as such by the Judicial Purchasing Department.

3.1.7 Certification: Certified statement furnished by the manufacturer on their standard letterhead and signed by an officer or other responsible official, stating that the product offered and proposed to be supplied meets or exceeds all the requirements of this specification.

3.2 MATERIALS:

3.2.1 Type I - Shall be a combination of multi-non-selective phenolic compounds and synthetic biodegradable detergents in a concentrated form intended as a concurrent disinfecting and cleaning agent. This product shall be made from uniformly high grade materials and ingredients; shall provide broad spectrum disinfection and shall not impart acrid and disagreeable odors.

3.2.1.1 Use-Dilution: Confirmation at 10 minute kill. The highest use dilution specified on the label shall be germicidal for both *Salmonella Choleraesuis* (ATCC—10708) and *Staphylococcus Aureus* (ATCC 6538) under the condition of the current A.O.A.C. Use-Dilution Method. The recommended use-dilution shall be able to kill *Trichophyton Mentagrophytes* and the A.O.A.C. test strain *Pseudomonas Aeruginosa* (PRO-10) when tested according to the current A.O.A.C. Test Method and shall be able to kill the virulent strain of *Mycobacterium Tuberculosis* var *bois* (BGG) when tested according to the method currently acceptable to the E.P.A. The product shall be registered effective in the presence of 5% (blood) serum and 400 PPM hardwater as (CaCO₃).

3.2.1.2 It is recommended that a Test Method demonstrate Tuberculocidal activity by using Animal Passage Methods at the use dilution specified on the label. The product shall be registered effective in the presence of 5% (blood) serum and 400 PPM hardwater as (CaCO₃).

3.2.2 Type II - Shall be a combination of surface-active quaternary ammonium germicides and detergent cleaners in a concentrated form, for use as a combination cleaning and disinfect agent for normal cleaning and disinfection. The product shall give positive germ-kill on both gram-positive and gram-negative organisms when diluted in accordance with the manufacturer's instructions and used as directed. The product shall be registered effective in the presence of 5% (blood) serum and 400 PPM hardwater (as CaCO₃).

3.2.2.1 Use-Dilution: Confirmation at 10 minute kill. The highest use dilution specified on the label shall be germicidal for *Salmonella Choleraeuis* (ATCC 10708) *Staphylococcus Aureus* (ATCC 6538) M.R.S.A. and *Pseudomonas Aeruginosa* (PRO-10) under the conditions of the current A.O.A.C. Use-dilution confirmation Test Method. The product shall be registered effective in the presence of 5% (blood) serum and 400 PPM hardwater (as CaCO₃).

3.2.3. Type III - Shall be a combination of surface-active quaternary ammonium germicides, non-ionic surfactants, organic chelating agent and odor counteractants, in a concentrated liquid form, intended for use as a multi-purpose disinfectant, detergent and deodorizer. The product shall give positive germ-kill on both gram-positive and gram-negative organisms when

diluted in accordance with the manufacturer's instructions and when used as directed.

3.2.3.1 Use dilution: confirmation at 10 minute Kill. The highest use dilution specified on the label shall be germicidal for Salmonella Choleraesuis (ATCC 10708) Staphylococcus Aureus (ATCC 6538) and Pseudomonas Aeruginosa (PRO-10) under the conditions of the current A.O.A.C. Use-Dilution Confirmation Test Method, and shall demonstrate efficacy in 5% (blood) serum and 400 PPM hard water.

3.3 Stability - Shall be stable and effective in hard water; shall not break down in the presence of proteinaceous material; and shall have a storage life of one year without excessive loss of antimicrobial potency and detergency or detergent activity.

3.4 PH of Use-Dilution - shall be within the range of 2.5 to 3.5 or 10.0 to 11.0 when prepared with distilled water at 20 C.

3.5 Flash Point - Shall show a closed cup flash point of over 100 F when tested by any standard flash point method.

3.6 Conductivity — shall not adversely affect the conductivity of conductive surgical and obstetrical floors.

3.7 Cleaning Efficiency - The germicidal detergent at the recommended Use-Dilution shall not be harmful to any type flooring, painted or varnished surfaces. It shall be free-rinsing and shall exhibit a cleaning efficiency of at least 95% when tested in accordance with Interim Federal Specification P-D 220.

3.8 Toxicity - The acute oral toxicity, LD50, of the concentrate shall not be lower than 2.5 grams per kilogram of body weight when tested by method described in Regulations for enforcement of the Federal Insecticide, Fungicide and Rodenticide act.

3.9 Dermatitis - No recommended Use-Dilution shall be more irritant than 1% solution of Liquor cresolis saponatus NF when applied to the skin of a closely clipped adult albino rabbit on a pad of cotton gauze (1 inch square, 2 layers thick) for a period of eight hours at the rate of one milliliter of solution per pad.

4. PACKAGING AND DELIVERY:

4.1 Packaging: Germicidal Detergent shall be furnished in the following size factory sealed containers as requested by the Agencies in the invitation to bid. The product shall neither affect, nor be affected by, the containers in which it is furnished for a period of one (1) year from date of delivery. The unit of purchase shall be U.S. Liquid Gallons.

One gallon plastic jugs

Five gallon metal, plastic or combination metal and plastic cans fitted with pouring spout.

4.2 Marking: Unless otherwise specified in the invitation for bids, all packages shall be marked on a side or end with the following:

- a. Product Name or Trade Name
- b. Manufacturer's Name and Address
- c. Active Ingredients
- d. Directions for use and recommended dilutions
- e. Any precautions necessary in using and handling the product.
- f. EPA Registration Number
- g. All information pertinent to Federal and State Laws affecting the Labeling of Disinfectants

5. SAMPLING, INSPECTION AND TEST PROCEDURE:

5.1 Samplings: Random sampling will be made at the delivery point by taking a each regular delivery to determine that markings, materials and weight

comply with this specification.

- 5.2 Testing: This product may be tested as deemed necessary by Purchasing, in accordance with Section 3. In the event samples fail to meet all conditions and requirements of the specification, the cost of the testing shall be borne by the supplier.
- 6. NOTE:
 - 6.1 Basis of Award: Award will be made to the lowest responsible bidder meeting all of the requirements of this specification and evaluated as such by the proper author in the Division of Purchases using a use-dilution cost per gal factor against the widest spectrum of bacteria. If use-dilution rate varies with each organism the least favorable to the bidder will be utilized in establishing the basis for cost.
 - 6.2 Material Safety Data Sheet: Each contractor must furnish not less than two copies of a Material Safety Data Sheet (Form OSHA for each substance outlined in the State Labor Laws, Chapter 28-21).
 - 6.3 FAILURE TO SUBMIT CERTIFICATIONS FOR NECESSARY INFORMATION ON THE PRODUCT BID UPON SHALL BE SUFFICIENT CAUSE FOR REJECTION OF BID.

Copies of Standards of the American Society for Testing and Materials may be Obtained from:

American Society for Testing Materials
1916 Race Street
Philadelphia, PA 19103

Copies of AOAC official Test Methods may be obtained from:
The Association of Official Analytical Chemist
Box 540 Benjamin Franklin Station
Washington, DC 20044

Copies of Federal documents may be obtained from:
Superintendent of Documents
U.S. Printing Office
Washington, DC 20042

Appendix B



**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 applicable) | _____ Employer/Company Name (If |
| _____ 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)

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

**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 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 CONDITIONS OF PURCHASE

All Judicial Purchase Orders, contracts, solicitations, delivery orders, and service requests shall incorporate and be subject to the provisions of Section 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 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.

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 Title 7 Chapter 1.1 ("Business Corporations") 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, 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 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.

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.

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.
- 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.

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.

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, 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 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; and

l. 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 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.

Exclusions from Confidential Information. 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; or (2) is disclosed by contractor with the Judiciary's express prior written approval; or (3) is 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.