



STATE OF RHODE ISLAND

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

BID SOLICITATION INFORMATION

DATE: 4/6/2023	RFP/LOI#: B2023002	Pre-Bid/Proposal Conference: No
Project Name: Travel Services		
Opening Time and Date: 10:00a.m., May 23, 2023		
Place: Purchasing Office, Room 1006 670 New London Avenue Cranston, RI 02920		

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

This is a Request for Proposals ("RFP") for a Vendor or Vendors to provide comprehensive domestic and international travel services for Judicial employees. Specific bid solicitation information begins on page 3 of this document.

Proposals must be mailed or hand-delivered in a sealed envelope marked with the above RFP/LOI# and Project Name to:
Rhode Island Traffic Tribunal
Judicial Purchasing, Room 1006
670 New London Avenue, Cranston RI, 02920

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

Questions concerning this solicitation may be e-mailed to the Supreme Court Purchasing Office at purchasing@courts.ri.gov no later than April 20, 2023 at 12:00 p.m. Please reference the RFP/LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an Addendum to this bid solicitation.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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

INSTRUCTIONS AND NOTIFICATIONS TO BIDDERS

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

BID/RFP SPECIFICATION SHEET

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

Project Name: Travel Services
Project Number: B2023002
Prepared by: Carla M. Ciccone — Purchasing Agent

Contents:

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Appendix A AOSC Travel Policy and Procedure
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Appendix C Rhode Island Judiciary General Terms & Conditions of Purchase

1.0 Overview

The Rhode Island Administrative Office of State Courts (the "AOSC") seeks travel agent(s) and/or consultant(s), acting individually or as a consortium of travel agencies with a single representative (the "Vendor" or "Vendors"), to provide comprehensive travel services for the employees of the Rhode Island Judiciary. This travel includes air travel, surface transportation, and lodging for employees, both groups and individuals, traveling domestically and internationally under the direction of the AOSC.

The awarded Vendor or Vendor(s) must offer superior levels of service for all judicial travelers. They also must possess the willingness to implement new and innovative ideas to simplify travel management processes, such as on-line booking capabilities, and have a proactive approach to business in a government and educational environment. The awarded Vendor or Vendors shall also work with the AOSC to inform judicial members, employees, and staff of services provided through established programs such as training seminars, email, newsletters, and travel handbooks.

In providing travel services under a contract issued pursuant to this RFP, the awarded Vendor or Vendors must adhere to the AOSC's Travel Policy and Procedure, a copy of which is attached hereto as **Appendix A**. The awarded Vendor or Vendors will be required to contact the AOSC regarding any questions on implementation or services to be provided if not expressly identified in the AOSC's Travel Policy and Procedure or this RFP.

The term of this RFP will be in effect five (5) years for the period of July 1, 2023, through June 30, 2028.

2.0 Scope of Work

A. TRAVEL SERVICES

1. Overview

The Vendor or Vendors will be responsible for both domestic travel and international travel arrangements for the following types of expenditures/groups:

- Domestic Travel: Approximately \$45,000 is spent annually by the AOSC for domestic travel. Domestic travel includes attendance at conferences, transportation for recruitment of professional candidates, and transportation of expert witnesses or speakers.
- International Travel: The AOSC has not had any international travel in recent years; however, in the event that an employee or staff member does travel internationally to conduct judicial business the AOSC will require the Vendor or Vendors to be able to support these travelers. This will require 24/7 staffing availability supporting this international travel, including after hours and

emergency support, and require an international telephone connection. The Vendor or Vendors must certify compliance with Federal Research Travel requirements such as the Fly America Act, Open Skies Agreement and Code Sharing Agreement to ensure eligibility of travel expenditures for Federal Research Grants.

2. Requirements for Judicial Employee Travel

The Vendor or Vendors will be responsible for securing travel for domestic and international arrangements as follows:

- Air travel (via Economy Class);
- Rail transportation;
- Surface transportation;
- Lodging where necessary; and
- Car rental where necessary.

Specifically excluded from these arrangements are the following (a non-exhaustive list):

- Meals, including Room Service;
- Valet/laundry services, other miscellaneous room charges/ telephone or movie rentals;
- Parking;
- Taxi/Limo (except Limousine/shuttle services provided by a lodging facility);
- Conference arrangements;
- Check cashing/cash advances; and
- Purchase of alcoholic beverages.

B. VENDOR SERVICES

1. Vendor Operational Requirements

The Vendor or Vendors must meet the following minimum operational requirements:

- *Regular hours:* Minimum hours of operation are 8:00 a.m. to 5:00 p.m. Eastern (flexible during peak travel periods), Monday through Friday.
- *After-hours:* Live, 24/7 service through a toll-free number. Please state clearly in your proposal the hours and days that such service will be made available. At what times are calls considered to be "after-hours"? Is there a fee for "after-hours" calls?
- *Paperless ticketing and invoicing:* Paperless documentation is preferred for all electronic tickets. Electronic ticket itineraries and invoices must be available for post-trip auditing. These documents should be accessible to multiple recipients, such as the AOSC's Department of Finance and Budget and administrative office. Tickets and itineraries will be provided twenty-four (24) hours prior to departure. All itineraries must include flight numbers, departure and arrival times, names associated with the ticket numbers for group travel, and confirmation numbers for ground arrangements.
- *Paper tickets:* Occasionally, bookings require paper tickets, potentially on short notice. Describe the process and any associated costs for producing and delivering paper tickets.
- *Flight insurance:* Describe the flight insurance available for each airline ticket category.

2. Customer Service

The Vendor or Vendors shall provide outstanding customer service for timely, accurate, and cost-effective route planning and ticketing for all travel transactions, maximizing usage of those carriers providing the most favorable pricing to the AOSC. The Vendor or Vendors will procure travel arrangements with major air carriers, hospitality providers, and rental car providers to assure that judicial travel is accomplished in the most direct itinerary and at the lowest possible fare/cost.

a. Negotiation of Travel Arrangements

The Vendor or Vendors shall negotiate to secure the following terms and conditions that are controlled by the carrier:

- Ability to alter itinerary at any time without penalty or minimal charge;

- No blackout days;
- Unrestricted destinations;
- Full refunds/credits on unused tickets; and
- Reduction of cost for or obtain "no-cost" pre-paid tickets at the negotiated rate.

The Vendor or Vendors will assist the AOSC in negotiating or otherwise establishing government discounts to the AOSC's benefit with major air carriers, hospitality providers, and rental car providers to assure that judicial travel is accomplished at the lowest possible fare/cost. In carrying out these duties, the Vendor or Vendors will be required to utilize any and all negotiated contracts where applicable. The Vendor or Vendors will evaluate the routing and city pairs traveled to select the best carrier(s) in terms of schedule and potential for cost savings. The Vendor or Vendors will inform the AOSC about any carrier's unwillingness to negotiate in good faith. The carrier(s) offering the most advantageous terms and conditions, including pricing and the ability to earn bonuses, will be designated as priority carriers. Priority carriers will be used regardless of the airline preference of the traveler(s), unless the priority carrier's schedule for a particular trip is found to be overly restrictive and may impact a traveler's ability to arrive timely or be sufficiently rested.

The Vendor or Vendors shall act as the AOSC's agent in obtaining refunds from common carriers, hotels and service providers. The Vendor or Vendors must possess a system to maintain and apply travel "credits" properly.

b. Travel Logistics

The Vendor or Vendors will provide a complete itinerary to the traveler, detailing all aspects of the travel plan, including the correct carrier name, flight number, departure and arrival times for each trip segment, and, when applicable, lodging and/or rental car information.

Travelers should also be informed of any/all schedule changes which may occur after ticket issuance.

The Vendor or Vendors will provide for free and timely delivery of all travel related documents, including, but not limited to, air travel ticket and detailed itinerary to the traveler at least one (1) week prior to travel or twenty-four (24) hours prior to travel if booked less than seven (7) days prior to travel.

Obtain seat assignments as/or when requested. When tickets are issued in advance of computer access to seating, the Vendor or Vendors shall obtain seat assignments as soon

as possible after computer access becomes available. For destinations for which the carrier does not give advance seat assignments, this should be conspicuously noted on the itinerary.

3. Account Management

The Vendor or Vendors shall provide an account manager or travel agent that would be assigned specifically to the AOSC's account. This person would be authorized to make decisions related to the AOSC's account, including implementation and contractual issues. Please provide resumes for these individuals.

The Vendor or Vendors will provide live, twenty-four (24) hour, seven (7) days/week toll free "800" telephone access nationwide support for all judicial travelers. In providing this support, describe your phone response performance standards. What is your performance standard on hold time and callbacks? How do you measure and report on these standards?

In addition, the Vendor or Vendors shall provide online travel booking for those travelers who wish to make travel arrangements themselves without having to communicate directly to a travel agent. This tool should be similar to an industry standard search engine and should allow travelers to search and book airline, hotel, and ground transportation under the same policy guidelines and restrictions as would be administrated by a live agent.

4. Service Configuration

In addition to the foregoing, the Vendor or Vendors must provide the following:

- *Backup/overflow assistance:* Describe your plan for backup assistance, covering absences and assisting with unexpectedly high call volume.
- *Business continuity:* Describe your company's contingency plan in case of a catastrophe impacting your servicing office.
- *Phone system:* Describe the telecommunications configuration you would recommend for this travel program.
- *Quality control:* Describe your quality control process as it relates to airline tickets, lowest airfares, policy compliance, accuracy, etc.
- *Unused tickets:* Describe your system to manage a client's unused and non-refundable tickets.

- *Traveler profiles*: Describe how you will obtain and maintain traveler profile information.
- *Travel parties and preferences*: Describe how you will obtain and maintain travel party preferences and other information.
- *VIP travelers*: Describe any VIP services that you may offer.

C. ADMINISTRATION

1. Reporting

The Vendor or Vendors shall make available a reporting tool that can provide a relational database of ALL travel activities and costs. The database must include, but not be limited to, name of traveler, travel dates, airline cost, number of hotel nights plus cost, auto rental cost, etc., and be delivered to the AOSC and Finance and Budget Office in report form on both a monthly and annual basis. The data must be in a format that can be easily incorporated into Microsoft Excel.

At a minimum, the reports should include the following:

- Annual Reports:
 - Summary, by state account, of all travel, by air, hotel, auto rental, etc.;
 - Summary of air travel by air carrier, by volume, by cost; and
 - Summary of hotels utilized.
- Monthly Reports:
 - Tickets issued, used, unused, or transferred, including ticket number, traveler's name, State PO number, agency and ticket status;
 - City-pair travel, detailing travelers, volume, and cost;
 - Automobile rentals; and
 - Full coach fare, actual cost charged, AND difference (savings).

In addition, the Vendor or Vendors will inform the AOSC within a reasonable time of all individual travel inquiries made by judicial employees.

2. Billing and Payments

The AOSC has a credit card charge program "ghost card," which allows for direct payment for authorized travel, specifically payment of airfare and lodging, thereby eliminating the need for billing from the Vendor or Vendors. The Vendor or Vendors must be capable of participation in such a program at no additional cost to the AOSC.

Notwithstanding, pro-forma invoices or priced itineraries may be required in advance of ticketing. These transactions will then be processed in the same manner as private

charge and credit cards. The Vendor or Vendors will also be responsible for ensuring that charges are made to the correct AOSC accounts.

The Vendor or Vendors will ensure that only authorized travel is charged. Travelers are issued Purchase Orders. The Vendor or Vendors will be required to obtain and maintain the Purchase Order number as part of the traveler record as proof of the AOSC's authorization for travel.

If an agent fee is charged for the transaction, the agent fee will appear as a separate charge on the "ghost card" but posted on the same day as the transaction charges.

3. Fees

Provide a detailed list of all fees that may be charged to the AOSC under a contract issued pursuant to this RFP, including a detailed description of each fee and its cost.

In addition, describe your definition of a transaction in regard to the billing of a fee. At what point in the transaction is a fee charged? Are there charges for calls to agents for assistance if travel is not booked? Is there a fee for canceling, voiding or refunding airline tickets? When does the transaction service fee appear on credit card statements?

4. Discount Programs

Describe any available discount program(s) based on volume that would affect the fee schedule.

D. IMPLEMENTATION

The Vendor or Vendors must provide the AOSC with information addressing the following items:

- *Timeline:* Provide an implementation plan and schedule of events from award date, including a transition plan from the AOSC's current travel vendor.
- *Challenges:* Identify at least two (2) possible challenges in the implementation process and your plan to address them.
- *Training:* Describe the training that will be provided to the AOSC's travel administrators and travelers.
- *Automation:* Include details of the process involved to load traveler profiles and preferences and the travel policy configured into agency booking and support systems.

E. VENDOR INFORMATION

In addition to the foregoing requirements, the Vendor must address its ability to meet or exceed all the following items. Absence of a response to any item will void the entire proposal.

- 1.) *Agency overview*: Provide a brief description of the company including history, years in business, total sales, and travel service experience.
- 2.) *Booking trends*: Include a report or reports that identify the following for current client accounts:
 - Commercial air - Current and anticipated annual travel volumes for individual and other client categories.
 - Commercial air - Current and expected annual travel volumes for domestic and international airfare.
 - Commercial air - Top five domestic and international carriers
 - Hotel reservations – Total number of booking nights, total dollar volume and top five cities by volume.
 - Car rental reservations – Total number of rental days and total dollar volume.
 - Ground transportation – Total number of bookings and total dollar volume
 - Air charters – Total number bookings, total dollar volume and top five charter carriers booked.
- 3.) *Outstanding or Previous Litigation*: Provide a list of any outstanding or previous litigation which involves or involved the proposed services to be offered to the AOSC.
- 4.) *References*: Provide a minimum of three (3) references of other clients to whom services of the type sought in this RFP are provided. The references must include public, state, city, or county customers where the bidder has provided travel services within the last five (5) years. Include the name of the client, the identity of a contact person, and telephone number and email address where the contact person can be reached for verification.
- 5.) *Staffing*: List current company staffing totals, including the identity of all subcontractors if applicable. How many staff members are assigned to work primarily with state clients? Describe their experience level. What is the annual staff turnover rate?
- 6.) *Value proposition*: What differentiates your company from other travel management companies?

3.0 Acknowledgment of Risk and Hold Harmless Agreement

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

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

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

4.0 Additional Insurance Requirements

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

The insurance required through a policy or endorsement shall include:

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

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

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

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

5.0 Security

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

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

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

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

6.0 Proposal Content and Organization

Pricing must 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 Vendor's cost of materials (cost of materials + percentage markup = AOSC cost) that will be extended to the AOSC, if applicable.

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, excluding work performed for the AOSC.

Vendors 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

- All licensing, certification and permits as required in the Scope of Work

Submission of a proposal is acknowledgement and acceptance of the Judicial Purchasing Rules and Regulations and General Terms and 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 the AOSC's best interest including, but not limited to, directly negotiating with any Vendor who submits a proposal in response to this solicitation and to award a contract for these services based upon the results of those negotiations alone.

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

Proposals will be evaluated in two (2) phases:

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

<u>Evaluation Criteria</u>	<u>Importance</u>
Ability to meet specs	50%
Lead Time	20%
Experience	15%
References	5%
Training	5%
Price	5%

8.0 Miscellaneous

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

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

9.0 Bid Form

Project: B2023002 – Travel Services

Date: _____ Submitted By: _____

Address: _____

Telephone: _____ Email: _____

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

If yes, please explain: _____

General Information

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

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

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

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

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

Is your company bonded? ___Yes ___No

Please describe the nature and extent of all insurance coverage:

Addenda

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

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

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

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



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

Pricing Sheet

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

Only one pricing proposal needs to be submitted.

Having examined bid # B2023002, we propose to enter into a contract to perform services per the bid specifications for the costs listed on the next page.

Numeric

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Written

Bid Form Signature

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

Carla Ciccone
Purchasing Agent
Rhode Island Supreme Court

Appendix A



**RHODE ISLAND JUDICIARY
ADMINISTRATIVE OFFICE OF
STATE COURTS**

DEPARTMENT OF FINANCE

**TRAVEL POLICY AND
PROCEDURES
FOR IN-STATE AND OUT-OF-STATE
TRAVEL**

March 2023

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**RHODE ISLAND JUDICIARY ADMINISTRATIVE
OFFICE OF STATE COURTS**

DEPARTMENT OF FINANCE

**TRAVEL POLICY AND PROCEDURES
FOR IN-STATE AND OUT-OF-STATE TRAVEL**

March 2023

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1. Authority.

The following Judicial Travel Policy and Procedures for In-State and Out-of-State Travel is made in accordance with R.I.G.L. §§ 8-15-1, 8-15-2, 8-15-4(d), and 8-15-9. Pursuant to § 8-15-9, the Director of Finance “shall formulate and publish a policy which shall standardize the procedures for the handling, collection, receipt, and disbursement of court imposed or court related monetary payments, deposits, and receipts.”

2. Purpose.

This policy provides guidance for all courts within the unified judicial system when reviewing requests for travel on official judicial business, including requests for travel-related expenditures and reimbursements.

This policy takes into consideration existing policies governing travel expenditures within the Executive Department. To the extent this policy does not speak to a particular issue or procedure, the Department of Administration Office of Accounts and Control’s policies A-22 (travel out-of-state) and A-46ET (travel in- state) shall control.

Except as provided herein, this policy shall apply to all employees of the Rhode Island Judiciary, including judicial officers, unless specifically provided. Whenever the provisions of a collective bargaining agreement conflict with the provisions of this policy, the provisions of the collective bargaining agreement shall control. However, to the extent there exists any ambiguity as to the application of a collective bargaining agreement provision or state statute, this policy shall constitute an interpretation thereof.

Notwithstanding the foregoing, the Chief Justice, the State Court Administrator, and/or the Director of Finance may authorize an exception to or deviation from any provision or requirement of this policy when such exception or deviation is deemed necessary or expedient. Such exception shall be made pursuant to the Out-of-State Travel Exception Authorization Form, attached hereto as Appendix C and also available on the Judiciary’s intranet on the Administrators’ Resources page under the section title “Finance and Budget”.

3. General Policy.

All judicial personnel traveling under these procedures are expected to exercise prudent responsibility when committing state funds. Travel on business should be conducted at minimum cost to the extent practicable. The traveler is expected to exercise the same care in incurring travel expenses that a prudent person would exercise if traveling at his/her own expense.

4. In-State Travel.

4.1. Guidelines.

4.1.1. Personally-Owned or Leased Vehicles / Mileage.

- a) Judicial personnel may be allowed reimbursement for the use of personally-owned or personally-leased motor vehicles for official judicial business within the State of Rhode Island at the current mileage rate, as set by the Department of Administration Office of Accounts and Controls, when it is deemed economical and/or advantageous to the Judiciary. The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile, including depreciation, insurance, repairs, tires, maintenance, fuel, and oil. Source: <https://www.irs.gov/newsroom/irs-increases-mileage-rate-for-remainder-of-2022>. Current mileage rates can be found at <http://controller.admin.ri.gov>.
- b) Mileage incurred for personal business is not reimbursable.
- c) Mileage incurred in a rental car is not reimbursable.
- d) Please be advised that only judicial employees who are paid via the State's Payroll System can be reimbursed for In-State Travel via the State's Mileage Reimbursement System. Other individuals seeking mileage reimbursement for In-State Travel should refer to the Department of Administration Office of Accounts and Control's policy A-46ET and utilize Form A-14X for reimbursement.
- e) Those who are authorized to use their personally-owned motor vehicles on official judicial business within the State of Rhode Island are to be reimbursed for actual miles authorized and traveled in accordance with the following conditions:
 - 1) The employee must utilize the State's Mileage Reimbursement System to enter the addresses to which he or she has traveled.
 - 2) The State's Mileage Reimbursement System will calculate the shortest distance between the two addresses entered. Reimbursement will be based on this distance. Directions will be available to show the traveler how the mileage calculation was determined.
 - 3) An override function will be available for those extenuating circumstances where the traveler was unable to drive the shortest distance; for example, detours or closed roadways that require the traveler to take alternate routes would qualify for an override. Routine traffic congestion does not qualify as an example of when an alternate route would qualify for an override.

- 4) No transportation costs shall be allowed between any employee's place of residence and his/her office or official place of assignment except for those provisions outlined in R.I. Gen. Laws § 36-6-9 and in Section 4.1.1.f in this document.
 - A. If an employee incurs commute mileage more than once in a calendar day, he/she will only need to deduct their commute once. For example, an employee commutes to work at 8 AM and commutes home at 5 PM; they are not eligible for any mileage reimbursement for these trips. However, if this same employee has to leave home at 6:30 PM on the same day for an evening meeting, all the miles incurred to/from home that evening are reimbursable.
 - B. In order to receive reimbursement in the example noted in 4.1.1.e.4.A above, the employee must enter both the commute trip that is not reimbursable and the evening trip that is reimbursable. For the evening trip, the user will need to override the mileage and include a note explaining that the commute mileage was already deducted earlier in the day.
 - C. An employee's office or official place of assignment shall be determined in accordance with the controlling collective bargaining agreement or department policy. To the extent neither a collective bargaining agreement nor department policy provide for same, an employee's office or official place of assignment shall be any location or assignment regarded as a non-temporary assignment and/or lasting longer than 90 days.
 - D. In circumstances which require an employee to respond to an emergency during non-scheduled working hours in an overtime capacity, mileage may be authorized for travel from his/her residence to a location other than the employee's office or official place of assignment, provided the distance between the employee's residence and his/her destination is greater than the distance between the employee's residence and his/her office or official place of assignment. Voluntary, previously-scheduled overtime assignments are not subject to travel reimbursement.
- 5) In connection with work-related field trips (trips taken by an employee from his/her residence to a location other than his/her office or official place of assignment or trips taken by an employee from his/her office or official place of assignment to another location), when the distance

between the employee's residence and his/her destination is greater than the distance between the employee's residence and his/her office or official place of assignment, the field trip mileage in excess of the mileage between the employee's place of residence and his/her office or official place of assignment is reimbursable.

- A. If the distance from the employee's place of residence and his/her field trip destination is shorter than the distance between the employee's place of residence and his/her office or official place of assignment, no reimbursement of mileage shall be allowed.
 - 6) Travelers will be able to enter dates of travel no more than one-hundred and twenty (120) days in the past and no more than ten (10) days in the future. Future dates may be entered but not submitted for payment.
 - 7) The employee and the appropriate supervisor authorizing travel shall be equally responsible for the validity of any request for reimbursement for miles actually traveled on official judicial business.
- f) Pursuant to R.I. Gen. Laws § 36-6-9, judicial officers and court stenographers assigned to a courthouse location other than the City of Providence (an "out-county courthouse location") may be allowed travel reimbursement in accordance with the following conditions:
- 1) The judicial officer or court stenographer must utilize the State's Mileage Reimbursement System via the "Judicial Commute" button function.
 - 2) The judicial officer or court stenographer must then enter their "Home" address and select their "To" address from a list of locations frequented by judicial officers and court stenographers.
 - 3) The State's Mileage Reimbursement System will calculate the distance traveled as the lesser of the two distances from either the user's "Home" address to the out-county courthouse location, or from the City of Providence to the out-county courthouse location. For the purposes of this calculation, all distances calculated from the City of Providence are based upon a starting location of 250 Benefit Street.

- 4) Because the “Judicial Commute” button function does not support round-trip calculation, the user must reenter the travel information for the return trip using the above-listed steps.
- 5) Reimbursement will be based on the distance calculated by the State’s Mileage Reimbursement System. Directions will be available to show the traveler how the mileage calculation is determined.

4.1.2. Conference Registration Fees.

- a) Judicial personnel may be allowed reimbursement for conference registration fees in order to attend approved conferences or seminars related to official judicial business.
- b) Conference registration fees require State Court Administrator approval prior to registration.
- c) Travelers should make every effort to obtain an early payment discount of conference registration fees, if available.
- d) Travelers shall not be reimbursed for the cost of any conference social event (such as golf outings, award luncheons or dinners, tours, etc.) which is separate from the conference registration fee.
- e) If prepayment of the conference registration fee by the Judiciary is required or approved (rather than traveler reimbursement), the attending employee may request payment of the fee, which payment should be processed through the Department of Finance using a Purchase Order or, if circumstances require immediate payment, payment may be made using the Judiciary’s Purchase Card by Purchasing Department staff. Supporting documentation, including all appropriate approvals, must be submitted with the payment request or Purchase Card account reconciliation. If the Purchase Card is used for payment of registration fees, it is also required that a W-9 be obtained from the vendor so that any future purchases with this vendor may be made through Purchase Orders.
- f) If prepayment is not possible, travelers must attach proper documentation showing proof of attendance and proof of payment to the travel expense report (Form A-14X).

4.1.3. Meals & Lodging.

- a) No meal or lodging reimbursement shall be allowed in connection with travel within the State of Rhode Island, except when circumstances make this expense necessary.
- b) A complete written explanation of the circumstances that caused meal or lodging to be necessary, including the signature of the requesting employee and the appropriate supervisor and/or authorizing agent, as well as the approval of the State Court Administrator, is required. These expenses cannot be submitted via the State's Mileage Reimbursement System. A completed travel expense report (A-14X) must be submitted with all pertinent original documentation attached.
- c) Meals provided at conferences within the State of Rhode Island are allowed if the cost of the meal is part of the conference registration fee.

4.1.4. Parking.

- a) Judicial personnel may be allowed reimbursement for parking expenses incurred at metered parking spaces and in public or private parking lots while traveling on official judicial business within the State of Rhode Island, but not for parking expenses related to parking at or near the employees' office or place of assignment (official or temporary).
- b) If the total reimbursement amount for parking for any single trip entered into the State's Mileage Reimbursement System exceeds \$5.00, an original validated receipt(s) must be submitted to support a claim for reimbursement.
- c) If a receipt is not supplied at the point of sale, the employee must submit a copy of their credit card statement for reimbursement. All non-pertinent information may be redacted from the credit card statement.
- d) The same receipt number cannot be used on the same date by more than one traveler. If the receipt does not have a unique number stamped by the vendor, please use the date/time stamp in the following format: "mmddyyyy" "hhmmss."
- e) It is the responsibility of the traveler's supervisor to approve parking and toll reimbursements within the State's Mileage Reimbursement System only if they have received the appropriate original receipts. Once the travel has been approved, the supervisor must forward those original receipts to the Department of Finance to keep on file. This should be done on a monthly basis.

4.1.5. Tolls.

- a) Judicial personnel may be allowed reimbursement for tolls paid to travel on roads and bridges while on official judicial business within the State of Rhode Island, but not for toll expenses incurred during travel to and from the employee's place of residence and his/her office or official place of assignment.
- b) Original receipts are required for all toll reimbursement requests. If an employee has a personally-owned EZ-Pass transponder, a copy of the account statement highlighting each charge incurred while traveling on judicial business is required.
- c) Since EZ-Pass transponders do not issue unique receipt numbers and the same receipt number cannot be used on the same date by more than one traveler, please provide the date/time stamp in the following format: "mmddyyyy" "hhmmss."
- d) Judicial personnel with EZ-Pass transponders provided by the Judiciary must review their account statements and reimburse the state for any personal use. Reimbursement payments must be made within thirty (30) days of receipt of any EZ-Pass account statement that includes personal use charges. Payments are to be made payable to "State of Rhode Island" and sent to the Department of Finance at 670 New London Avenue, Cranston, Rhode Island 02920, along with a copy of the account statement highlighting the charges incurred for personal use.

4.1.6. Other Expenses.

- a) Expenses other than those listed in Section 4 are not reimbursable for in-state travel, should be neither entered into the State's Mileage Reimbursement System nor appear on a travel expense report, and shall not be processed for payment.
- b) The Judiciary shall not pay or reimburse any costs, fines, penalties, or assessments incurred by a traveler that result from violation of any federal or state law or local ordinance while operating a personally-owned vehicle and/or traveling in-state on official judicial business.
- c) For emergency travel demands (including cancellations and changes to travel arrangements), see Section 5.2.2.d.

4.2. Administration.

4.2.1. Authorization.

- a) Travel expense reimbursement requests must be authorized and approved by the appropriate supervisor or authorizing agent.
- b) Travelers will be required to enter the following information into the State's Mileage Reimbursement System for each trip:
 - 1) Trip Date
 - 2) Purpose of trip—specific information is useful for approvers.
 - 3) "From" Address.
 - 4) "To" Address.
- c) Any overrides submitted to alter the distance calculated by the State's Mileage Reimbursement System must include a detailed reason that will be included in monthly reports to the Department of Finance.
- d) For parking and tolls, total amounts requested must be entered into the corresponding fields. Tolls of any dollar amount and parking in excess of \$5.00 per trip require a receipt number to be entered. The same receipt number cannot be used on the same date by more than one traveler. If the receipt does not have a unique number stamped by the vendor, please use the date/time stamp in the following format: "mmddyyyy" "hhmmss"
- e) All requests submitted via the State's Mileage Reimbursement System will be certified by the traveler checking the box next to the following statement: "I hereby certify that throughout the submitted dates I have maintained a valid operator's license and my personally-owned or leased vehicle(s) has been registered and insured; that the mileage was incurred for official state business; that this travel expense complies with the State travel regulations and the total listed above is a proper charge against the state."
- f) Supervisors responsible for the daily assignment of the traveler will be responsible for approving all travel reimbursements submitted via the State's Mileage Reimbursement System. Supervisors must certify the following for each reimbursement request: "I hereby certify that I have checked all the original supporting documentation related to the tolls and parking expenses incurred in the present request. To the best of my knowledge, the mileage was incurred for official state business, the travel expense complies with the State travel regulations, and the total listed above is a proper charge against the State."

g) Payment Processing:

- 1) Travel requests for payment should be submitted no more frequently than once per calendar month.
 - 2) Travel requests for payment should be submitted no less frequently than one per calendar quarter.
 - 3) Travel requests cannot cross fiscal years. Therefore, all travel must be entered and submitted for June before July travel can be entered.
 - 4) All payments will be deposited into the employee's primary direct deposit account in the State's Payroll System.
 - 5) If for any reason an employee does not have an active direct deposit account, a check will be forwarded to Central Accounts Payable at the Office of Account & Control. The employee will need to make arrangements to pick up the check
- h) Each department shall maintain a daily record or log of authorized travel. The daily record or log of such travel shall be available at all times for the purpose of audit or examination.

5. Out-of-State Travel.

5.1. Guidelines.

5.1.1. Transportation.

- a) Transportation shall be by common carrier and includes air, rail, bus, and automobile. The traveler must use the designated travel agency via the Master Price Agreement (MPA) or the vendor engaged by the Judiciary to book all these transportation types (this does not include MBTA service or Peter Pan bus service).
- 1) All transportation costs and agent fees will be charged to the Judiciary's Purchase Card account.
 - 2) Travelers cannot book services via the MPA contract or the vendor engaged by the Judiciary for personal use and/or utilizing a personal credit card, except that travelers who intend to travel with their spouses may, with the permission of the State Court Administrator, book services for themselves and their spouses together to facilitate more cost-effective and efficient travel arrangements.

- b) Allowable transportation accommodations shall include coach fares, utilizing the most economical fares possible. Most economical fares consist of the designated travel agency or the vendor engaged by the Judiciary utilizing all available travel discounts. In determining the most economical fares:
- 1) Consideration must be given to the total costs of an itinerary and available alternatives when traveling to/from a particular destination or area. For example, travelers traveling by air to/from the Washington DC, Baltimore, and Virginia areas must compare the fares for three nearby airports, Baltimore/Washington International Airport (BWI), Reagan Washington National Airport (DCI), or Washington Dulles International Airport (IAD), and utilize the one with the most economical fares. In addition, travelers will not be allowed to take direct flights if there are other options which are economically advantageous to the Judiciary while still allowing the traveler to conduct his or her business in a timely manner. Notwithstanding, travelers will not be required to undertake multiple layovers in one trip solely to secure the most inexpensive ticket. As a guideline, selected airfare should be within \$250 of the lowest fare for flights that have a single layover or less. Notwithstanding, the State Court Administrator has the authority to approve direct flight options whenever he or she deems it prudent. Approval must be received prior to booking the flight.
 - 2) Consideration of arrival and departure times shall be dependent on agenda. The traveler may arrive a day earlier if the travel departure time requires the traveler to leave their home before 7:00 AM. The traveler may stay overnight on the last day of the travel period if the arrival time home is after 10:00 PM.
 - 3) Consideration may be given to extended stays (arriving a day or two earlier and/or leaving a day or two later) where beneficial to the Judiciary, taking into account both transportation costs and any increased costs for lodging or accommodation. Extended stays shall require, however, that a flight cost comparison be completed and documented prior to travel. The cost comparison document must be submitted with any out-of-state travel expense reports and reimbursement requests. If extended stay transportation fares are more expensive, the traveler shall reimburse the Judiciary for the difference within thirty (30) days of travel. Payments are to be made payable to "State of Rhode Island" and sent to the Department of Finance at 670 New London Avenue, Cranston, Rhode Island 02920, along with a cover memorandum explaining the reimbursement.

- c) Transportation accommodations should be made as early as possible, to help secure the lowest fare and best travel times. Early is considered 21-30 days in advance, but even earlier is preferred.
- d) Airline fees will be paid by the Judiciary as follows:
 - 1) All taxes and fees included in the purchased fare;
 - 2) Agent fees incurred at original purchase, as well as those incurred for any changes/rebookings allowed under Section 5.1.1(e); and
 - 3) Mandatory fees charged by an airline at the time of booking.
 - 4) The Judiciary will not pay or reimburse travelers for any optional convenience fees or upgrade fees, including early check-in fees or seat upgrade fees.
- e) The Judiciary will pay fees/charges assessed by carriers, the designated travel agency, or the vendor engaged by the Judiciary for a change in travel arrangements if the reason for the change is a business-related emergency. In addition, the Judiciary will pay fees/charges assessed by airline carriers, the designated travel agency, or the vendor engaged by the Judiciary for cancellation and reissuance of an airline ticket if the reason for cancellation and reissuance of the ticket is business-related. The traveler must document in writing the business reason(s) for the change. All changes, cancellations, and reissuances must be processed by the designated travel agency or the vendor engaged by the Judiciary. Any fees/charges incurred by a traveler for changing, canceling, or rebooking directly with a common carrier will not be reimbursed unless prior approval is received from the State Court Administrator or the Director of Finance.
- f) Bonus miles and/or other benefits accruing to the judicial traveler shall be the property of the Judiciary and/or State of Rhode Island. The bonus credits are to be used only for official judicial business, not personal use. The designated travel agency or the vendor engaged by the Judiciary shall be responsible for accounting for all bonus miles obtained by judicial travelers.
- g) Personally-owned motor vehicles may be used for out-of-state travel in lieu of common carriers when it is economical to the Judiciary. Documentation is required showing the cost/benefit of using a personally-owned motor vehicle (for example, when two (2) or more travelers are going to the same destination, or when common carrier service is not available or is more expensive). The employee shall include the total cost of expenses associated with a trip when

calculating a cost comparison. Reimbursement shall be made on the basis of miles traveled at the current mileage rate, as set by the Department of Administration Office of Accounts and Controls, available at <http://controller.admin.ri.gov>, or the common carrier fare, whichever is lower. When reimbursement for vehicle mileage is requested in lieu of common carrier fares, the travel expense report should contain documentation as to the lower cost. The cost of the common carrier fare should be obtained from the designated travel agency or the vendor engaged by the Judiciary by comparing the common carrier fare used contemporaneously by another traveler on the same trip, if any. The following provisions shall also apply to personally-owned motor vehicles used for out-of-state travel:

- 1) In circumstances which require an employee to travel during non-scheduled working hours (Saturday or Sunday for 35.0 hour per week employees), mileage may be authorized for travel from his/her residence to a location other than the employee's office or official place of assignment.

5.1.2. Motor Vehicle Rental.

- a) Travelers shall avail themselves of buses, shuttles, trolleys, and all other means of public transportation to the extent possible and prudent.
 - 1) Lyft, Uber, and taxi cabs are allowable means of transportation.
 - 2) Reimbursement for any of these means of transportation will be processed when supported by original detailed receipts. When necessary, such receipts may include printed copies of electronic receipts received from the ride sharing or transportation service utilized by the traveler.
- b) No vehicle rentals are allowed unless previously approved by the Director of Finance or the State Court Administrator.
- c) When a motor vehicle rental is requested, the travel request must include a written explanation as to why no other ground transportation is available, why it is necessary to use a rental vehicle for the purpose of the travel mission, and why it is more economical to the Judiciary than alternative means of transportation. A motor vehicle rental is not allowed, however, if the traveler's lodging and judicial-related business (e.g., conference or seminar) are at the same hotel, complex, or location.

- 1) The written explanation required by Section 5.1.2(c) must be attached to the travel request.
 - 2) When approved, MPA releases must reflect estimated car rental amounts for the traveler to book a car rental with the designated travel agency or the vendor engaged by the Judiciary.
 - 3) Whenever possible, one of the preferred car rental companies must be chosen to ensure that the Judiciary has the necessary liability and collision coverages. If a preferred car rental company is not chosen, it is the traveler's responsibility to ensure he or she has the proper coverages in place as to limit the Judiciary from liability.
 - 4) All car rentals must receive prior approval from the Director of Finance or the State Court Administrator or the traveler will be responsible for all costs associated therewith.
- d) The traveler is required to comply with the following obligations when renting a vehicle to conduct official judicial business:
- 1) The traveler is required to obtain the necessary insurance coverage so as to limit the Judiciary from liability (vehicle rental collision or personal injury insurance is not reimbursable);
 - 2) The traveler must possess a valid driver's license and credit card, and must meet minimum age requirements;
 - 3) The traveler must obey all applicable traffic laws, including laws requiring the use of seat belts and laws restricting the use of cell phones;
 - 4) The traveler is prohibited from transporting hitchhikers;
 - 5) The traveler is prohibited from consuming drugs or alcohol before or while operating the vehicle;
 - 6) The traveler must complete a report of any vehicle damage and advise his/her supervisor and/or department immediately; and
 - 7) The traveler must fill the fuel tank of the rental vehicle so as to avoid fuel charges by the rental company prior to returning the vehicle. The traveler may obtain a receipt for any gasoline purchased to request reimbursement.

- e) Motor vehicles may be obtained from the traveler's court or department (if available) for ground transportation, where feasible.
- f) Personally-owned motor vehicles may be used for out-of-state travel in place of common carriers when it is economical to the Judiciary, in accordance with Section 5.1.1(g).
- g) Travelers who use their personally-owned vehicles to travel to/from a common carrier terminal will be reimbursed for the mileage from their office or official place of assignment to/from the terminal when they travel from work to the terminal or for the mileage from their place of residence to/from the terminal when they travel from their home to/from the terminal (usually before or after work hours and on weekends). Mileage reimbursement will be at the current mileage rate as set by the Department of Administration Office of Accounts and Control. Travelers are only allowed reimbursement for miles driven while they are in the vehicle. For example, if a spouse or family member drives the traveler's vehicle to/from the terminal to drop off/pick up the traveler, they are not entitled to mileage for two (2) round trips. Rather, the traveler would be allowed reimbursement for one (1) round trip (the initial trip from his or her place of work/residence to the common carrier terminal, and the return trip from the common carrier terminal to his or her place of work/residence).

5.1.3. Per Diem/Meal Allowance.

- a) Only travelers staying out-of-state overnight will be allowed a per diem allowance, to be reimbursed after travel. The allowance covers meal and incidental expenses, such as tips and gratuities. Travelers will not be reimbursed separately for these items. Any extra night's accommodation must be justified in writing and the documentation must be appended to the travel expense report.
- b) The per diem allowance will be based on a flat rate of \$50.00 per full day and is allocated based on departure and arrival times as follows:
 - 1) If the scheduled departure time is before noon, the traveler will receive \$50.00 for the first day of travel.
 - 2) If the scheduled departure time is after noon, the traveler will receive \$25.00 for the first day of travel.
 - 3) If the scheduled return time is before noon, the traveler will receive \$25.00 for the final day of travel.

- 4) If the scheduled return time is after noon, the traveler will receive \$50.00 for the final day of travel.
- 5) All full days between departure day and arrival day will be at the rate of \$50.00.
- c) International travel per diems will be determined by using the "M&IE Rate" published by the U.S. Department of State.
- d) No advance payment of the per diem allowance will be made to the traveler.
- e) There shall be no miscellaneous expense per diem
- f) Authorizing agents should check scheduled departure times before authorizing any travel expense report

5.1.4. Lodging / Accommodations.

- a) Overnight lodging accommodations generally will not be allowed within a fifty-five (55) mile radius of the City of Providence (which radius includes the City of Boston). The distance from the traveler's place of residence cannot be used in calculating the fifty-five (55) mile radius.
- b) Overnight lodging accommodations within the City of Boston are allowed if the judicial business necessitating the travel requires two or more days in Boston and the commitment requires that the traveler be away from home for over twelve (12) hours each day.
- c) Lodging should be arranged at the nearest possible site to the point of destination. Cost will be a factor in the determination of a site. Lodging provided by a particular conference will be allowed if, within reason, it is the most economical in the area. Lodging will be provided on a single room basis or the lowest rate available. Government rates, when available and economical, should be utilized.

5.1.5. Conference Registration Fees.

- a) Reimbursement for conference registration fees to attend conferences and seminars may be provided in accordance with Section 4.1.2.

5.1.6. Miscellaneous Expenses.

- a) The following items will be reimbursable travel expenses when incurred on official judicial business and supported by original receipts and/or proper documentation showing proof of payment (credit card charge slips are not acceptable as a receipt unless an itemized vendor invoice is attached):
 - 1) Bus, taxi, and public transportation, and airport shuttle service;
 - 2) Rental vehicle gas refill;
 - 3) Parking and toll expenses; and
 - 4) Necessary business telephone calls, fax transmissions, or internet connections (an explanation of the business need must be attached).

- b) Baggage fees will be reimbursed as follows:
 - 1) Original detailed receipts are required.
 - 2) Each traveler will be reimbursed for the first (1st) checked bag, each way.
 - 3) Any additional baggage fees greater than the first (1st) checked bag will be the sole responsibility of the traveler.
 - 4) Travelers should read the airlines baggage fee rules before booking.

- c) Toll expenses incurred while traveling shall be reimbursed as follows:
 - 1) Dated original receipts are required for all toll expenses.
 - 2) Receipt dates and locations must correspond with the traveler's itinerary.
 - 3) For any toll bill received after the traveler has returned home (either from a rental car company or directly from a state, turnpike, or bridge authority), the traveler must pay directly and seek reimbursement.
 - 4) Toll bill late fees will be the sole responsibility of the traveler.

- d) Travelers who park at a common carrier terminal will be reimbursed as follows:

- 5) Dated original receipts are required for all parking expenses.
- 6) Receipt dates must correspond with the departure and arrival dates on the traveler's itinerary.
- 7) Reimbursement will be based on the most economical parking rates available on-site. At PVD airport, Garage C and Lot E are the allowed parking sites. If a traveler chooses a garage or lot that exceeds the rate in the allowed parking sites, only the maximum rate allowed for the period charged will be reimbursed.

5.1.7. Other Expenses.

- a) Expenses other than those listed in Section 5 are not reimbursable for out-of-state travel, should not appear on the travel expense report, and shall not be processed for payment.
- b) The Judiciary shall not pay or reimburse any costs, fines, penalties, or assessments incurred by a traveler that result from violation of any federal or state law or local ordinance while operating a personally-owned, rental, or state-owned vehicle and/or traveling out-of-state on official judicial business.

5.2. Administration.

5.2.1. Authorization.

- a) The State Court Administrator's Office, or its designee, acts as the liaison between the designated travel agent, the vendor engaged by the Judiciary, third party payors, and all judicial personnel. The State Court Administrator's Office will be responsible for establishing, interpreting, and administering the guidelines of this Travel Policy and Procedures, providing assistance and information in accordance with this Travel Policy and Procedures, and, when deemed prudent in the opinion of the State Court Administrator, authorizing deviations from this Travel Policies and Procedures pursuant to the authority granted in G.L. 1956 § 8-15-4. Travel-related problems should be brought directly to the attention of the State Court Administrator's Office.
- b) The State Court Administrator must authorize and approve all out-of-state travel by judicial personnel to conduct judicial business that will impact the judicial budget.

- c) The State Court Administrator may authorize non-judicial employees to travel at state expense to conduct judicial business, so long as it is clearly documented that the individual traveler is performing a necessary service and it is in the best interest of the Judiciary to have said individual travel at state expense. The non-state employee shall be expected to comply with the Judiciary's Travel Policy and Procedures and will have travel expenses paid or reimbursed by the State of Rhode Island according to same.
- d) All requests for out-of-state travel shall be made by submitting the Out of State Travel Form first to the traveler's Court Administrator and, once approved, to the State Court Administrator for review and final approval prior to travel. This form is attached hereto as Appendix A and is also available on the Judiciary's intranet on the Administrators' Resources page under the section title "Finance and Budget". The Out of State Travel Form should be accompanied by supporting documentation detailing the judicial-business mission, if available (i.e., conference registration form and/or itinerary).
- e) Unauthorized travel or travel utilizing an agent other than the designated travel agency or the vendor engaged by the Judiciary shall require the traveler to bear personal responsibility for all related costs. Additionally, travel expenses incurred by the traveler that are not in compliance with this Travel Policy and Procedures may result in reduced reimbursements to the traveler. Continued noncompliance with this Travel Policy and Procedures may result in revocation of the traveler's right to travel on judicial business.
- f) Extension of travel for personal reasons. An employee who wishes to extend authorized travel for personal reasons must comply with the following:
 - 1) The traveler must receive written permission from the State Court Administrator to extend a trip for personal reasons.
 - 2) There must be no added cost to the Judiciary for the extension of time. The Judiciary shall not incur any costs for lodging, car rental, or per diem for the length of the personal stay. Additionally, the Judiciary will not pay for transportation to/from destination(s) that differ from the destination(s) approved for Judiciary business.
 - 3) The traveler must provide the Department of Finance with a flight cost comparison provided by the designated travel agency or the vendor engaged by the Judiciary prior to booking, to show that the cost of transportation with personal business does not exceed the cost of transportation without personal business. If any additional expenses

are incurred as a result of such an extension, the employee must make payment to the Judiciary in accordance with Section 5.1.1(b)(2).

- 4) The Purchase Order (MPA or designated travel agency release) issued must not include dates traveled on personal business.

5.2.2. Booking Procedures.

a) Transportation Arrangements.

- 1) Any judicial employee who has been authorized to travel out-of-state for judicial business shall use the designated travel agent utilizing the Master Price Agreement (MPA) or the vendor engaged by the Judiciary to procure transportation arrangements (air, rail, and ground transportation, including motor vehicle rentals) through the State Court Administrator's Office. The MPA or designated travel agency includes any travel arrangements which are necessary relating to a judicial employee's position, but which are paid for with non-state funds.

- A. A Purchase Order (MPA or designated travel agency release) will be required for all travel services. The PO must include:
 - Traveler name;
 - Destination;
 - Purpose of Travel;
 - Estimated Costs; and
 - Travel dates—every effort must be taken to minimize the number of days needed for travel. Documentation and prior approval is required for extra travel days.
- B. Each traveler must obtain a Requisition/Purchase Order number and two-digit Alpha Code (always SS) from the State Court Administrator's Office for all authorized travel arrangements. These are required before travel arrangements can be made.
- C. Upon obtaining the Requisition/Purchase Order number and two-digit Alpha Code, the traveler is to contact the designated travel agency or the vendor engaged by the Judiciary to make the necessary travel arrangements.
- D. All judicial personnel authorized to travel out-of-state are required to provide the following information to the designated

travel agency or the vendor engaged by the Judiciary for procurement and billing purposes:

- Identification as an employee and/or authorized traveler of the Rhode Island Judiciary/State of Rhode Island;
- A complete traveler profile application, if required;
- The Requisition/Purchase Order Number and two-digit Alpha Code;
- Detailed travel itinerary and plans (including lodging check-in and check-out dates); and
- An email address and/or office address for travel arrangement confirmations and receipt of any necessary tickets.

E. Upon completion of the arrangements, the designated travel agency or the vendor engaged by the Judiciary shall forward to the traveler a complete itinerary and any necessary tickets. The traveler should immediately review same for accuracy.

- All issues during travel, including canceled/delayed flights, must be brought to the attention of the designated travel agency or the vendor engaged by the Judiciary so that they can assist with any rebooking needs.
- The designated travel agency and the vendor engaged by the Judiciary are required to maintain a 24 hours/day, 7 days/week service.
- Any travel plan changes or cancellations outside of normal business hours can be completed by calling the toll-free number assigned by the designated travel agency or the vendor engaged by the Judiciary.

F. Any issues with the designated travel agency or the vendor engaged by the Judiciary should be brought directly to the attention of the State Court Administrator.

2) The designated travel agency or the vendor engaged by the Judiciary shall charge the Judiciary's Purchase Card for all authorized transportation expenses during the Purchase Card billing cycle.

A. No advance of cash shall be made to the traveler.

B. A contact person from the Department of Finance shall: (1) edit the accounting on the Purchase Card online account, if needed; and (2) print a Transaction Detail with Account Codes and Notes

report and the monthly statement from the Purchase Card online account at month's end. The printed report and statement shall become part of the Judiciary's monthly reconciliation package and shall be submitted to the Department of Administration Office of Accounts and Control once per month for payment. The Transaction Detail with Account Codes and Notes report must include:

- Traveler name;
- Requisition/Purchase Order number;
- Account number(s) charged; and
- Transportation charges, including the common carrier name, the departure and destination points, date(s) of travel, and total cost.

C. Upon submission of the Judiciary's monthly reconciliation package, the Department of Administration Office of Accounts and Control shall import all Purchase Card account information into the State Accounting System for payment. The Department of Administration Office of Accounts and Control will charge the appropriate cost for each transaction based on the accounting selected by the Judiciary's contact person (see Section 5.2.2(a)(2)(B)).

b) Lodging Arrangements.

1) Lodging shall be secured and guaranteed by the designated travel agency or the vendor engaged by the Judiciary via the State Court Administrator's Office using the Judiciary's Hotel Card (a credit card used specifically and exclusively for hotel purchases). However, if a conference or particular lodging destination has "block rooms" available at a discounted rate, the traveler may have to make reservations with the hotel directly and submit for reimbursement rather than use the Judiciary's Hotel Card.

A. Reservations made directly with a hotel cannot be serviced by the designated travel agency or the vendor engaged by the Judiciary. To avoid any potential fees if changes or cancellations are required, it is the traveler's responsibility to ensure the hotel is notified in a timely manner. The Judiciary will not be responsible for hotel charges if an employee fails to notify a hotel of a change or cancellation.

- B. At the time reservations for lodging are made, the traveler should inquire about the lowest cost ground transportation available to/from the hotel to/from any common carrier terminal.
- 2) Upon departure, the traveler is required to carry the Judiciary's Hotel Card and use such card to charge all room and room tax charges. The traveler must make arrangements to obtain the Judiciary's Hotel Card from the State Court Administrator's Office before departure and, upon returning to work, must return the Judiciary's Hotel Card within three (3) business days.
 - 3) Upon check-in, the traveler must ensure that the hotel or lodging accommodation has the Judiciary's Hotel Card on file.
 - 4) The traveler must use a personal credit card for any incidental charges (e.g., food, room service, parking, beverages, in-room movies, etc.), even if reimbursable under the Judiciary's Travel Policy and Procedures. The Judiciary's Hotel Card is never to be used for food services or any other incidental charges incurred at a hotel or lodging accommodation.
 - 5) Upon check-out, the traveler must verify that the hotel or lodging accommodation has correctly charged the Judiciary's Hotel Card for room and room tax charges only, and that the traveler's personal credit card was charged for incidentals, if any. The traveler must request a receipt for both sets of charges.
 - 6) If the traveler follows this Travel Policy and Procedures but the hotel or lodging accommodation incorrectly charges the traveler's personal credit card for room and room tax charges, the traveler should advise the Department of Finance as soon as possible, and the Department of Finance will attempt to correct the charge directly with the hotel or lodging accommodation. Alternatively, the traveler may submit a request for reimbursement, which will be allowed if this Travel Policy and Procedures was followed. Similarly, in the event of an overcharge for lodging or if the traveler returns earlier than planned, which results in a credit due to the Judiciary, the traveler is responsible for notifying the Department of Finance, which will obtain reimbursement from the hotel or lodging accommodation.

c) Third Party Payors.

1) If a third-party bears responsibility for the travel costs of a judicial employee, the traveler and third-party payor shall be expected to comply with the Judiciary's Travel Policy and Procedures to the extent applicable, except that:

G. If the third party will be paying common carriers, lodging accommodations, and/or vehicle rental companies directly and reimbursing the employee directly, the traveler may use the booking procedures in Section 5.2.2(a) and (b) or may make travel arrangements independently; and

H. If the third party will be reimbursing the state directly for the costs of common carriers, lodging accommodations, vehicle rentals, meals and/or other travel costs, the traveler must use the booking procedures in Section 5.2.2(a) and (b).

I.

d) Miscellaneous Procedures.

1) Emergency travel. Emergency travel demands (defined as non-voluntary travel required in the next twenty-four (24) hours that would otherwise have been impossible to plan in advance, including cancellations and changes to travel arrangements) that arise during or outside of normal business hours may be necessary. For example, the court orders a social worker on Tuesday to place/pick up a child out-of-state on Wednesday. Emergency travel demands during normal business hours may be approved by contacting the appropriate supervisor or authorizing agent and the State Court Administrator. Emergency travel demands outside of normal business hours may be arranged by calling the toll-free number assigned by the designed travel agency or the vendor engaged by the Judiciary. Documentation must be provided detailing the event(s) necessitating the emergency travel demands. A Purchase Order (MPA or designated travel agency release) is still required for all emergency travel but is not required prior to booking; the MPA or designated travel agency release must be forwarded to the designated travel agency or the vendor engaged by the Judiciary as soon as possible. In the event the State Court Administrator determines that a cancellation or change in travel arrangements was not necessitated by an emergency or other justifiable reason, the traveler may be required to bear personal responsibility for all or a portion of the related costs.

- 2) Bonus programs. Travelers are prohibited from using bonus programs that allow them to accrue points for free travel (i.e. frequent flyer, frequent hotel guest, car rental club); individuals traveling on state funds are not allowed to personally benefit from state-funded travel. Judicial travelers should refer to Section 5.1.1(f) for a description of the process by which the Judiciary disposes of bonus points accrued by judicial employees traveling on state business.

5.2.3. Travel Expense Reports / Reimbursement.

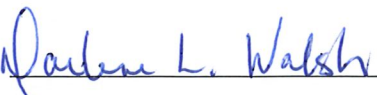
- a) The Out-of-State Travel Expense Report, attached hereto as Appendix B and available on the Judiciary's intranet on the Administrators' Resources page under the section title "Finance and Budget" must be used to for all out-of-state travel expense reports and reimbursement requests by judicial personnel. Any reference(s) on said form to the State of Rhode Island's travel policies shall constitute reference to the Judiciary's Travel Policy and Procedures.
- b) A travel expense report must be completed and submitted to both the traveler's Court Administrator and the State Court Administrator as soon as the traveler returns, but no later than fifteen (15) business days upon returning, regardless of whether the traveler is requesting reimbursement for out-of-state travel expenses. Any reimbursement request submission received more than one-hundred-and-twenty (120) days after the traveler's return date will not be processed.
- c) Documentation shall be appended to the travel expense report as follows:
 - 1) Travel itinerary (lodging, common carrier, and/or vehicle rental) (preferably, email confirmations);
 - 2) Tickets, boarding passes, or ticketless itinerary from the airline;
 - 3) Baggage fee receipts (first bag per traveler each way only, if applicable);
 - 4) Lodging detail bill/receipt (from the place of accommodation);
 - 5) Agendas or proof of attendance at judicial business, conferences or seminars;
 - 6) Vehicle rental bill/receipt;

- 7) Taxi/shuttle receipt(s);
 - 8) Parking/toll receipt(s);
 - 9) Copy of Out of State Travel Form(travel request form);
 - 10) Justifications for any exceptions (e.g., extra night accommodations, emergency travel) or missing documentation;
 - 11) Other supporting documentation as required by this Travel Policy and Procedures.
- d) Where proof of payment or an original receipt is required, credit card charge slips are not acceptable unless an itemized vendor receipt or invoice is attached.
 - e) No specific accounting for gratuities is required from the traveler.
 - f) Travel expense reports must be authorized and approved by both the traveler's Court Administrator and the State Court Administrator.
 - g) The travel expense report must be signed by the traveler and both the traveler's Court Administrator and the State Court Administrator. The signature of the traveler on the travel expense report shall constitute certification that the information submitted is accurate and valid, was incurred for official judicial business, and complies with the Judiciary's Travel Policy and Procedures. The signature by the traveler's Court Administrator and the State Court Administrator on the travel expense report shall constitute certification that the travel expenses comply with Judiciary's Travel Policy and Procedures and that the reimbursement sought is a proper charge against the State of Rhode Island.
 - h) Each department shall maintain a record or log of authorized travel. The record or log of such travel shall always be available for the purpose of audit or examination.
 - i) Upon review and approval of the travel expense report by the Department of Finance, the Department of Administration Office of Accounts and Control shall process payment to the employee.

6. Amendment and Suspension of Policy

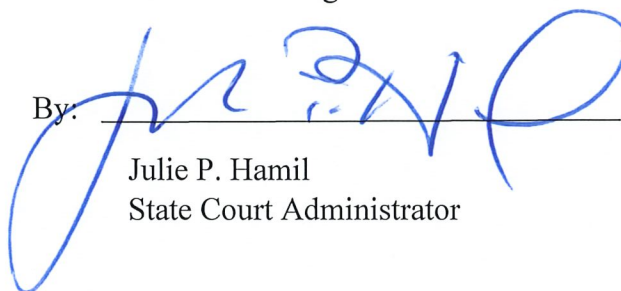
This policy, or any portion thereof, may be amended or rescinded by the Director of the Department of Finance with the approval of the State Court Administrator.

Adopted/amended on: 3/10/2023

By: 

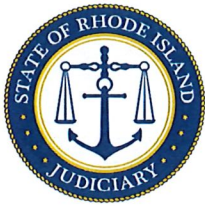
Darlene L. Walsh
Assistant State Court Administrator,
Finance & Budget

Approved on: 3/10/2023

By: 

Julie P. Hamil
State Court Administrator

Appendix A



STATE OF RHODE ISLAND JUDICIARY

SUPREME COURT

TRAVEL REQUEST

DATE: _____ PURCHASE ORDER NUMBER: _____

IN ACCORDANCE WITH THE RHODE ISLAND JUDICIARY'S TRAVEL POLICY AND PROCEDURES FOR IN-STATE AND OUT-OF-STATE TRAVEL, THE FOLLOWING OUT-OF-STATE-TRAVEL IS REQUESTED:

NAME OF TRAVELER: _____ TRAVELER TELEPHONE NUMBER: _____

DEPARTMENT/AGENCY: _____

PURPOSE OF TRAVEL: _____

ITINERARY: (From:) _____ (To:) _____

PERIOD COVERED: (From:) _____ (To:) _____
(Date Leaving State) (Date Returning to State)

PLEASE CHECK SERVICE(S) REQUIRED OF STATE TRAVEL AGENT:

TRANSPORTATION

HOTEL

AUTO RENTAL *

* **STATEMENT OF NEED/JUSTIFICATION SHOULD BE ATTACHED.**

PERSONAL AUTO

OTHER

RIFANS ACCOUNT(S) TO BE CHARGED:

GRANT FUNDED

GENERAL REVENUE FUNDED

CONTINUING LEGAL EDUCATION CREDIT YES NO

CONFERENCE WEBSITE _____

CONFERENCE CONTACT _____

CONTACT PHONE NUMBER _____

CONTACT EMAIL _____

RESPECTIVE COURT ADMINISTRATOR IS TO NOTIFY TRAVELER BEFORE TRIP OF: (1) JUDICIARY TRAVEL REGULATIONS AND (2) DOCUMENTATION REQUIREMENTS.

DEPARTMENT APPROVAL

I certify that this travel is in accordance with the department's current budget allotment.

Court Administrator

Date

Julie P. Hamil, State Court Administrator

Date

Revised December 2022

Appendix B



STATE OF RHODE ISLAND JUDICIARY

SUPREME COURT

OUT-OF-STATE TRAVEL EXPENSE REPORT

Employee Name _____ Employee Number _____
 Title _____ Department _____ Division _____
 Period Covered Start Date _____ Time _____ End Date _____ Time _____
 Purpose of Travel _____

<u>DESCRIPTION OF CHARGES</u>	
Air/Rail Charges	\$ _____
Hotel	\$ _____
Car Rental	\$ _____
Taxi/Shuttle/Parking/Tolls	\$ _____
Miscellaneous	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
LESS PAYMENT	\$ _____
LESS CREDIT DUE STATE	\$ _____
SUBTOTAL	\$ _____
MEALS: # _____	
Per Diem # _____ X \$ 50.00	\$ _____
Half Day _____ X \$ 25.00	\$ _____
_____	\$ _____
_____	\$ _____
SUBTOTAL	\$ _____
TOTAL	\$ _____
COMMENTS	_____
_____	_____
_____	_____

<u>REQUIRED DOCUMENTATION</u>		
	<u>Included</u>	<u>Not Applicable</u>
Travel Itinerary(s)	_____	_____
Hotel Detail Bill	_____	_____
Agenda	_____	_____
Car Rental Receipt	_____	_____
Copy of Travel Request	_____	_____
Taxi/Shuttle	_____	_____
Parking/Tolls	_____	_____
Miscellaneous	_____	_____

Note: Attach explanation for any missing documentation or justification/cost comparison for extra night's stay.

IF MILEAGE CLAIMED Vehicle(s) Make _____ Model _____ Year _____ Registration _____
 Auto Insurance Carrier _____ As of January 1 2023, the mileage rate is \$0.655.
 Auto Policy Expiration Date _____

DATE	FROM	TO	ODOMETER READING			ALLOWANCE MILES (rounded)
			START	FINISH	COMMUTE	
						0
						0
						0

_____ 0.655 \$ _____
 (rate)
 PLUS TOTAL REIMBURSEMENT _____
 TOTAL DUE TRAVELER \$ _____

ACCOUNT #	NAT ACCT#	AMOUNT

ACCOUNT #	NAT ACCT#	AMOUNT

I hereby certify that throughout the above dates I have maintained a valid operator's license and my vehicle(s) has been properly registered and insured; that the above mileage is correct and was incurred for official state business.; and that this Travel Expense Report complies with the Rhode Island Judiciary's Travel Policy and Procedures.

I hereby certify that this travel expense complies with the Rhode Island Judiciary's Travel Policy and Procedures and that the total listed above is a proper charge against the state.

 Signature of Traveler

 Signature of Court Administrator

 Julie P. Hamil, State Court Administrator

APPENDIX C



**RHODE ISLAND ADMINISTRATIVE OFFICE
OF STATE COURTS
DEPARTMENT OF FINANCE & BUDGET**

**OUT-OF-STATE TRAVEL
EXCEPTION AUTHORIZATION FORM**

Name of Traveler: _____

Dates of Travel: _____

Destination: _____

Purpose: _____

In accordance with the Judicial Travel Policy and Procedures for In-State and Out-of- State Travel, Section 5.2.1 – Authorization, I hereby request an exception to the following travel section (s):

Section: _____

Basis for Exception: _____

I understand that upon submission of my Out of State Travel Report (Form A-14) that I will be required to submit all supporting original receipts or when necessary, printed copies of electronic receipts. I also understand that I may only be eligible for reimbursement for that portion of the expense that is allowable under the Judicial Travel Policy. I certify that the reimbursement request is for the most economical rate available and understand that I may only be reimbursed for the most economical rate or method of travel.

Signed by: _____ Date: _____

Print Name Here: _____

Approval by Court Administrator/Designee:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Signed: _____	Date: _____	
Final Approval by State Court Administrator/Designee:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Signed: _____	Date: _____	

Appendix B



STATE OF RHODE ISLAND

ADMINISTRATIVE OFFICE OF STATE COURTS

250 BENEFIT STREET

PROVIDENCE, RHODE ISLAND 02903

TELEPHONE: (401) 222-6700 FACSIMILE: (401) 222-4740

CRIMINAL BACKGROUND INVESTIGATION AUTHORIZATION, RELEASE AND DISCLAIMER

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

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

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

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

State of _____ County of _____

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

Notary Public: _____

My commission expires: _____

Notary identification number: _____

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

Appendix C

RHODE ISLAND JUDICIARY GENERAL TERMS & CONDITIONS OF PURCHASE
--

Preamble

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

JUDICIAL PURCHASING OFFICE GENERAL TERMS & CONDITIONS OF PURCHASE

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

1. GENERAL

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

2. ENTIRE AGREEMENT

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

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

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

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

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

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

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

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

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

3. SUBCONTRACTS

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

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

4. RELATIONSHIP OF PARTIES

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

5. COSTS OF PREPARATION

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

6. SPECIFIED QUANTITY REQUIREMENT

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

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

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

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

7. TERM AND RENEWAL

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

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

8. DELIVERY/COMPLETION

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

9. FOREIGN CORPORATIONS

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

10. PRICING

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

11. COLLUSION

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

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

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

13. AWARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. SUSPENSION AND DEBARMENT

The Judicial Purchasing Agent may suspend or debar any contractor 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 contractor or contractor who knowingly engages as a subcontractor for a contract awarded by the Judiciary a contractor 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 contractor 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 contractor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

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

24. UNUSED BALANCES

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

25. MINORITY BUSINESS ENTERPRISES

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

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

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

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

- e. the firm making the offer specifies in its offer that it conforms to the definition of a Minority Business Enterprise; and
- f. the firm making the offer submits with its offer documentation from the Rhode Island Department of Economic Development showing that it has been certified as a Minority Business Enterprise.

26. VETERAN-OWNED BUSINESS ENTERPRISES

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

- a. the solicitation provides for such consideration; and
- b. the offer is fully responsive to the terms and conditions of the request; and
- c. the price offer is determined to be within a competitive range (not to exceed five per cent (5%) higher than the lowest responsive price offer) for the product or service; and
- d. the firm making the offer has been certified by the Rhode Island Department of Economic Development to be a small business concern meeting the criteria established to be considered a Veteran-Owned Business Enterprise. Three per cent (3%) of the dollar value of the work performed against contracts for construction exceeding \$10,000 shall be performed by Veteran-Owned Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Veteran-Owned Business Enterprises are available. Awards of this type shall be subject to approval, by the Chief Purchasing Officer, of a Subcontracting Plan submitted by the bidder receiving the award; and
- e. the firm making the offer specifies in its offer that it conforms to the definition of a veteran-owned business enterprise; and
- f. the firm making the offer submits with its offer documentation from the Rhode Island Department of Economic Development showing that it has been certified as a veteran-owned business enterprise.

27. PREVAILING WAGE REQUIREMENT

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

28. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

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

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

29. DRUG-FREE WORKPLACE REQUIREMENT

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

30. TAXES

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

31. INSURANCE

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

a. Comprehensive General Liability Insurance

1) Bodily Injury \$1,000,000 each occurrence/ \$1,000,000 annual aggregate

2) Property Damage \$500,000 each occurrence /\$500,000 annual aggregate

Independent Contractors

Contractual—including construction hold harmless and other types of contracts or agreements in effect for insured operations

Completed Operations

Personal Injury (with employee exclusion deleted)

b. Automobile Liability Insurance

Combined Single Limit \$1,000,000 each occurrence

Bodily Injury

Property Damage, and in addition non-owned and/or hired vehicles and equipment

c. Workers' Compensation Insurance

Coverage B \$100,000

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

32. BID SURETY

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

33. PERFORMANCE AND LABOR AND PAYMENT BONDS

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

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

34. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the Judiciary

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

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

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

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

b. Termination of a Contract by the Judiciary

1. Termination for Default or Nonperformance

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

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

2. Termination Without Cause

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

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

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

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

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

3. Contractor's Obligations in the Event of Termination

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

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

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

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

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

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

c. Stop Work

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

35. INDEMNITY

The contractor guarantees:

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

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

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

36. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, all contractors and 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;

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

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

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

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

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

37. FORCE MAJEURE

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

38. CHOICE OF LAW

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