STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

## BID SOLICITATION INFORMATION

| | |
|---|---|
| **Date: 11/18/15** | **RFP/LOI #: B2015027** |

**Project Name: HVAC Water Treatment Chemicals, Service and Testing – All Judicial Locations**

**Opening Date, Time and Place: December 17, 2015 at 10:00 AM**
**Purchasing – Rm. 1014, RI Traffic Tribunal 670 New London Avenue Cranston RI 02920**

**Pre-Bid/Proposal Conference:** ☒ No ☐ Yes ***** MANDATORY *****
Although there will be no pre-bid conference, site visits are strongly recommended. All bidders should visit and familiarize themselves with the HVAC chemical systems located at all Judicial locations so that they may respond accurately to this RFP.

**Bonds Required**:

Surety Bond ☒ No ☐ Yes Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the State of Rhode Island in an amount not less than five percent (5%) of the bid price.

Fidelity Bond ☒ No ☐ Yes

Performance Bond ☒ No ☐ Yes
The successful bidder will be required to furnish all insurance documentation as outlined in the attached Judicial Purchasing Rules & Regulations and General Terms & Conditions of Purchase available for inspection at www.courts.ri.gov

This solicitation is for the chemicals, service and testing needs for the treatment of all cooling towers, chilled water systems, condenser water systems and hot water heating systems located in all Judicial buildings.
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
670 New London Avenue, Cranston RI, 02920
Purchasing, Room 1006

The bid process and any resulting contract are subject to the Judicial Purchasing Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of the Judicial Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

The AOSC reserves the right to cancel this RFP, award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest. Proposals found to be technically or substantially nonresponsive at any point in the evaluation process will be rejected and not considered further. The AOSC may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

Questions concerning this solicitation may be e-mailed to the Judicial Purchasing Office at purchasing@courts.ri.gov **no later than December 1, 2015 at 10:00 AM**. Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

**Carla M Ciccone**
**Purchasing Agent**
**Rhode Island Supreme Court**

BSI 5/05

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price.

## INSTRUCTIONS AND NOTIFICATIONS TO BIDDERS

- Potential bidders are advised to review all sections of this Request 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 Request, 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 judicial locations or which are otherwise not received by the Supreme Court Purchasing Office by the time of opening for any cause, will be deemed late and will not be considered. **For the purposes of this requirement, the official time and date shall be that of the time clock in the Judicial Purchasing Office.**

- It is intended that an award pursuant to this Request will be made 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 their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

- Bidders are advised that all materials submitted to the AOSC for consideration in response to this Request for Proposals 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.

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670 NEW LONDON AVE, ROOM 1006
PROVIDENCE, RHODE ISLAND 02903
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# BID / RFP SPECIFICATION SHEET

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

Project Name: **HVAC Water Treatment Chemicals, Service and Testing – All Judicial Locations**

Project Number: **P2015027**

Prepared by: **Carla Ciccone – Purchasing Agent**

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

**Contents:**

**1.0 Overview**

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**Appendix A BCI Authorization and Disclaimer Form**

**Appendix B Rhode Island Judiciary General Terms and Conditions of Purchase**

## 1.0 Overview

The Administrative Office of State Courts ("AOSC") is seeking a company ("Contractor" or "Vendor"), to provide chemicals, service and testing for the treatment of its cooling towers, chilled water systems, condenser water systems and hot water heating systems at the judicial buildings specified below for a three (3) year period from 1/1/2016 to 12/31/19 per the specifications listed below.

## 2.0 Scope of Work

*General Qualifications*

The Contractor must comply with all applicable licensing and permitting requirements for this type of service. A copy of all required local, state and/or federal (if applicable) license(s) and permit(s) must be submitted with the RFP response. Submission of a bid is acknowledgement that any and all work performed in relation to this bid will be performed by personnel holding the required valid local, state and/or federal license(s) and/or permit(s), if required.

The Contractor must provide all documentation for the site required by statute, regulation or otherwise including, but not limited to, MSDS sheets and product bulletins which are posted in all applicable storage and/or mechanical rooms.

Contractors must demonstrate they have experience repairing and maintaining the equipment listed below under "Equipment" along with the knowledge and ability to support these systems for needed repairs and modifications.

The Contractor must be ISO certified.

The Contractor shall provide real time monitoring and control capabilities for product levels, polymer levels, and bacteria activity for all cooling tower applications.

The Contractor's personnel must be able to clean and chemically treat cooling towers and air handlers. No subcontractors will be allowed to provide this or any other service under this Agreement.

The Contractor must perform all required "break-ins", which is the refilling of all systems necessitated by repairs performed to the various heating and cooling systems. Payment for break-in services will be paid on an hourly basis and the chemicals used may be charged on a price per pound of chemical according to the amounts listed in response to this bid.

Any materials, chemicals and/or by-products of the services rendered by the selected Contractor that are not being utilized for the actual chemical treatment process shall be disposed of by the Contractor at no additional cost to the AOSC.

*Service Intervals and Requirements*

The Contractor must perform monthly inspections at all Judicial locations, to include but not be limited to; performing water analysis on maintained systems, maintaining the inventory of chemical levels and the AOSC's on hand inventory, maintain and keep up to date all MSDS data sheets at all locations, and inspect all chemical systems for proper operations. After the inspections are complete, a full report must be submitted to the AOSC's designated contact person within two (2) business days of completion of the inspections.

The Contractor must provide all necessary chemicals and equipment for the service, testing and treatment of the cooling towers, chilled water systems, and hot water boiler systems at all of the Judicial buildings specified below.

At the beginning of each heating or air conditioning season which entails the initial start-up of the chilled water, hot water and condenser water systems, the Contractor must perform four (4) consecutive weekly site visits and submit reports on the condition of the systems within two (2)

business days following the completion of these inspections. Reports must be submitted to the AOSC Facilities and Operations designated contact person. All work and site visits must be scheduled with Richard Blakely/Vinny Zabbo and/or the individual Building Superintendents.

The Contractor will be required to be on site during the visual inspections of the chiller tubes, hot water, and condenser water tube systems to be performed by the AOSC's mechanical contractor. At this time the Contractor must inspect the condition of said equipment and submit a report on the inspection. This report will be submitted to the AOSC's designated contact person within two (2) business days of the inspection.

The Contractor must familiarize each Superintendent with the proper operation of equipment.

Occasionally the AOSC's Facilities and Operations Department will want the Contractor to clean and disinfect the cooling towers at its Judicial locations pre-seasonally as recommended by OSHA. This service will solely be at the discretion of the AOSC's designated contact person. A separate price for this service must be quoted on the Bid Form in Section 8.0. This however will not obligate the AOSC to perform this service with the Contractor.

*Lab Analysis*

The Contractor must perform monthly lab analysis for all systems, including, but not limited to:

PH
Alkalinity
TDS (Solids)
Chlorides
Inhibitors
Bacteria

*Chemicals*

The Contractor must provide water treatment chemicals to minimize scale, corrosion, fouling and microbiological growth that are ISO certified.

The following chemicals are required:

**Section 1.01 COOLING TOWER**

Inhibitor (N - 3DT247)
Biocide (N - ST20)
Algaecide (N - 2838)
*or comparable to

**Section 1.02 HOT WATER BOILER**

Inhibitor (N - 2878)
*or comparable to

**Section 1.03 CHILLED WATER**

Inhibitor (N - 2878)
*or comparable to

*Equipment and Location*

It is the responsibility of the Contractor to visit each site and it is the responsibility of the Contractor to verify the systems' equipment and count.

Below is a listing of locations, systems located in them, quantity and their operation times.

| FACILITY | SYSTEMS | OPERATION | QUANTITY |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Licht Judicial Complex<br>250 Benefit St<br>Providence, RI 02903 | Condenser Water<br>Hot Water<br>Cooling Tower<br>Chilled Water | Seasonal*<br>Seasonal*<br>Seasonal*<br>Seasonal* | 1<br>1<br>1<br>1 |
| Garrahy Judicial Complex<br>1 Dorrance Plaza<br>Providence, RI 02903 | Condenser Water<br>Hot Water<br>Cooling tower<br>Chilled Water | Seasonal*<br>Seasonal*<br>Seasonal*<br>Seasonal* | 1<br>1<br>1<br>1 |
| Fogarty Judicial Annex<br>24 Weybosset St<br>Providence, RI 02903 | Condenser Water<br>Hot/Chilled Water<br>Cooling Tower | Seasonal*<br>Seasonal*<br>Seasonal*<br>Seasonal* | 1<br>1<br>1<br>1 |
| R. I. Traffic Tribunal<br>670 New London Ave<br>Cranston, RI 02920 | Hot Water | Yr Round | 1 |
| Noel Judicial Complex<br>222 Quaker Lane<br>Warwick, RI 02886 | Hot Water<br>Cooling Tower<br>Chilled Water | Yr Round<br>Seasonal*<br>Seasonal* | 1<br>1<br>3 |
| Murray Judicial Complex<br>45 Washington Square<br>Newport, RI 02840 | Condenser Water<br>Hot Water<br>Chilled Water | Seasonal*<br>Seasonal*<br>Seasonal* | 1<br>1<br>1 |

*Seasonal operation for the purposes of this bid may vary depending upon the start and end of the cooling and heating seasons, to be determined by the AOSC, each year of the contract term. The Contractor shall service seasonal equipment during all times of operation while in season and in use.

*Locations and Contact Information*

The locations to be serviced under this contract with contact information:

| Building | Contact Person | Telephone # | E-Mail |
|---|---|---|---|
| | Richard Blakely | (O) 401-222-8639<br>(C) 401-641-4252 | rblakely@courts.ri.gov |

| | | | |
|---|---|---|---|
| **All Buildings** | Vinny Zabbo | (O) 401-222-5405<br>(C) 401-871-6404 | *vzabbo@courts.ri.gov* |
| **Licht** | Jerry Costa | (O) 401-222-2323<br>(C) 401-265-6642 | jcosta@courts.ri.gov |
| | Ben Rivello | (O) 401-222-5400<br>(C) 401-575-8013 | brivello@courts.ri.gov |
| **Garrahy** | Don Rainone | (O) 401-458-3092<br>(C) 401-641-1718 | *drainone@courts.ri.gov* |
| | Mike Picillo | (O) 401-458-3092<br>(C) 401-793-6283 | *mpicillo@courts.ri.gov* |
| **Fogarty** | Jerry Costa | (O) 401-222-2323<br>(C) 401-265-6642 | jcosta@courts.ri.gov |
| | Don Rainone | (O) 401-458-3092<br>(C) 401-641-1718 | drainone@courts.ri.gov |
| **RITraffic Tribunal** | Allan Silva | (O) 401-275-2869<br>(C) 401-255-3580 | asilva@courts.ri.gov |
| | Russell Gomes | (O) 401-255-2866 | rgomes@courts.ri.gov |
| **Noel** | Sal Caputi | (O) 401-822-6703<br>(C) 401-575-6729 | *scaputi@courts.ri.gov* |
| | Tom Whalen | (C) 401-575-6729 | *twhalen@courts.ri.gov* |
| **Murray & McGrath** | Shawn Patrick Ryan | (O) 401-841-8380/ 401-782-4198<br>(C) 401-641-4492 | spryan@courts.ri.gov |

Site visits may be scheduled by contacting Richard Blakely at the Supreme Court Facilities, Operations and Security Office or the individual Building Superintendents at the various buildings.

*Site Inspections*

Site visits are mandatory. All bidders must visit and familiarize themselves with the systems and verify the equipment at each location so that they may respond accurately to this RFP. It is the bidder's responsibility to verify the equipment systems and counts.

*Reporting*

Within forty-eight (48) hours of each service call, treatment and/or inspection, a detailed written report of the results shall be submitted to, and reviewed with the Building Superintendent, along with specific treatment and application instructions. A copy of this report must also be forwarded to the designated contact person at the AOSC's Facilities, Operations and Security Office, 250 Benefit Street, Providence, RI. The contact person will be named at the time of the award.

Reports are to be sent to the Building Superintendent and facilities@courts.ri.gov.

*Charges*

Only approved charges for parts and labor will be allowed. Charges for travel, mileage, portal to portal, parking, and other miscellaneous charges will not be covered under the contract.

The bid must specify the percentage (%) markup over the Contractors cost for parts that will be extended to the AOSC.

*Security*

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

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

Courthouse deliveries are only permitted between the hours of 10:00 AM and 2:00 PM Monday through Friday. 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.

## 3.0 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 8.0 and **must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal"**. Only one pricing proposal needs to be submitted. All Bid Forms must be signed.

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

Pricing must include all costs as specified in Section 2.0 – Scope of Work.

Vendors must include on the Bid Form a list of at least four (4) references, other then the Judiciary, with whom they have contracted to do similar work by including the company name, telephone number and a contact person.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and certifications that show a knowledge of equipment that would be serviced under this contract.

Four (4) copies of your proposal must be submitted at the time of submission. Proposals must be in the following format:

Bid Form

Company overview

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.

## 4.0 Acknowledgment of Risk and Hold Harmless Agreement

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

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

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

## 5.0 Additional Insurance Requirements

In addition to the insurance provisions in the Judicial Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the AOSC shall include the AOSC, its divisions, officers and employees as Additional Insureds but only with respect to the 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 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 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 Vendor or its insurer(s) to the Judiciary's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the AOSC.

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

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

## 6.0 Evaluation Criteria

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

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

Proposals will be evaluated in two (2) phases:

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

| Evaluation Criteria | Importance |
|---|---|
| Ability to Meet Specifications | 40% |
| Price | 35% |
| Experience | 25% |

## 7.0 Miscellaneous

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

The AOSC reserves the right to renegotiate the terms of this contract with the Contractor for subsequent years provided the Contractor agrees to the contract terms for the renewal period.

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

The AOSC reserves the right to add or remove any building from the scope of this contract and any resulting change to the contract price will be negotiated per the Judicial Purchasing Rules and Regulations.

Bidders are encouraged to list any "value added" services that they offer, such as Coupon Racks, as such services will be considered in evaluating bids. "Value added" services must be listed on a separate page and submitted with the Bid Form.

## 8.0 Bid form

**Project**: RFP/LOI #: B2015027 - HVAC Water Treatment Chemicals, Service and Testing – All Judicial Locations

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

_____

_____

Will any of the work spelled out in this bid be outsourced? ____Yes _____ No

If so, please explain below:

_____

_____

_____

*General Information*

Have you or your firm been subject to suspension, debarment or criminal conviction by the AOSC, the Judiciary, the State of Rhode Island, or any other jurisdiction?
Yes: _____ No: _____

Has the AOSC, the Judiciary and/or the State of Rhode Island ever terminated contracts with your firm for cause?
Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the AOSC, the Judiciary and/or the State of Rhode Island during its performance?
Yes: _____ No: _____

Have you or your firm been involved in litigation against the AOSC, the Judiciary and/or the State of Rhode Island.
Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the AOSC, the Judiciary and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate 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 #2, Dated:_____

*References*

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

Reference #1

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Reference # 2

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Reference # 3

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Reference # 4

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

**Did you remember to:** **Initial Here**

1. Place the pricing proposal in a separate sealed envelope marked "Pricing Proposal"? _____

2. Prepare four (4) separate copies of your bid response (NOT including the Pricing Proposal) for submission? _____

## *Pricing*

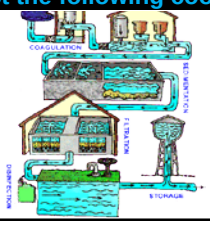
**Pricing must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal".**

**Only one pricing proposal needs to be submitted.**

Having examined bid #B2015027, we propose to enter into a contract with the AOSC to supply the services as per the bid specifications for the costs listed below:

| | 1/1/16 to 12/31/17 | 1/1/17 to 12/31/18 | 1/1/18 to 12/31/19 |
|---|---|---|---|
| **Monthly Costs for Water Treatment Services Licht, Fogarty, Noel, Murray, RITT (Cost Per Month)** | | | |
| **Monthly Costs for Water Treatment Services - Garrahy only** | | | |
| **Inhibitor (Cost Per LB of chemical)** | | | |
| **Oxidizing Biocide (Cost Per LB of chemical)** | | | |
| **Non Oxidizing Algaecide (Cost Per LB of chemical)** | | | |
| **Oxygen Scavenger (Cost Per LB of chemical)** | | | |
| **Hourly Rate for Service (Cost Per Hour)** | | | |
| **Percentage (%) markup over cost for parts** | | | |

**Cost to clean and disinfect the following cooling towers pre-seasonally as recommended by OSHA (Cost per occurrence).**

|  | 1/1/16 to 12/31/17 | 1/1/17 to 12/31/18 | 1/1/18 to 12/31/19 |
|---|---|---|---|
| **Licht** 1 Cooling Tower & Sump | | | |
| **Garrahy** 1 Cooling Tower & Sump | | | |
| **Fogarty** 1 Cooling Tower & Sump | | | |
| **Kent** 3 Cooling Towers & Sump | | | |

**Bid Form Signature**

_____ _____ _____

Bidder Name (Please Print) Signature Title

_____

Company Name

**Appendix A**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**
**ADMINISTRATIVE OFFICE OF STATE COURTS**
250 BENEFIT STREET
PROVIDENCE, RHODE ISLAND 02903
TEL: 401-222-6700
FAX: 401-222-4740

## CRIMINAL BACKGROUND INVESTIGATION AUTHORIZATION, RELEASE AND DISCLAIMER

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

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

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

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

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

_____
Notary Public (Print Name)

Commission expires on _____.

_____
Notary Public (Signature)

Project Name: _____

Project # _____ Date of Bid/RFP Specifications _____

***Copy of valid photo identification with date of birth must be attached to all BCI Authorization Forms.*** BCIF 08/08

## Appendix B

**RHODE ISLAND JUDICIARY**
**GENERAL TERMS AND CONDITIONS OF PURCHASE**

*Preamble*

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

### JUDICIAL PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All Judicial purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the judicial purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

GENERAL

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

2. ENTIRE AGREEMENT

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

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

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

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

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

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

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

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as

a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Judicial Purchasing Office, and expressly accepted.

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

3. SUBCONTRACTS

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

4. RELATIONSHIP OF PARTIES

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

5. COSTS OF PREPARATION

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

6. SPECIFIED QUANTITY REQUIREMENT

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

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

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

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

7. TERM AND RENEWAL

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the Judiciary's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the Judiciary's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the Judiciary's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the Judiciary's intent not to renew is served.

8. DELIVERY/COMPLETION

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

9. FOREIGN CORPORATIONS

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING

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

11. COLLUSION

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

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

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

13. AWARDS

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

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

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

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the Judiciary may, at the option of the Judiciary, be
   1. rejected as being non-responsive, or
   2. set aside in favor of the Judiciary's terms and conditions (with the consent of the bidder), or
   3. accepted, where the Judicial Purchasing Agent determines that such acceptance best serves the interests of the Judiciary.

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

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

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

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

g. The Judicial Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the Judiciary will be served by so doing.

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

i. Preference may be given to bids on products raised or manufactured in the State of Rhode Island, other things being equal.

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

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

14. SUSPENSION AND DEBARMENT

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

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

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

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

15. PUBLIC RECORDS

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

16. PRODUCT EVALUATION

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

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

b. All standards are minimum standards except as otherwise provided for in the Request or Contract.

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

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

17. PRODUCT ACCEPTANCE

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

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

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

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

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

18. PRODUCT WARRANTIES

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

19. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

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

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

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

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

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

20. THIRD PARTY PAYMENTS

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

21. SET-OFF AGAINST PAYMENTS

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

22. CLAIMS

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

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

23. CERTIFICATION OF FUNDING

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

24. UNUSED BALANCES

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

25. MINORITY BUSINESS ENTERPRISES

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

a. the offer is fully responsive to the terms and conditions of the Request, and
b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding $5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Chief Purchasing Officer, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT

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

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

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

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

28. DRUG-FREE WORKPLACE REQUIREMENT

Contractors who do business with the Judiciary and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. TAXES

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

30. INSURANCE

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

a. Comprehensive General Liability Insurance
   1) Bodily Injury $1,000,000 each occurrence/ $1,000,000 annual aggregate
   2) Property Damage $500,000 each occurrence /$500,000 annual aggregate

   Independent Contractors

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

   Completed Operations

   Personal Injury (with employee exclusion deleted)
b. Automobile Liability Insurance

   Combined Single Limit $1,000,000 each occurrence

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

c. Workers' Compensation Insurance
Coverage B $100,000

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

31. BID SURETY

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

32. PERFORMANCE AND LABOR AND PAYMENT BONDS

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

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

33. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the Judiciary

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

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

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

b. Termination of a Contract by the Judiciary

1. Termination for Default or Nonperformance

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

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

2. Termination Without Cause

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

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the Judiciary an accounting of the work performed up to the date of termination. The Judiciary may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

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

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

3. Contractor's Obligations in the Event of Termination

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

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

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

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

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

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the Judicial Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in

accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

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

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

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

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

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

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

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

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

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

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

g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any judicial facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;

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

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

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

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

l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the Judiciary to a third party. Confidential information means:

(1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or

(2) any information about the Judiciary gained during the performance of a contract that is not already lawfully in the public domain.

36. FORCE MAJEURE

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