



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: 09/14/2023	RFP/LOI#: B2023015	Pre-Bid/Proposal Conference: No
Project Name: Graphic Design and Printing Services		Pre-Bid attendance mandatory: N/A
Opening Time and Date: 10:00a.m., October 3, 2023		Pre-Bid time and date: N/A
Place: Purchasing Office, Room 1006 670 New London Avenue Cranston, RI 02920		Pre-Bid location: N/A

There will not be a pre-bid conference; however, each interested Vendor ****must**** supply two (2) relevant digital design samples to the Judicial Purchasing Office no later than September October 3, 2023, to have their bids considered.

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 graphic design vendor with printing services. 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 its best interests 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 September 21, 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 webpage.

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: Graphic Design and Printing Services

Project Number: B2023015

Prepared by: Carla M. Ciccone — Purchasing Agent

Contents:

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

Appendix A Booklet Examples

Appendix B BCI Authorization Form

Appendix C Rhode Island Judiciary General Terms & Conditions of Purchase

1.0 Overview

The Administrative Office of State Courts (the "AOSC") is seeking a company or sole proprietor (the "Vendor") to provide graphic design and printing services for the redesign of two (2), twenty (20) to thirty (30) page booklets for both print and digital use. The two (2) booklets are the Judiciary's Annual Report and Juror Booklet. The Annual Report is compiled and distributed on a yearly basis to members of the Rhode Island General Assembly as well as any interested internal or external parties. The Jury Booklet is a compendium of facts and information about jury duty distributed to all members of the public who serve on juries in this state.

The graphic designer or design firm will work directly with the Office of Community Outreach and Public Relations to complete these projects by a date negotiable within November 2023.

2.0 Scope of Work

A. Minimum Requirements

- Professional graphic design capabilities necessary to complete the desired design and/or redesign of the two (2), twenty (20) to twenty-five (25) page booklets requested. Copies of example pages from the current booklets are attached as **Appendix A** for the interested bidder's further reference.
- Ability to work in both print and digital formats is **required**. Print format must be in a standard 8.5"x11" fold booklet to be printed glossy. Digital format to be analogous.
- Printing services capability or partnership with a printing services provider.
- Ability and willingness to collaborate with the Office of Community Outreach and Public Relations on all aspects of the work.
- Ability to complete projects on a deadline basis.

B. Vendor Information

In addition to the information required under **Section 9.0 – Bid Form**, please provide information responsive to the following Vendor-specific prompts/questions:

1. Experience and Qualifications

- Provide a brief background of your organization, including the type of contracted projects you focus on.
- Have you designed print booklets for government organizations previously? If not, please describe analogous work you have completed in the past.
- What is your usually turnaround time on a design project of this type?
- Which electronic program(s) does your firm use to design?
- How many team members do you anticipate working on this project? Please provide their qualifications and relevant experience.

2. Work Samples

- The interested bidder **must** provide two (2) digital file examples of relevant design projects completed for other clients.
- **Failure to provide the required examples will result in automatic rejection of the bid.**

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 (“Releasers”) 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 Releasers’ use of or presence in and/or on judicial property. The Releasers 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 Releasers 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 Releasers’ 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 Releasers’ use of or presence in and on judicial property.

The Releasers 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. Releasers also acknowledge that any loss, damage, and/or injury sustained by Releasers are not covered by Releasees’ insurance. Releasers 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 the term of a contract issued pursuant to this RFP, security measures will be in place at all judicial 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 A**) for all of the Vendor's officers, agents, servants, and/or employees who may provide services under a contract awarded pursuant to this RFP at a judicial location ("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 at a judicial location. Personnel who are not on the list shall not, under any circumstances, be sent to perform such services. The Vendor is responsible for immediately informing 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 review based on the criteria below and the associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
References	35%
Design Style/ Aesthetic	25%
Price	25%
Ability to meet deadline	15%

8.0 Miscellaneous

The payment and performance of any obligations under a contract issued pursuant to this RFP 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 AOSC'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.

Bid results will be available for inspection in the Judicial Purchasing Office, and will be published on the "Purchasing" page of the Judiciary's website, accessible under the "Public Resources" tab at www.courts.ri.gov.

9.0 Bid Form

Project: B2023015 – Graphic Design and Printing 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 # B2023015, we propose to enter into a contract with the AOSC to perform services per the bid specifications for the cost listed below.

\$,				.		
----	--	--	--	---	--	--	--	---	--	--

Written dollar amount

Bid Form Signature

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

Appendix A

Juror Book sample
Annual Report sample



STATE OF RHODE ISLAND

SUPERIOR COURT

Guide to Jury Service



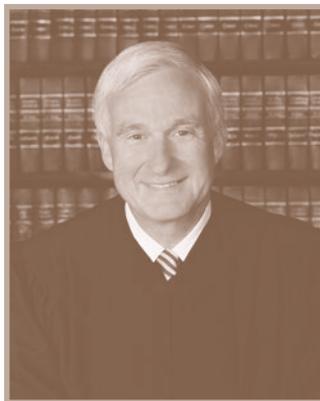
JURY COMMISSIONER'S OFFICE
Rhode Island Superior Court
250 Benefit Street
Providence, Rhode Island 02903

Providence/Bristol County (401) 222-3245
Kent County (401) 822-6865
Washington and Newport Counties (401) 782-4177

Welcome to the Rhode Island Judiciary.

On behalf of the Rhode Island judiciary, I welcome you to our courts and thank you for your service as a juror. The right to trial by jury is a fundamental principle of our democracy and is guaranteed by both the United States Constitution and the Rhode Island Constitution.

Jury service is not only a duty and privilege of citizenship, it is essential to our system of justice. In criminal prosecutions jurors protect the innocent and preserve individual freedom; in civil trials they ensure that the facts will be determined fairly and impartially. I hope that you find your jury service to be an interesting and rewarding experience.



Paul A. Suttell
Chief Justice

Paul A. Suttell
Chief Justice
Rhode Island Supreme Court





*Alice Bridget Gibney
Presiding Justice*

Dear Prospective Jurors:

You have been selected according to law to serve as a juror in the Superior Court for the State of Rhode Island. This booklet has been prepared to help you in the performance of that important duty. It should be studied carefully so that you may fulfill your obligation as intelligently and as efficiently as possible. As a juror, you will be performing one of the highest responsibilities of citizenship under our Constitution and laws.

You should be acquainted with certain benefits which you will receive as a juror and some of the details of your service. The current stipend paid to jurors is at the rate of \$25.00 per day for every day of attendance. This sum is not paid for Saturdays, Sundays, court holidays, or for other days when jurors are excused from service. Jurors serving in Providence County will also be provided with free parking and shuttle service to the courthouse. Public bus passes are also provided.

The courts are handicapped accessible. Reasonable accommodations will be provided to the visually-impaired and the hearing-impaired. Please contact the Office of the Jury Commissioner if such accommodations are desired.

In case of inclement weather, particularly snow and ice storms during the winter season, the Presiding Justice or the trial judge may excuse jurors and litigants from court attendance for a



day, or longer if necessary. Announcements concerning cancellation of court sessions will be broadcast over radio and television stations, as well as post. Therefore, on days when storms make travel difficult, you should listen for such announcements before leaving your home.

Each juror in Providence and Kent Counties is expected to serve for a period of two days, or one trial. If a case for which a juror is selected requires more than two days for trial, the juror must remain until the case is completed. In Washington and Newport Counties, a juror will serve for one day or one trial.

If you are summoned for service at a courthouse other than the Frank Licht Judicial Complex in Providence, you will be directed to the appropriate jury assembly area.

In Providence County, at any given time, approximately ten judges will be assigned to work together with juries on civil and criminal cases. Therefore, it is necessary that jurors be available for the empaneling of juries at all times. This may mean that some



jurors will spend time in the jurors' assembly area waiting for assignment. Such waiting time forms a part of the valuable service furnished by jurors. Your availability makes it possible for ten judges to function continuously in the disposition of jury cases. Some of these cases are disposed without trial because the litigants and the lawyers are aware of the fact that you are ready, able, and willing to decide the issues in their respective cases. For every case which is actually tried, four others are settled by the parties at the threshold of trial.



Each jury generally consists of 14 persons in criminal cases and 8 persons in civil cases, two being alternate jurors. Accordingly, there must be a sufficient number of jurors so that at least 25 may be sent to each judge where a jury is to be empaneled.

The court is keenly aware of the inconvenience encountered by jurors in the course of their service. Your willingness to discharge your duties in spite of this inconvenience is deeply appreciated and valued. Every effort will be made to avoid hardship and to keep inconvenience to a minimum. Court officers will operate in every way possible to extend to you the courteous consideration you deserve while participating in this important and integral part of the justice system. You make possible the implementation of the right to trial by jury — a cornerstone of our heritage of freedom.

I trust that you will find your experience interesting and that upon completion of your service you will enjoy the satisfaction which goes with having participated in the administration of justice.

Alice Bridget Gibney
Presiding Justice
Rhode Island Superior Court



INFORMATION A JUROR SHOULD KNOW

Trial by jury is the American democratic way of administering justice. In criminal cases, jurors decide whether the state has proven guilt beyond a reasonable doubt. Many civil cases, such as suits for damages caused by an accident or contract disputes, are also decided by a jury. Thus, jurors play an important and vital part in the administration of justice.

Accordingly, persons called for jury duty should not ask to be excused except for urgent reasons. The burden is widely distributed and no person is eligible to serve more than once every three years.

The court tries to reduce inconvenience to jurors as much as possible. Whenever jurors are not needed, they are excused from attendance. However, a sufficient number of jurors are



required to remain on hand in the event that one trial is completed and a new trial starts before the close of the day.

Jurors should realize the importance of their role in the justice system. They should perform their duties conscientiously, seriously, fairly and impartially, without being swayed by sentiment, emotion, or by any prejudices, likes or dislikes. Jurors must decide cases entirely on the law and the evidence presented to them and they must follow the instructions of the court (judge) as to the law.

In some cases, the parties may waive a trial by jury. In those cases, the judge determines both the law and the facts. But in cases in which the trial is by a judge and a jury, the judge decides the law and the jury decides the facts. Since in many cases the facts are at the center of the dispute, the importance of the juror's duty is apparent.



In each case the judge will give you instructions applicable to that case. The information in this pamphlet is not intended to take the place of, and must not encroach on, those instructions.

RULES OF THE JURY ASSEMBLY AREA

1. *All jurors must check in at the jury lounge every morning - no later than 9:30 a.m.*
2. *If you are on a trial, do not report to the 4th floor jury assembly area. Instead, report directly to the judge and courtroom to which you have been assigned.*
3. *Promptness is most important.*
4. *If for some reason you are going to be late or will be unable to report for jury duty please call the Jury Commissioner's Office promptly at 8:30 a.m. (Providence County - 222-3245; Kent County - 822-6865; Washington and Newport Counties - 782-4177). Please state your name and juror number and the reason you cannot report.*
5. *If you are dismissed early from the jury assembly area or a trial, please do not go into another courtroom to listen to any trials in progress. You should also refrain from lingering in the hallways.*
6. *If you have any questions pertaining to the above at any time, please see the officer in charge of jurors located in the jury assembly area.*



Thank you for your cooperation.
Eugene J. McCaffrey
Jury Commissioner
Rhode Island Superior Court



QUALIFICATIONS OF JURORS

All United States citizens over eighteen years of age who are registered to vote in any Rhode Island city or town or possess a Rhode Island driver's license or a Rhode Island identification card, or receive unemployment benefits, or file a state income tax return are eligible to serve as jurors, unless a legal exemption is claimed.

BEFORE TRIAL

Criminal Cases

The Parties

In criminal cases, the accused person is charged with having committed a crime against the peace and dignity of the entire community. The person accused of committing a crime is called the defendant. The defendant is ordinarily represented by a lawyer. If the defendant is financially unable to provide his or



her own attorney, the defendant will be represented by a member of the Public Defender's Office or by a court appointed attorney. The defendant may also represent him/herself: this is known as appearing "pro se."

Criminal prosecutions are brought by the Department of the Attorney General in the name of the State. Prosecutors have the burden of proof which, in a criminal case is "beyond a reasonable doubt."



The Charge

The action against the accused is brought by an indictment, criminal information, or a complaint. An indictment is a formal charge brought by a Grand Jury after hearing only the State's side of the case. A criminal information is



similar to an indictment, except that it is brought by the Attorney General rather than by a Grand Jury. A complaint is used in less serious criminal cases and is initiated either by a police department or by the Attorney General. Keep in mind that an indictment, information, or complaint is merely an accusation of wrongdoing; it is not evidence.

The Plea

The defendant may admit to the charge by entering a plea of "guilty" or "nolo contendere" (no contest). This plea has the same effect as a plea of guilty. In either case, there is no trial and the judge may impose a sentence.

The defendant may deny the charge by entering a plea of "not guilty." When a plea of "not guilty" is entered, the defendant is entitled to a trial by a jury of twelve people. The defendant is always entitled to the presumption of innocence.

Civil Cases

The Parties

A civil case is one involving a dispute between two or more parties and ordinarily seeks to recover a certain sum of money. The party who brings the suit is called the plaintiff. The plaintiff bears the burden of proof which in a civil case is by a "preponderance of the evidence." The party against whom the suit is brought is called the defendant.



The Complaint

The case is started in court when the plaintiff sets forth his or her claim in a written document called a complaint. This document is then filed in the Office of the Clerk of the Court.

The Answer

The defendant sets forth his or her response to the claim in a written answer which is also filed with the clerk.



Discovery

Discovery is a process by which the parties exchange information about the case. This may include questioning parties and witnesses or exchanging documents, photographs, and other paperwork. When discovery is completed, the trial process can begin.

SELECTION OF JURORS

Selection of Jurors

At the opening of a trial, 14 individuals are selected to try the cases in criminal matters (12 jurors and 2 alternates). In civil trials, 8 individuals are chosen (6 jurors and 2 alternates). The proper number of jurors are drawn from a panel of citizens qualified to serve as jurors and summoned for that purpose.

A panel usually numbers 25 to 35 people. Their names are put in a drum or barrel. From this drum, the Deputy Clerk assigned to a particular courtroom draws the names of prospective jurors who will make up the jury. Each name is read aloud, and the person takes a seat in the jury box. The



prospective jurors are then told about the parties and the lawyers and are given a general overview of the case.

The aim of this process is to obtain a fair and impartial jury. Therefore, the judge and the lawyers may question the potential jurors. This questioning process is called *voir dire*. Jurors must answer frankly and accurately, bearing in mind that the object is to determine whether any prospective juror is qualified to sit on the particular case or should be excused from participating in the trial.

If you think you may be disqualified from serving for reasons not brought out by the questions asked, you should rise in place and tell the judge and lawyers. If you have any information that may taint the other jurors or which is sensitive in nature, you may ask to speak privately with the judge and attorneys at the side bar.

If you think that you know certain facts about the case which would prevent you from rendering an impartial verdict, you must bring this to the court's attention.

The law also permits counsel for each party to excuse a certain number of jurors without giving any reason. These are known as peremptory challenges, and they are written on a form and handed to the clerk. No juror who is excused by a lawyer should feel that this is done for personal reasons. In fact, a lawyer may excuse a juror in one case and in another case be entirely satisfied to have him or her serve.



When a juror is excused, another name is drawn from the barrel and the voir dire process continues until a full jury is empaneled. When a full jury is seated, the clerk will then ask the jurors to rise and raise their right hands. As they do, the clerk will administer the juror's oath.

JUROR'S OATH

Jurors must swear to hear and consider carefully all the evidence, to weigh the issues intelligently and impartially, to consider the law as given by the judge, and to render a true and impartial verdict according to the law and the evidence.

Juror's Oath in Civil Trials

"You swear (or affirm) that in all cases between [party] and [party], that shall be committed to you, you will give a true verdict therein, according to law and the evidence given you: So help you God. (Or: This affirmation you make and give upon peril of the penalty of perjury.)" G.L. 1956 (1997 Reenactment) § 9-10-20.



Juror's Oath in Criminal Trials

"You swear (or, affirm) that you will truly try and true deliverance make between the State of Rhode Island and the prisoner (or, defendant) at the bar according to law and the evidence given you: So help



you God. (Or: This affirmation you make and give upon peril of the penalty of perjury.)”

CONDUCT OF THE JURY DURING A TRIAL

Attention

Each juror should pay close attention to the witnesses in order to hear their statements and to watch the witnesses’ mannerisms and actions. If you cannot hear a witness, you should let the judge know.

Jurors should guard against making up their minds about a case or even discussing its merits among themselves before all evidence has been introduced, the arguments have been made, and the judge has given instructions. Often evidence introduced by one side which sounds very convincing may be overcome or explained away by evidence from the other side later in the case.



Inspecting the Scene

In deciding a case, jurors are expected to bring to bear all the experience and common sense they possess, but they are not to rely on any private source of information. It follows that a juror should never take it upon himself or herself to inspect the scene of an accident or other event involved in the case, such as the operation of traffic lights or the like. Conditions may have changed since the occurrence in question.

If it is necessary and proper that the jury should make an inspection, the judge will send the jury as a body in the charge of a Deputy Sheriff.



Talking with Parties or Lawyers

Jurors should be careful while a case is on trial not to communicate on any subject with a lawyer or witness in the case. Likewise, a juror should refuse to listen if any outsider tries to talk about a case on which he or she is sitting. Jurors should state that it is improper to discuss the case or to receive any information about it except in the courtroom. If a person persists in talking about the case, it should be reported to the judge as soon as reasonably possible.



Discussions after Discharge

There is no restriction upon the right of petit jurors to discuss a case after they have been discharged from service.

However, be advised that statements by jurors as to what was said in the jury room can be misquoted and the parties in the trial may try to use juror comments to obtain a new trial. This can result in embarrassment and inconvenience to the jurors, who might then be called as witnesses or be required to give affidavits concerning such matters.

THE TRIAL

Opening Statements

Attorneys for each side may make opening statements. These statements, which outline the claims and the evidence, are not intended to be arguments. In a civil case, the attorney for the plaintiff (the person who initiated the lawsuit), makes an opening statement first.

In a criminal case, the prosecution makes an opening statement outlining to the jury the evidence which will be introduced to



prove the State’s case. The defense attorney may also make an opening statement at this time.



Witnesses and Evidence

In a civil case, the plaintiff presents his or her case first. In a criminal trial, the prosecution presents his or her case first.

Evidence may be introduced and witnesses may be called to testify. When a party asks questions of his own witness, that is called direct examination. At the conclusion of direct examination, the opposing party has the opportunity to question that same witness. This is called cross-examination by the adversary lawyer. If he or she feels it is necessary, the original party may ask the witness further questions after cross-examination. This is called redirect examination.

When the prosecution in the criminal trial, or the plaintiff in a civil trial, has concluded presenting witnesses and evidence, the defense may introduce evidence and witnesses. However, it is important to note that the defendant is not required to testify, put on witnesses, or introduce evidence.

However, if the defendant does decide to testify or to present any witnesses the opposing attorney may cross-examine each witness, and the defense attorney may follow that with redirect examination.

Rebuttal Witnesses

After the defense has rested its case, the prosecution in a criminal case and the plaintiff in a civil case, may introduce evidence and witnesses in rebuttal to explain or contradict evidence brought out by the defense.



Objections to Evidence

In both civil and criminal trials, the lawyers may make objections to questions asked or exhibits offered by the other side. A lawyer has the right to object to questions which he or she believes are not proper. If the judge believes that the question or the form of the question is improper, the objection will be sustained. If the judge thinks the lawyer is mistaken, the judge will overrule the objection.

Objections by the lawyers, or the ruling of the judge with regard to them, should not cause the jury to draw inferences for or against either side. The judge might decide every objection favorably to one side but this does not indicate that the case should be decided for that side.

The jury is permitted to hear that which is based upon the law of evidence as decided by the judge. Rules for the conduct of trials have been developed and adopted through experience. Rulings of the judge must accordingly be accepted as correct. Rules of evidence seek to keep jurors from being influenced by anything not dealing directly with the case.

Sometimes testimony is admitted which the court later rules should be stricken. When the judge says that certain testimony is stricken, the jury must not consider it during deliberations.

Conferences Out of Jury's Hearing

There are occasions during a trial when a conference may take place at the bench out of the hearing of the jurors. These conferences should give the jury no concern and jurors should not draw any inferences. Often, matters having to do with the



case are being discussed in this manner to avoid any possibility of confusing the jury about matters of law or procedure.

Closing Arguments

After all the evidence has been admitted, the lawyer for the defendant makes a closing argument. The purpose of this



argument is to help the jury remember and analyze the evidence and to convince the jury that, based upon the evidence, the defendant is entitled to a verdict in his or her favor.

When the defense has rested, the opposing attorney then presents his or her closing argument.

The opening and closing arguments of the lawyers are not evidence in the case, but are intended to be helpful to the jury in determining the facts. The arguments of the lawyers are an important part of a trial. The arguments are discussions of the evidence and help the jury recall pertinent aspects of the testimony. The lawyers naturally have a biased view because they are advocates. It is the clash of opposing views which helps the jury arrive at the truth.

The lawyers' and jurors' recollections of the evidence may, in all good faith, differ. The jury has the sole responsibility of deciding what facts are proven.

Charging the Jury

The judge and the jury are the two disinterested and dispassionate components in the administration of justice in the courts. When the lawyers have completed their arguments, the judge will then issue a charge to the jury. It is not the



function of the judge to indicate what decision should be reached. Accordingly, jurors should not speculate as to whether the judge has an opinion with respect to disputed facts.

It is, however, up to the judge to issue fair and impartial instructions about the relevant law governing the facts and the manner in which the jury is to deliberate. The judge will tell the jury what issues or questions must be decided. If there is more than one question, the jury should consider each question or issue separately.

The judge's charge also serves as a final reminder to the jurors of their oath to decide the case according to the law and the evidence.

Removing Alternates

Before the jury deliberates there is usually another step required to excuse the alternates. In a criminal case, the names of all the seated jurors are placed in a barrel and twelve final jurors are selected. In a civil case, the initial six jurors deliberate and the two or more alternates are excused. In a civil case, the parties may in some instances agree to allow all the seated jurors including alternates to deliberate. Those individuals sent to deliberate constitute the final jury. Before deliberations begin, the judge will appoint one juror to be the foreperson.

DELIBERATIONS

The jury retires to a designated room to deliberate its verdict. The Deputy Sheriff or the Jury Keeper will be stationed outside the jury room to prevent anyone from entering while the jury is deliberating.



Foreperson Duties

It is the foreperson's duty to act as the presiding officer, to maintain order during deliberations, to ensure that the issues are fully and fairly discussed, and to make certain that every juror is given the opportunity to express his or her opinion. The foreperson is also responsible for taking ballots and signing written requests made of the judge. A good foreperson keeps the discussion flowing and can save much time by securing efficient results.

Procedure in the Jury Room

When the jury retires to the jury room it may adopt whatever procedures it chooses. Perhaps one of the best methods is as follows: The foreperson sits at the end of the table and says: "Ladies and Gentlemen: The judge has told us there are three (or whatever the number may be) issues of fact to be decided." (Or perhaps, "There are three specific questions for us to answer.") Then, turning to the juror on his or her right the foreperson asks: "Mr. A, how do you think the first issue should be decided?" Then the foreperson asks the same question to juror B, C, and so on around the table. After full discussion, a vote is taken. The other issues are then discussed in the same way and voted on. The final verdict must be agreed to by **all jurors** in both civil and criminal cases.

Questions

If during the course of their deliberations the jurors wish to ask a question of the judge concerning their procedure, or if they desire further instructions, the foreperson, through the Deputy Sheriff in charge of the jury, may send a note to the judge. It is then for the judge to decide whether the request should be granted.



LEGAL TERMS AND DEFINITIONS

Action, Case, Suit, Lawsuit - These words mean the same thing. They all refer to a legal dispute brought into court for trial.

Argument - The presentation of the review of the evidence and the summation by the attorneys at the end of the case.

Charge or Instructions - The outline of the rules of law which the jury must follow during deliberations when deciding the factual issues submitted to them.

Civil Case - A lawsuit is called a “civil case” when it is between persons in their private capacities or when the government or some department of government sues an individual. This is to be distinguished from prosecuting a criminal charge.

Clerk - An assistant who sits at the desk in front of the judge and keeps a record of all papers filed. The clerk has custody of all the pleadings and records, the travel of the case, the orders made by the court during the trial, and the verdict at the end of the trial. The clerk also administers the oath to the jurors and all witnesses before they testify and marks all exhibits when they are received in evidence.

Court Reporter - The court reporter takes down on a machine everything said during a trial, which constitutes the stenographic record in the case. These notes may be transcribed later should an occasion, such as an appeal, require it.

Criminal Case - A lawsuit is called a “criminal case” when it is between the state on one side as plaintiff and a person or corporation on the other side as defendant. The defendant is charged with committing a crime, and the verdict will usually be “guilty” or “not guilty.”



Cross-Examination - The questions which a lawyer poses to the litigant or witnesses on the opposing side.

Defendant - The person against whom a lawsuit is brought.

Deposition - Testimony which is written out in question and answer form, just as it would have been given in court. It may sometimes be read at the trial because of illness or absence of a party.

Deputy Sheriff - The officer of the court who waits upon the court and the jury and maintains order in the court.

Exhibits – Articles, pictures, correspondences and documents which are received in evidence.

Issue - A disputed question of fact. It is sometimes spoken of as one of the “questions” which the jury must answer in order to reach a verdict.

Jury Panel - The whole number of prospective jurors from which the trial jury is chosen.

“Objection Overruled” or “Overruled” - These terms mean that in the judge’s opinion the lawyer’s objection is not applicable under the rules of law. The judge’s ruling, so far as a juror is concerned, is final and may not be questioned.

“Objection Sustained” or “Sustained” - When a lawyer objects to certain testimony the judge may say “objection sustained” or merely “sustained.” This means that the judge agrees that under the rules of law the lawyer’s objection is upheld. This ruling likewise is not subject to question by jurors.

Parties - The plaintiff and defendant in the case. They are also sometimes called the “litigants.”

Plaintiff - The person who initiates a civil case.



Pleadings - The complaint of the plaintiff and the answer of the defendant, together with similar papers which the parties in a civil case file with the Clerk of the Court, and are statements of their claims against each other.

Record - This refers to the pleadings, the exhibits, and the word-for-word record by the court reporter (stenographer) of all proceedings at the trial.

Rest - This is a legal phrase which means that the lawyer has concluded the evidence he or she wants to introduce at that stage of the trial.

Striking Testimony - Sometimes the judge will order certain evidence or testimony stricken from the record. When this is done, the jury will treat the stricken evidence as though it had never been given and completely disregard it.

Trial Jury - Jurors sworn in as a jury to try a particular case.

Verdict - The finding made by the jury on the issues submitted to them.

Witness Subpoena - The document which is issued for service upon a witness to compel an appearance in court.



CONCLUSION

These are some of the things a juror should know. After you have read this booklet you should have a clearer idea of the duties and responsibilities of a juror. You should also have a better understanding of the way in which the courts do their work.

It is a privilege enjoyed by the free citizens of our country to participate in the administration of justice - to decide the facts and apply the law impartially to all litigants, whether rich or poor, whether man or woman, whether a corporation or an individual, and without regard to race, color, creed, or sex.

When you have conscientiously discharged that duty you will have demonstrated the effectiveness of the democratic system.



RHODE ISLAND SUPERIOR COURT JUDICIAL ROSTER

Presiding Justice Alice Bridget Gibney

Associate Justice Robert D. Krause

Associate Justice Melanie Wilk Thunberg

Associate Justice Stephen P. Nugent

Associate Justice Daniel A. Procaccini

Associate Justice Jeffrey A. Lanphear

Associate Justice William E. Carnes, Jr.

Associate Justice Kristin E. Rodgers

Associate Justice Brian P. Stern

Associate Justice Brian Van Couyghen

Associate Justice Sarah Taft-Carter

Associate Justice Luis M. Matos

Associate Justice Joseph A. Montalbano

Associate Justice Richard A. Licht

Associate Justice Maureen B. Keough

Associate Justice Melissa E. Darigan

Associate Justice Richard D. Raspallo

Associate Justice Linda Rekas Sloan

Associate Justice R. David Cruise

Associate Justice Kevin F. McHugh

Associate Justice Christopher Smith

Associate Justice Joseph J. McBurney

Special Magistrate Patrick T. Burke

Magistrate John F. McBurney III

Magistrate William P. Rampone

General Magistrate Gina K. Lopes

Adult Drug Court Magistrate Amanda Valentino

For more information, please visit us at
www.courts.ri.gov

THE JUROR'S CREED

*(Prize winning statement by Judge John H. Flanigan
of Missouri in a contest sponsored by the
American Citizenship Committee of the
American Bar Association, 1945)*

I am a juror.

I am a seeker after truth.

I must listen carefully with concentration to all the evidence.

I must heed and follow the instructions of the court.

I must respectfully and attentively follow the arguments of the lawyers, dispassionately seeking to find and follow the silver thread of truth through their conflicting assertions.

I must lay aside all bias and prejudice.

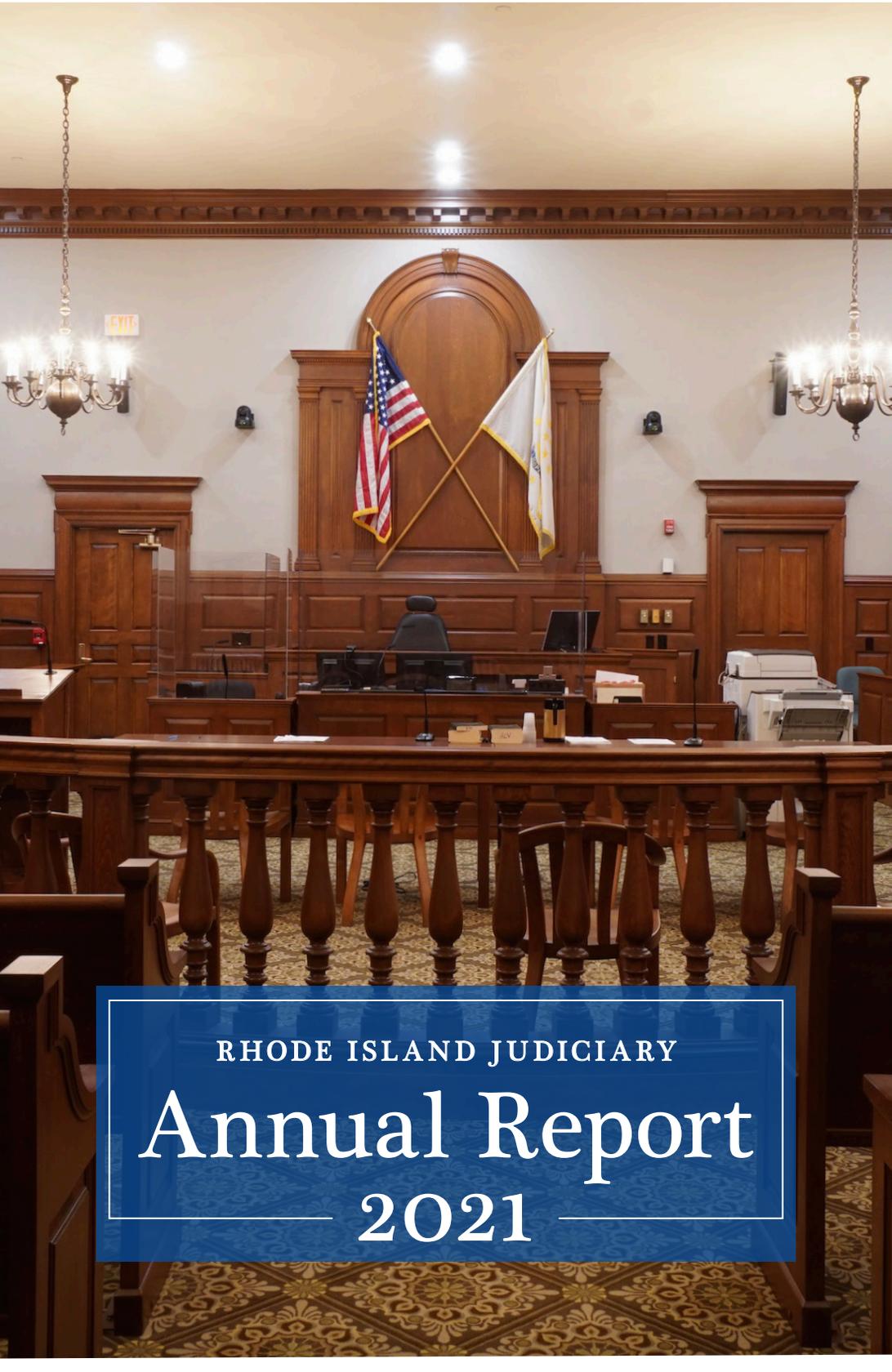
I must be led by my intelligence and not by my emotions.

I must respect the opinions of my fellow jurors, as they must respect mine, and in a spirit of tolerance and understanding must endeavor to bring the deliberations of the whole jury to agreement upon a verdict.

But I must never assent to a verdict which violates the instructions of the court or which finds as a fact that which, under the evidence and in my conscience, I believe to be untrue.

I must apply the Golden Rule by putting myself impartially in the place of the plaintiff and of the defendant, remembering that although I am a juror today passing upon the rights of others, tomorrow I may be a litigant whose right other jurors shall pass upon.

My verdict must do justice, for what is just is "true and righteous altogether;" and when my term of jury service is ended I must leave it with my citizenship unsullied and my conscience clear.



RHODE ISLAND JUDICIARY

Annual Report

2021

RHODE ISLAND JUDICIARY

Annual Report

2021

Letter of Transmittal

To the Honorable Members of the General Assembly:

As it had in 2020, the pandemic dominated most aspects of court operations in calendar year 2021 and profoundly altered the manner in which the Judiciary serves the public in the State of Rhode Island. The impact of the pandemic on court operations cannot be understated, however the Judiciary adapted to the constantly changing standards and requirements of the public health crisis and did not cease providing access to justice for all. The following is the 2021 Annual Report of the Rhode Island Judiciary, submitted pursuant to G.L. 1956 (2012 Reenactment) § 8-15-7, depicting relevant statistics and summarizing the Judiciary's service to the State of Rhode Island.

In 2021, judges and court staff adapted to working remotely; they learned new technologies and conducted remote hearings on WebEx. Our courts transformed our operations and developed new practices to ensure continued access to justice. Even jury trials – perhaps the most problematic court proceeding to conduct under COVID-19 protocols – were successfully held with much careful planning and precaution. The retrofitting and installation of Plexiglas in our courtrooms and clerks' offices seemed enough to fill a hockey rink or two. As we go forward, we will examine these new procedures to determine what innovations should stay and which ones can be happily jettisoned. We are in a period of unprecedented opportunity. We know that court operations and procedures will change, yet at this time there is still uncertainty as to what shape they will take post-pandemic.

Another area that was a significant focus for the Judiciary in 2021 is racial justice. Our courts must not only administer justice fairly and impartially but must also be perceived by the public as being fair and impartial tribunals. The courts' work in this regard is ongoing and imperative. The Supreme Court's Committee on Racial and Ethnic Fairness in the Courts has been indefatigable in its efforts to reach out and hear from the minority communities in our state. The Committee conducted listening sessions with the Black community, as well as the Latino, Hispanic and Asian communities. It heard from advocates and stakeholders in the deaf and hard-

of-hearing communities about challenges they face in accessing the courts. The Committee has sponsored educational programs on unconscious bias for judges and worked with a consultant from the National Center for State Courts to facilitate the difficult conversations that racial issues necessarily engender in the workplace. The Committee's efforts in addressing the vexing problem of long-standing court costs has been well-received across the state.

We continue to grapple with challenges associated with litigants who suffer from mental illness, and substance use disorders. The Judiciary is committed to exploring innovative programs to address the underlying issues that bring many people into the criminal justice system and we look forward to reporting significant progress in this regard in the Judiciary's next annual report. We are deeply grateful to our hard-working court employees, whose ingenuity, resilience and willingness to adapt to new court procedures made it possible to provide equal and accessible justice for all during 2021. Finally, we wish to recognize with thanks the exceptional service of J. Joseph Baxter Jr., who retired in 2021 after 38 years of service to our courts, including the last 17 as the state court administrator. Mr. Baxter kept the bar raised high in setting an example of what it means to be a public servant.

Respectfully submitted,

Chief Justice Paul A. Suttell and State Court Administrator Julie P. Hamil



Table of Contents

Pandemic Continuity of Operating	2
A Brief Timeline of Events	3
Pandemic Operations, Court by Court	7
For the Superior Court, a Near Sense of Normalcy	7
Adult Drug Calendar	7
Diversion Program	8
Extreme Risk Protection Orders	8
Termination of Probation	8
Court Annexed Arbitration Program	8
Settlement Week/Mediation Program	8
Family Court Builds on Innovations	9
Child Support	9
Divorces	10
Truancy Initiative	10
Family Services	11
District Court: Evictions Take on Urgency	11
Adapting to the Needs	11
Workers' Compensation Court	12
Mediation Program	12

Table of Contents

Medical Advisory Board	13
Diversity, Access to Justice and Efficient Court Services	14
Racial and Ethnic Fairness	14
Access to Justice	17
Language Access	17
Americans with Disabilities Act	18
Self-Represented Litigants	18
Community Outreach	18
Technology Upgrade	19
Facilities, Operations and Security	20
Courthouse Renovations	20
Finance and Budget	21
State Law Library	22
Law Clerk Department	22
Judicial Records Center	23
Domestic Violence Training and Monitoring	24
Mandatory Continuing Legal Education	24
Navigating the Court System	25
Court Governance and Administration	26
Recognition	30
Caseload Data Charts	34



In September 2021, The full Rhode Island Supreme Court sat in the courtroom for the first time in more than a year in fall 2021, with the addition of Plexiglas partitions and wooden extensions on either end of the bench.

Pandemic Continuity of Operations

An “easing” of pandemic conditions may best be used to describe the Rhode Island Judiciary’s experience in 2021, even as COVID-19 continued to make its presence felt among litigants, judicial officers and court staff, as well as the public at large. The success of court operations toward the administration of justice depended on constant implementation and monitoring of safeguards and business practices as caseloads began to climb from the lows of the prior year.

After more than nine months of experience dealing with the COVID-19 pandemic, the Judiciary began 2021 with the same health precautions implemented in 2020. Courtrooms continued to be outfitted with plexiglass, many employees continued to telework and courthouse access was restricted until September to only those parties whose presence

was required. Essential services were determined based on urgency and addressing the rights afforded to citizens by constitutional or statutory provisions while maintaining transparency.

Court caseloads began a slow return toward normal levels in 2021, increasing by 18 percent from the lows experienced in 2020, the peak pandemic year when case filings dropped by 26 percent. Still, at 157,787, the filings for 2021 were about 20,000 less than had been recorded in the years immediately prior to the COVID-19 emergency.

Courts, their judges and staffs, and litigants had been thrust abruptly into the world of virtual hearings and meetings using remote technology – a world that by the beginning of 2021 had begun to take on a sense of the new normal. Both the benefits and drawbacks

of remote technology were given strong consideration by the individual courts as they weighed how much of it to use going forward.

Despite all of the challenges and limitations created by the pandemic, the courts maintained daily calendars, heard all matters involving public safety and common constitutional rights, and continued to conduct business without interruption in perhaps the most difficult era the Judiciary has ever faced.

Many matters involving liberty interests as well as those involving personal and public safety, such as extreme risk protection orders, domestic violence restraining orders, and child protection orders are but a few of the difficult case types requiring timely resolution – often in person – by many of society’s most vulnerable.

As an aggressive COVID-19 evolved – expanding and contracting throughout the year – so, too, did the Judiciary’s approach with a range of protocols, policies, and executive orders by the individual courts to keep cases moving. This dynamic process was one of ongoing reevaluation and required creativity, constant communication with stakeholders, and untried steps. When it came to the fiscal impact of dealing with the unique working conditions brought on by the pandemic, the Judiciary’s Finance and Budget Office was able to continue normal business operations remotely, overseeing budgetary responsibilities and the case-related financial transactions of the unified judicial system’s six courts in their separate locations.

The first half of fiscal year 2021 presented new challenges for the Finance and Budget Office. The purchasing unit had finished fiscal year 2020 with the issues experienced by everyone in obtaining any personal protective equipment (PPE) to permit the Judiciary to remain open and protect employees from the virus. Items such as face masks, gloves, hand sanitizer, wipes, and other cleaning supplies were in short supply.

Additional responsibilities were also placed on finance and budget staff as COVID-19 expenses were offset with available federal funding. By the end of 2021, the Judiciary secured approximately \$1.5 million in federal funds for COVID-related expenses. The funds were used to purchase additional technology to support online/remote hearings across all courts and to allow the staff to work remotely. The funds also purchased PPE supplies and materials to maintain and meet appropriate social distancing guidelines in the courthouses.

A Brief Timeline of Events

As the new year turned, the Supreme Court welcomed two justices in the month of January: Erin Lynch Prata, a private practice attorney and former Senate Judiciary chairwoman, and Melissa A. Long, elevated from the Superior Court and the Supreme Court’s first member of color. The arrival of Justices Lynch Prata and Long also gave the Supreme Court a female majority for the first time, as they joined Justice Maureen McKenna Goldberg, the senior associate. Four other judges were sworn in the lower courts after having been nominated at the end of 2020.



Pandemic precautions for as much separation and social distancing as possible were installed in the courtrooms including Plexiglas around the judge's bench, clerk's desk, counsel table, and witness stand. Above, left, a Superior Court clerk works in a retrofitted courtroom at the Licht Judicial Complex. Accommodations for jurors included individual cubicles in the jury box, above right, with Plexiglass on three sides of each seat.

The District Court soon turned its attention in January to amending criminal protocols to add civil violations and certain misdemeanor offenses to its calendars by March after putting them on hold at the height of the pandemic restrictions. Protocols controlling evictions, one of the most vexing issues of the health crisis, also were extended through March. The Superior Court published protocols for continuity of operations for trials, in-person hearings, grand jury, access to the clerks' offices and other business.

In February, Supreme Court Chief Justice Paul A. Suttell gave an interview on local television to explain what the courts were doing to maintain continuity of

operations. February, March, and April brought a flurry of administrative orders as the individual courts sought to modify operations to the safest degree possible to protect the public and employees alike. By April, the news media were highlighting the Superior Court's readiness to resume jury trials. The Superior Court had been prepared for a criminal jury trial the previous October, but that case was postponed, and the defendant ultimately admitted the charges in a plea.

On May 3, the first jury trial in Rhode Island in more than a year began with jury selection in a Washington County murder case. The trial was held in Providence, which had the only courtrooms outfitted



Two women joined the Supreme Court at the beginning of 2021, resulting in its first female majority. From left: Justice Erin Lynch Prata, Justice Maureen McKenna Goldberg, Chief Justice Paul A. Suttell, Justice William P. Robinson III, and Justice Melissa A. Long.

with the needed Plexiglas. The case ended in mistrial 17 days later with a hung jury. Protocols continued to evolve into the summer, and as the pandemic waned, the Chief Justice lifted a mask requirement for vaccinated persons as of July 20, with plans to lift courthouse access restrictions for the public on September 7. While the access restrictions were removed, a masking requirement was reinstated in August when there was a notable increase in COVID-19 cases driven by the Delta variant. That masking requirement continued past the end of 2021.

While the general public was largely excluded from state courthouses until September 7, the courts continued to operate with a combination of in-person and remote hearings. When public access was reinstated, in-person hearings began to increase, but the courts, having adjusted to and appreciating the efficiencies of remote technology, continued to hold some proceedings virtually. Those practices are described by individual court on the following pages.



Courtroom 11, Superior Court, Providence

Pandemic Operations, Court by Court

For the Superior Court, a Near Sense of Normalcy

By the time the pandemic moved into its second year in 2021, the Superior Court had refined its protocols and safety measures to such a degree that there was a near sense of normalcy in the day-to-day operations of court calendars and business practices. Mask wearing continued to be the rule of the day along with social distancing, but adjustments to calendars and the regularity of hybrid, remote civil, and business calendars allowed for significant productivity.

The Superior Court was operating on all cylinders and jury trials became part of the weekly landscape, particularly in the last four months of 2021. A total of 71 jury and bench trials were held in 2021, a 34 percent decrease from the pre-pandemic year of 2019 when a total of 107 jury and bench trials were conducted statewide but a 48 percent increase over 2020 figures when jury trials were suspended at the onset of the pandemic for the better part of the year.

Criminal filings were up 10 percent over 2020, while civil filings were down 11 percent from 2020. This reduction in civil filings is directly attributable to a steadily declining number of hernia mesh lawsuits in each of the last three years.

The Superior Court held a total of 144,678 criminal and civil proceedings. In-person proceedings totaled 140,582 and 4,096 were conducted remotely. This total represented a 38 percent increase over the first year of the pandemic in 2020

and a 9 percent decrease in the number of proceedings from the pre-pandemic year of 2019. Case disposition rates were comparable to those in pre-pandemic years. Superior Court judges issued 105 written decisions in 2021.

One area of concern was the significant rise in the number of temporary restraining orders (TROs) that were filed during 2021. The Superior Court saw an increase of 25 percent over 2020 and an increase of 26 percent over 2019, with the filing of 741 requests for temporary restraining orders. From a societal perspective, there have been more personal disputes. The initial and follow-up hearings take judges away from handling scheduled civil matters in a timely fashion. Whether these personal disputes are the result of the pandemic, financial hardship or waning common decency, the reasons for the increase are unclear.

Adult Drug Calendar

The Superior Court's Adult Drug Program admitted 94 new participants and graduated 48, including some who entered the program in prior years. The program terminated 17 participants, leaving 166 active participants at the end of 2021. The program focuses on treatment while providing defendants an opportunity to have their records cleared if they complete the program. While admissions declined from 2019 to 2020 during the height of the pandemic, through 2021 there was a 31 percent increase in admissions over 2020, the highest admission rate in the last five years.

Diversion Program

The year 2021 saw the second full operating year of the Superior Court Diversion Program. A total of 651 candidates were referred to the program in 2021. Of the 651 referrals, 457 were accepted. There was a total of 475 candidates who graduated, 93 who were terminated, and 295 that were pending, including some who entered the program in 2020. A total of \$199,276 was collected in restitution payments on behalf of victims and 218 Diversion Program participants logged 9,214 hours of community service in various nonprofit agencies throughout the state.

In addition, participants received treatment for substance use disorder, gambling addiction, and mental health concerns. As the Diversion Program was only in its second year, recidivism rates are difficult to quantify or project; but of the first 93 graduates of the program in 2020, only 4 re-offended in the year 2021 for a 4 percent recidivism rate after the inaugural year.



Extreme Risk Protection Orders

In 2021, The Superior Court processed 33 “red flag” extreme risk protection orders:

27 in Providence County, 5 in Kent County, and 1 in Washington County. In 29 cases, a temporary order to surrender or prevent the purchase of a firearm was granted. In 13 of the 29 cases, a one-year order was granted; 11 orders were denied, and 5 cases were pending.

Termination of Probation

In its fifth full year after a Superior Court rule change, the Probation Termination Calendar allows individuals serving probation in the community to ask the court to end their probation terms early if certain criteria are met. In 2021, 224 hearings took place with 174 motions granted, 23 denied, and 24 continued.

Court Annexed Arbitration Program

In 2021, a total of 87 arbitrators participated in the Court Annexed Arbitration Program. The number of cases designated to arbitration in 2021, a total of 880, exceeded 2020 cases by 5 percent and was higher than the past five-year average. Forty-two percent of the cases designated to arbitration settled in 2021 and an estimated 50 percent more of the remaining cases are likely to settle in 2022. Court-annexed arbitration cases represented 13.2 percent of all civil cases, which was higher than the 10 percent average of the last several years.

Settlement Week/Mediation Program

Despite rising coronavirus cases in December 2021, the Arbitration Unit was able to safely schedule 121 cases for mediation during Settlement Week. As of late December, 53 percent of those cases had settled, 12 percent were pending settlement, 9 percent required further mediation, 21 percent did not reach settlement, and 5 percent were pending.



Magistrate Edward H. Newman sits on the child support calendar in Providence County Family Court.

Family Court Builds on Innovations

As the availability of vaccines began to relieve some concerns about the spread of COVID-19, and as the public began to learn how to safely interact, the Family Court regularly reassessed and revised its protocols for doing business. Of paramount importance were maintaining the procedures that were developed to enhance public access and the delivery of justice while avoiding unnecessary and inefficient pre-pandemic practices. Employees returned to working from the courthouses on a staggered basis in the spring of 2021. Most staff, including judicial officers, returned full-time after Labor Day. However, many case types did not return to in-person hearings. Juvenile drug calendar and immigration matters continued to be heard remotely. Judges on the child welfare calendar have taken advantage of the technological skills learned during the height of the pandemic to hold remote hearings for those matters amenable to the technology, and when

appropriate, to schedule in-person hearings for those matters not suited to the advances.

Child Support

Child support motions also continued to be heard remotely. Judicial officers presided from their chambers, courtrooms, or in some cases their homes. Likewise, court recorders and clerks worked from their desks, courtrooms, or homes. Lawyers and the parties participated with the aid of the Judiciary's video technology platform, WebEx, using computers, smart phones or landline telephones. This practice provided litigants with easy access to their hearings without the need to travel to the courthouse, find parking, arrange childcare or take a day off from their jobs. Not only has this been convenient, but remote hearings have greatly reduced overcrowding in the courthouse. Significantly, the Child Support Department in 2021 collected more than \$3 million above the 2019 pre-pandemic

amount collected. More child support cases were heard than in 2020, and as court staff and litigants become more accustomed to remote hearings, the Family Court expects a further increase in cases heard and amount of child support collected.

Divorces

Matters on the domestic relations calendars were heard remotely when appropriate and in-person when testimony and exhibits were involved. All uncontested divorces were scheduled for a remote calendar. The virtual clerk operation in the Domestic Relations Office assisted attorneys and self-represented litigants alike with questions and filings in real time. With the click of a button on the Judiciary website, the public can have a prompt face-to-face session with the virtual clerk. A website link also provides litigants who have been granted an uncontested divorce

access to a program that will assist them with producing two documents needed to finalize the divorce. The program is similar to interview-type programs that are widely available for income tax preparation. In 2021, 624 self-represented litigants used the program to finalize their divorces. The Domestic Relations Office has developed a bar code that provides easy access to hearings on a smart phone. These are available at the clerk's counter, from the virtual clerk, or by e-mail.

Truancy Initiative

The Juvenile Services Department began a voluntary initiative to address truancy issues involving elementary school-aged children in a program designed to face and resolve problems at the core. If parents agree to participate before receiving a court summons, the Family Court's Intake Department will attempt to work with the parents and the school



On what is arguably the happiest day of the year in Family Court, Chief Judge Michael B. Forte greets a child who has gained a family on National Adoption Day.

district without the need for formal civil or criminal proceedings. School departments quickly turned to the new program for intervention and as a method to provide needed services.

Family Services

In the fall of 2021, the Safe and Secure Baby Calendar resumed initial hearings in person. The Family Court Drug Treatment Calendar also held in-person intake meetings, but most follow-up sessions on both calendars then took place remotely. All Domestic Violence Calendar hearings have been in-person throughout the pandemic and were scheduled at staggered times to minimize the number of people in the courthouse at any one time. Court staff follow up with the most vulnerable survivors by telephone to assist with renewing restraining orders or obtaining heating and food assistance, as well as diapers, formula, and other child necessities.

The Women's Services Department convened an in-person National Adoption Day celebration in November. Twelve children were adopted into 11 families at the event, out of a total 279 adoptions approved by the Family Court in 2021 in both in-person and remote hearings. The Family Court's Mediation Department continued to focus on virtual service to the public. Except for mediation involving a petition to terminate parental rights, all mediations in domestic relations and child welfare matters were conducted remotely. Two Settlement Week mediation programs for divorces pending more than nine months and scheduled for trial produced an impressive 85 percent settlement rate.

District Court: Evictions Take on Urgency

In 2021, the District Court, in response to the COVID-19 pandemic, introduced several innovative programs to assist landlords and tenants involved in residential eviction proceedings. At the conclusion of the 2020 Safe Harbors rent relief program, the District Court joined with Rhode Island Housing to facilitate the Rhode Island Rent Relief program to distribute more than \$80 million to landlords and tenants in 2021 to satisfy rental agreements and to preserve tenancies, thereby keeping families in their homes.

Additionally, the District Court initiated a volunteer attorney program and orientation to allow lawyers to provide pro bono legal assistance to tenants facing eviction. The volunteer lawyers received Continuing Legal Education (CLE) credits for taking part. Several attorneys remarked to the court that they found their participation to be rewarding in a time of crisis for many during the pandemic.

In the fall of 2021, the District Court partnered with the Roger Williams University Law Clinic, Rhode Island Center for Justice and Rhode Island Legal Services on eviction cases. These organizations developed a pro bono collaborative program utilizing the services of law students through the Roger Williams Law Clinic and attorneys from Rhode Island Legal Services. The program was scheduled to continue in 2022.

Adapting to the Needs

Throughout the year, the District Court adjusted daily operations to control

the number of hearings scheduled, reduce overcrowding, and maintain safety protocols. These modifications to protocols and procedures allowed both criminal and civil calendars to move forward in a safe and productive manner.

In criminal cases, the Pretrial Services Unit continued to monitor all conditions of bail placed on a defendant by the court. Pretrial Services maintains offices in all counties. Despite a pandemic-related reduction of new filings, the unit handled 3,376 cases in 2021. Most of these cases were ordered to mental health and/or substance abuse treatment as a condition of bail.

The Rhode Island Veterans Treatment Calendar, which is administered by the Pretrial Services Unit, served 138 veterans in 2021. The court maintained its regular weekly schedule using both in-person and remote hearings in spite of the challenges created by the pandemic. The calendar’s coordinator was a panelist in a court-wide webinar on “Trauma Informed Practices in the Courtroom.” Additionally, the Veterans Calendar staff participated in the “Governor’s Challenge: Suicide Prevention Among Service Members, Veterans and their Families,” as well as a South County crisis intervention team training.

Throughout the pandemic, the District Court continued to hold weekly hearings on the Civil Certification Calendar in mental health cases. The court was able to manage these complex hearings with the cooperation of the state Department of Behavioral Healthcare, Developmental Disabilities and Hospitals, the Office of the Mental Health Advocate and other behavioral health providers.

Workers’ Compensation Court

With the COVID-19 pandemic heavily influencing business practices in 2021, the Workers’ Compensation Court heard most of its cases virtually through the first three quarters. Applying the lessons learned through the first year of the pandemic, the court served its litigants effectively and efficiently. Utilizing a mix of video and teleconference platforms, the court conducted pretrial hearings, lump sum settlements and mediation sessions remotely, allowing for trials to be conducted in person. This strategy allowed the court to ease the strain on the busy Garrahy Judicial Complex in Providence by only conducting matters in person when it was necessary for the progression of the case. The court kept to its statutory mandate to hear all new cases within 21 days of filing. In September 2021, the court returned to full in-person calendars, with the exception of a select group of hearing types during the spike in the omicron variant.



MEDIATION CASES

209 OUT OF **265**
had successful mediations

91% Settlement
Rate

Mediation Program

In its fourth year, the Workers’ Compensation Court’s Mediation Program experienced unprecedented growth and success. The program, established by Chief Judge Robert Ferrieri in 2017, enables parties to enter



Associate Judge Keith A. Cardoza Jr. sits on the Workers' Compensation Court in Providence. He is a member of the Supreme Court Committee on Racial and Ethnic Fairness in the Courts.

mediation proceedings when a case reaches trial level. Mediation sessions take place at the courthouse and are conducted by Workers' Compensation Court judges. The program has become a valuable tool for the court. Due in part to the program's past successes as well as COVID-19's impact on the global economy, the program experienced a 50 percent increase in cases referred from the prior year. A total of 265 cases were referred in 2021. Of those cases, 209 were successfully mediated, 19 cases saw no resolution and returned to trial, and 37 were still pending an outcome. Cases that reached a conclusion in the mediation process (settlement or return to trial) in 2021 achieved a remarkable 91 percent rate of settlement. The program, heralded by practitioners for its effectiveness, offers parties a straightforward approach to find a fair and mutually acceptable resolution to their cases.

Medical Advisory Board

The Workers' Compensation Court Medical Advisory Board continued to

play an integral role in the workers' compensation system through 2021. While meeting remotely for most of the year, the board was able to accomplish its core duties and ensure that the communication lines between the medical and legal communities remained open and clear throughout the COVID-19 pandemic. In 2021, the board, having the statutory authority to develop and update protocols and standards of treatment for the most common work-related injuries, reviewed and updated the acupuncture protocol, the temporomandibular joint (TMJ) disorder protocol, the spinal column stimulator protocol and the low back musculo ligamentous protocol. Periodically reviewing the board's 35 protocols ensures that injured workers and the health-care providers who treat them have the most current treatment options available to them should the need arise.

Diversity, Access to Justice and Efficient Court Services

Racial and Ethnic Fairness

It is difficult to think of a Judiciary committee that has gotten off to a more robust start in recent years than the Committee on Racial and Ethnic Fairness in the Courts, which was created in October 2020 by executive order of Supreme Court Chief Justice Paul A. Suttell.

The committee was formed in response to a summer of public unrest sparked by the deaths of George Floyd, Breonna Taylor, and Ahmaud Arbery along with a renewed national discussion about the corrosive impact of systemic racism that has been exposed by the devastating impact of the COVID-19 pandemic on the Black and ethnic minority communities.

From the committee's inception through the end of 2021 – a period of 15 months – the group of 12 judicial officers and 4 court administrative staff met 37 times as a whole and uncounted times in three subcommittees. Its important mission is to enhance public confidence in the independence, integrity, and impartiality of the Rhode Island Judiciary and to promote a fair and bias-free justice system by: 1) engaging in self-examination, education, and public outreach; 2) identifying areas of systemic racism, unconscious bias, disparate impact, and socioeconomic and other inequities; and 3) taking affirmative steps to self-monitor and combat inequities, so as to ensure a system that is accessible to all and treats all persons equally.

By the first quarter of 2021, the committee's Self-examination and Policy Subcommittee had drafted an internal survey of judicial officers for their impressions on implicit bias in court proceedings. It issued a public written and audio statement – “This We Believe” – that captured the spirit and guiding principles driving its work. The Public Engagement Subcommittee held meetings with community stakeholders, such as the American Civil Liberties Union of Rhode Island, the Rhode Island Human Rights Commission, and Rhode Island Community Justice. A partnership was established with the Center for Justice and Health Transformation, which obtained a grant to begin a campaign to introduce members of the Judiciary to the public at large. The Data Subcommittee focused on familiarizing itself with in-house data collection practices and capabilities relative to the demographics of court users across the board, in both criminal and civil proceedings, and whether such data could assist the committee with its overall mission.

In the second quarter of 2021, the committee inaugurated a web page describing its efforts and inviting public commentary. Focus turned to the impact of court fines, costs, and fees on litigants and their ability to move forward with their lives. A listening session on the topic was held with the Center for Health and Justice Transformation in March and a similar session with the United Way in June. These discussions would be the

Melissa A. Long is sworn in January 2021 as the first person of color on the Rhode Island Supreme Court. Flanking her on the State House steps is her husband, James E. "Ted" Long.





In June, the Supreme Court Committee on Racial and Ethnic Fairness kicked off an initiative with the Rhode Island Public Transit Authority, introducing a handful of judges to the public with bus placards. From left, Workers' Compensation Court Associate Judge Keith A. Cardoza Jr.; Supreme Court Justice Melissa A. Long, committee chair; James Vincent, RIPTA community outreach officer; District Court Associate Judge Melissa R. DuBose, and Superior Court Associate Justice Luis M. Matos.

precursor to a meaningful community initiative on debt review by the end of the year.

In June, the “When Justice Works” campaign to introduce judges to the community began with the rollout of professionally designed placards on public transit buses throughout the state. This multimedia campaign served as a catalyst for an eight-month statewide conversation reflecting on the concept of “justice” and what it means in the day-to-day lives of Rhode Islanders.

In the third quarter, the committee sponsored a presentation for all judicial officers on the Neuroscience of Decision Making at an annual fall conference. Select members of the committee began participating in the “Blueprint for Racial Justice,” a national initiative of the Conference of Chief

Justices and Conference of State Court Administrators, with support from the National Center for State Courts, “to take immediate and recognizable steps toward improving racial justice, equity and inclusion in the justice system. The Blueprint’s goal is to ensure that all court users, litigants, and community members across the country are heard, listened to, and respected by the nation’s justice system.”

The “When Justice Works” campaign continued in the fourth quarter with the public release of four short videos highlighting the views of four judges – one each from the Supreme, Superior, Family, and Workers’ Compensation Courts – on how justice works for them. The committee worked with the National Center for State Courts to secure funding for a multi-phase project involving a consultant who facilitated “Courageous

Conversations” or small group discussions among court employees about race, diversity, equity, and inclusion in the workplace and the legal profession. The project continued into the new year. A far-reaching highlight of the quarter was the first court debt review or remote ability to pay hearings in which judges from the Superior Court and a magistrate from the Rhode Island Traffic Tribunal held virtual sessions with litigants who registered to participate from the Nonviolence Institute in South Providence in late November. More than \$360,000 in court fines and costs were remitted for 117 people by the Superior Court. A much smaller amount was remitted by the Traffic Tribunal, but the magistrate found the session useful for helping people who did not have valid driver’s licenses. The session was deemed so successful that another session – this time to include the District Court – was planned for the first quarter of 2022. As the fourth quarter drew to a close, the Chief Justice appointed a new Data Governance Committee following the Supreme Court’s authorization in the fall of a plan to collect the demographic information on litigants that is widely seen as a useful tool to assess equal treatment of those who come before the courts.

Access to Justice

On November 15, 2021, the Rhode Island Judiciary announced the creation of the Access to Justice Office – a new department within the Supreme Court. The Access to Justice Office is responsible for overseeing three vital court services related to access to justice: language access through the Office of Court Interpreters, compliance with the Americans with Disabilities Act, and services for self-represented litigants. In

a news advisory, Chief Justice Paul A. Suttell noted the importance of ensuring access to justice, stating:

“Among the Judiciary’s challenges that have been starkly evident to me as Chief Justice is the rising number of self-represented litigants in our courts and the need for equal access to justice for our citizens with little or no financial resources in civil matters.

“While we often think of equal access as being for those litigants who cannot afford to pay for legal representation, it also includes prompt and effective language services for those who do not speak or understand English, as well as accommodations for people with disabilities. This new office will help to coordinate these and other attributes of true access to justice.”

Language Access

In 2021, the Office of Court Interpreters (OCI) provided language services in more than 7,750 events, a one-year increase of 32 percent, in 31 languages, with the most requested languages being Spanish (over 7,000), Portuguese (over 145), Cape Verdean Creole (over 350), Mandarin (over 80), and Arabic (over 40). The office also provided language services in rare languages such as Laotian, Tigrinya, Quiche, and Yoruba among others.

The 2021 numbers reflect the gradual expansion of business operations in response to COVID-19 improvements, which increased the number of cases being heard in-person. As in-person language services increased, remote hearings also continued. Staff worked seamlessly to adapt by providing interpreting services both remotely and in-person. The office increased its

workforce with the addition of a new Spanish staff interpreter position and announced the resumption of the National Center for State Courts Foreign Language Examination, which had been paused during the pandemic.

Americans with Disabilities Act

The Access to Justice Office continued assisting courts in complying with the Americans with Disabilities Act by providing courts users and litigants with reasonable accommodations. In 2021, the Judiciary provided services for the deaf and hard of hearing in more than 120 matters, including American Sign Language interpreters, Certified Deaf Interpreters, closed captioning for remote matters, and Communication Access Realtime Translation. The Judiciary saw an increase in the number of requests for closed captioning services due to an increase in the number of hearings and proceedings being conducted remotely via its WebEx videoconferencing platform.

The Access to Justice Office, in collaboration with the Committee on Racial and Ethnic Fairness in the Courts and the Supreme Court Diversity Office, conducted a training entitled “Inclusive Courtrooms: Serving the Deaf and Hard of Hearing” to discuss the Rhode Island Judiciary’s ADA accommodation policy for litigants, court users, and employees. A panel of sign language interpreters discussed providing interpreting services in the legal setting for members of the deaf and hard of hearing community, including access barriers that were heightened by the pandemic and the need for more interpreters.

Self-Represented Litigants

The Access to Justice Office continues to seek opportunities to improve

collaboration efforts among diverse partners, including traditional groups (i.e. lawyers, bar associations, and law schools) and non-traditional groups. (i.e. community organizations) to eliminate access to justice barriers and to ensure that those who encounter legal issues have meaningful access to justice. In addition, the Access to Justice Office will work with various courts in the unified state court system to identify specific needs and expand resources for self-represented litigants.

Community Outreach

With educational outreach and opportunities limited for much of the year because of the pandemic, the Office of Community Outreach and Public Relations nevertheless continued with its support of the national iCivics initiative and monthly outreach at the county courthouses. The Rhode Island Judiciary was among the first court systems nationwide to sign on with the iCivics project founded in 2009 by retired U.S. Supreme Court Justice Sandra Day O’Connor as a virtual teaching tool firmly rooted in the digital age, using online video games and competitions to make civics education fun and to inspire life-long civic engagement for each new generation. The project continued to thrive in 2021, being ideally suited for the extensive periods of at-home learning that occurred during the pandemic. In 2021, the number of registered iCivics teachers in Rhode Island increased by 9 percent to 1,995. iCivics continues to be used in 35 of Rhode Island’s 36 regular and regional school districts; 23 of its 27 charter and other state operated schools and 40 private schools.

Building on that virtual theme and the availability of remote technology, the Office of Community Outreach and Public Relations initiated virtual tours of the Rhode Island Supreme Court with the enthusiastic participation of retired Justice Gilbert V. Indeglia for high school classes. Starting in October, the program took place two Fridays per month, as Justice Indeglia narrated while a staff member panned the courtroom with a tablet camera. The judge then engaged the students in a two-way video connection for a relevant discussion of the U.S. Constitution or other suitable topic and took questions. From the courts' perspective, students have proven to be engaged in their studies and understanding of their government. The program became very popular and was booked well into the spring of 2022.

Technology Upgrade

In 2021, the Judicial Technology Center upgraded the receiving end (the courts) of the File and Serve electronic filing system to take advantage of new technology. Upgrades to the filer end were expected in 2022. The individual courts prepared for a significant upgrade to the Case Management System in 2022. The Rhode Island Traffic Tribunal's system was enhanced to allow motorists to submit documents electronically to streamline online processes. A new online calculator was initiated to assist the public in estimating fines and costs in traffic cases, an innovation that is expected to be replicated for criminal cases. The department facilitated remote business systems for employees to telework as the pandemic continued, also giving attorneys and other litigants improved



A class from Coventry High School participates in a virtual tour and lesson in the Supreme Court using remote conferencing technology.

access to court hearings. As in-person work gradually returned toward the end of 2021, the department upgraded the technological features in our courtrooms to improve WebEx video conferencing capability, as well as audio and visual presentations in the courtrooms for in-person sessions.

The refreshing of more than 700 personal computers was completed in 2021, and the department assisted in the request for proposals to redesign and improve the Judiciary’s website.

Facilities, Operations and Security

As each of the court facilities are significant capital assets of the State of Rhode Island, the Department of Facilities, Operations and Security takes seriously its responsibility for the care and preservation of these buildings. Its mission is to provide economical, efficient, and well-organized maintenance services to all of the Judiciary with professionalism, courtesy and proficiency; and to provide the highest level of security and safety for all employees of the Judiciary and the various state agencies located in our buildings as well as the citizens we serve.

Intensified cleaning continued to be implemented at all judicial facilities in 2021, according to Centers for Disease Control guidance, and cleaning protocols were updated as new information was released by the CDC and the Rhode Island Department of Health. Ninety-five percent of the enhanced cleaning in court facilities has been performed in-house. In addition to their normal routine cleaning of offices, courtrooms, bathrooms,

hallways, breakrooms, conference rooms, and common areas, building maintenance staff perform enhanced cleaning throughout the day. Frequently touched surfaces are cleaned daily. Additionally, plexiglass partitions continue to be provided as required and personal protective equipment (PPE) supplies are maintained and provided to employees and court users as requested.

Courthouse Renovations

At the Licht Judicial Complex in Providence, four of the five Supreme Court chambers were completely renovated along with the Supreme Court conference room in the summer of 2021. During the renovations, wallpaper and carpeting were removed and the wood floors were refinished to their original luster. Outdated plumbing was replaced, electrical wires were rerouted to remove tripping hazards, and walls were painted to period specific colors. These renovations brought back the chambers’ original splendor while adding modern appeal.

At the Murray Judicial Complex in Newport, both Superior Court courtrooms and the Family Court courtroom were renovated. Courtroom 2, which is the largest courtroom at Murray, was a very extensive project. All the woodwork at some point had been painted and needed to be completely stripped to bring the woodwork back to its original state.

At the Garrahy Judicial Complex in Providence, multiple courtrooms were renovated in the Family Court, District Court, and Workers’ Compensation Court. These courtrooms were in desperate need of refurbishment given the high volume that they see every



Recently refurbished Superior Court Courtroom 2 in the Florence K. Murray Judicial Complex, Newport County.

day. Many of the courtrooms had wall covering that needed to be removed. Carpets were in need of replacement and woodwork was refinished and repaired in all courtrooms. The improvements realized over the past year have been part of a multiphase project plan. An overhaul of the main room on the third floor of the Fogarty Judicial Complex on Weybosset Street in Providence began in 2021. The room is very large and has seen multiple uses throughout the building's history, including as a federal custom house. It has been used both as a courtroom and as office space. The room is being returned to its natural splendor of how it would have looked in the mid-1850s.

The Rhode Island Traffic Tribunal satellite courtroom at the Oliver Stedman Government Center in Wakefield was discontinued and vacated in 2021. During the fall, all equipment, including metal detectors, computers, audio equipment, and 37 benches were removed and dispersed throughout judicial facilities.

Finance and Budget

Working with the Office of Management and Budget (OMB) and the Pandemic Relief Office (PRO), the accounts payable staff worked to set up new accounts to separate COVID expenses by reporting responsibility and federal source.

The staff worked with Rhode Island Emergency Management Agency to identify COVID expenses that met the criteria to be reimbursed with emergency disaster relief funds. Identifying these expenses helped the state to maximize the expenses that would then fall under the state's CARES Act funding. Both sources of federal funding required the staff to complete unique and agency specific quarterly reporting to access reimbursements. The finance and budget staff also maintained all internal expense tracking to support the state court administrator's office in analyzing the costs that COVID added to the operating budget. The finance and budget staff continues to provide

budgetary data for COVID internally, as well as for related grant applications and post-award reporting to help reduce the fiscal impact of the pandemic on the state's General Fund.

In 2021, the finance office managed more than 400,000 unique case-related transactions including 153,000 receipts, processed deposits totaling over \$29 million dollars, and disbursed funds to over 4,200 unique individuals, state agencies, or other entities.

State Law Library

In 2021, the State Law Library rigorously worked to remain open to the public during the COVID-19 pandemic. This was its most important accomplishment. Its second-most important achievement during COVID-19 was to provide outreach to those who were unable to visit the library. This goal required outreach to two segments of users: court employees and the general public. The library provided court employees with the digital tools necessary to conduct legal research and continue to effectively perform their jobs remotely. Some contracts were renegotiated to expand their authorized use for court personnel. In order to assist the general public, the library initiated an extensive outreach plan by offering email and scanning document options for needed research material. These were all done on-site by library personnel who strived daily to be present so that others could work remotely.

A third initiative involved the completion of a digitization project that started in 2020. The COVID-19 pandemic solidified the importance of balancing digital and print content. The library

was acutely aware of the importance of this coexistence long before the public health crisis. In January 2020, the library decided to digitize the Sixth Division District Court decisions. These decisions represent a collection of cases that were appealed from administrative agencies to the District Court.

Fourth, the library utilized the COVID-19 pandemic to do some needed housework. The library staff diligently spent months analyzing and carrying out a much-anticipated weeding, shifting and realignment of the library's print collection.

Law Clerk Department

As the pandemic continued, the Law Clerk Department did not skip a beat as most law clerks teleworked through much of 2021. There were a few exceptions, as two law clerks worked a combination of remotely and in-person, and one law clerk worked in-person daily. Overall, the department saw an increase of 2.2 percent in assignments for 2021. To meet the research needs of judges and magistrates, the law clerks learned to strategically communicate utilizing online platforms such as Microsoft Teams, Zoom, and WebEx. In all counties, the department noted an increase of cases on the Superior Court Motion Calendar and Business Calendar. The department assisted in the consolidated proceeding for hernia mesh cases. This ongoing case was set for trial in early 2022. The law clerks also assisted in a lawsuit against a group of opioid distributors and manufacturers and their alleged role in fueling the opioid crisis in Rhode Island.



Employee masking continued for much of 2021, as with staff in the Superior Court clerk's office in the Licht Judicial Complex, Providence.

Judicial Records Center

The Judicial Records Center in Pawtucket was open and functioning in 2021 during the pandemic but remained closed to the public until the Judiciary lifted access restrictions in September. The public closure allowed the Records Center to complete special projects that included:

- The review and sampling of 377,907 District Court small claims cases stored in 2,414 boxes.
- Destruction of 4,268 boxes in accordance with the Judiciary's record retention schedule.
- Inventory of 13,665 Sixth Division District Court criminal cases from 2016.
- Inventory of 3,145 Fourth Division District Court criminal cases from 2017.
- Inventory of 359 Supreme Court cases from 2018.

- Inventory of 493 Supreme Court cases from 2019.
- Retrieval of 5,128 cases for a Superior Court project.

The center's archives division:

- Flat filed 600 case files
- Indexed 150 Providence Supreme Court Naturalization Petitions.
- Conducted archival research at the request of a retired Supreme Court justice for the Supreme Court Historical Society to extend the Judiciary's Office of Community Outreach and Public Relations for schools and other historical societies.
- Assisted the Records Center staff during the pandemic with public requests.

Domestic Violence Training and Monitoring

In response to the ongoing pandemic, the Domestic Violence Training and Monitoring Unit continued to work remotely with staff, gradually returning to work in the office full time toward the end of the year. All state law enforcement agencies were instructed to make appointments to safely drop off completed Domestic Violence/Sexual Assault (DV/SA) forms and to pick up blank forms or pamphlets.

The unit distributed approximately 7,800 of its Victim Information and Safety Planning pamphlets to the state's law enforcement agencies. The pamphlets are now available in five languages (English, Spanish, Portuguese, Arabic and Mandarin Chinese) in paper form and on the unit's website to make them easily accessible to the public.

As an active member of the DV/SA Law Enforcement Training Curriculum Committee, the unit's director was an in-person trainer for the Providence Police Academy and the Rhode Island Municipal Police Academy. She assisted in the in-service trainings of the New Shoreham (Block Island) and the Brown University Police Departments, both of which were conducted remotely. She was also an active participant on the state's Sexual Assault Task Force Education Subcommittee. The Domestic Violence Training and Monitoring Unit entered information into its database from the state required DV/SA forms employing a three-stage process:

- 5,787 forms were reviewed to compare the DV/SA forms to the accompanying police report

narratives, ensuring the accuracy of information. Police departments were contacted to verify and/or obtain missing information.

- The written data from 4,623 DV/SA forms was manually entered into the database.
- 4,737 forms were scanned to capture the data from the remaining data fields and to assign each form an identification number and to generate statistics.

In addition, the DVTMU processed 1,037 electronic forms from two of the state's law enforcement agencies that use an electronic data transfer interface system and is a combination of stages 1 through 3 above.

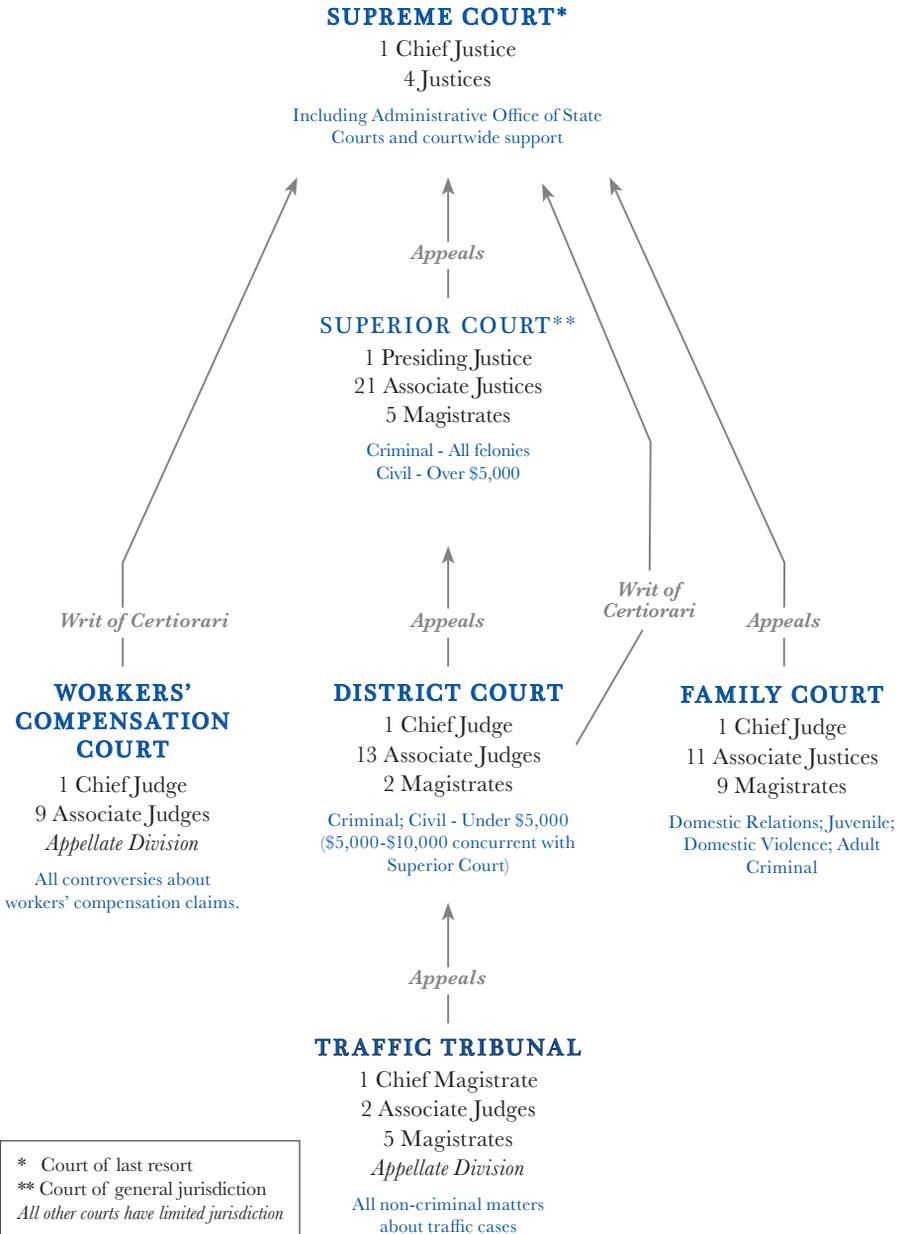
Mandatory Continuing Legal Education

Because of the pandemic, the Rhode Island Supreme Court suspended the educational credit and Bridge the Gap requirements for the 2021 reporting year for all attorneys and judicial officers. All legal education credits earned in the 2021 reporting year, as well as excess credits set to expire in the 2021 reporting year were to be automatically credited to satisfy legal education requirements for the 2022 reporting year.

Due to pandemic restrictions and limitations, many sponsors reverted modes of instruction from in-person meetings to remote learning, utilizing unified communication platforms such as Zoom or WebEx.

Navigating the Court System

Rhode Island Court Structure



Court Governance and Administration

Chief Judicial Officers



The chief judicial officers of the six courts in Rhode Island's unified judicial system are, from left, Rhode Island Traffic Tribunal Chief Magistrate Domenic A. DiSandro III, Family Court Chief Judge Michael B. Forte, Superior Court Presiding Justice Alice Bridget Gibney, Supreme Court Chief Justice Paul A. Suttell, District Court Chief Judge Jeanne E. LaFazia, and Workers' Compensation Court Chief Judge Robert M. Ferrieri.

Court Administrators



The administrators of the six courts in Rhode Island's unified judicial system are, from left, John F. McBurney IV (Workers' Compensation Court), Steven C. Waluk (District Court), Julie P. Hamil (Supreme Court), Marisa P. Brown (Superior Court), Ronald J. Pagliarini (Family Court), and Dennis Gerstmeyer (Rhode Island Traffic Tribunal).

Supreme Court



Seated, from left, Maureen McKenna Goldberg, Paul A. Suttell (Chief Justice), and William P. Robinson III. Standing, from left, Erin Lynch Prata and Melissa A. Long.

Superior Court



Front row, from left, Daniel A. Procaccini, Netti C. Vogel, Robert D. Krause, Alice Bridget Gibney (Presiding Justice), Melanie Wilk Thunberg, Stephen P. Nugent, Jeffrey A. Lanphear. Middle row, from left, Melissa E. Darigan, Richard A. Licht, Luis M. Matos, Brian Van Couyghen, Kristin E. Rodgers, William E. Carnes Jr., Brian P. Stern, Sarah Taft-Carter, Joseph A. Montalbano, Maureen B. Keough. Back row, from left, William P. Rampone, John J. Flynn, Patrick T. Burke, R. David Cruise, Richard D. Raspallo, Linda Rekas Sloan, Kevin F. McHugh, John F. McBurney III, Gina K. Lopes.

Family Court



Seated, from left, Feidlim Gill, Patricia K. Asquith, Karen Lynch Bernard, Laureen D'Ambra, Michael B. Forte (Chief Judge), Debra E. DiSegna, Sandra A. Lanni, Lia N. Stuhlsatz, and Richard A. Merola. Standing, from left, Denise C. Finkelman, Andrea M. Iannazzi, Edward H. Newman, Anglea Paulhus, Daniel V. Ballirano, Shilpa Naik, Elizabeth Ortiz Whited, Jeanine P. McConaghy, Jeanne L. Shepard, Armando O. Monaco II, Paul T. Jones Jr., and Alberto Aponte Cardona.

District Court



Bottom, left to right: Anthony Capraro, Jr., Pamela Woodcock Pfeiffer, Elaine T. Bucci, Jeanne E. LaFazia (Chief Judge), Madeline Quirk, Mary E. McCaffrey, Joseph T. Houlihan, Jr. Top: left to right, Joseph P. Ippolito, Jr., Christopher Smith, Brian A. Goldman, Stephen M. Isherwood, Christine S. Jabour, Colleen M. Hastings, James J. Caruolo, Melissa DuBose, J. Patrick O'Neill.

Workers' Compensation Court



Seated, from left, Alfredo T. Conte, Robert E. Hardman, Robert M. Ferrieri (Chief Judge), Michael J. Feeney, Stephen A. Minicucci. Standing, from left, Kevin B. Reall, Susan P. Fay, Keith A. Cardoza Jr., George J. Lazieh.

Rhode Island Traffic Tribunal



Bottom, left to right, Lillian M. Almeida, Domenic A. DiSandro, III (Chief Magistrate), Edward C. Parker. Top, left to right, Erika Kruse Weller, Joseph A. Abbate, William T. Noonan, Alan R. Goulart, Michael DiChiro, Jr.

Recognition

Appointed in 2021



**Honorable
Erin Lynch Prata**
Justice
SUPREME COURT



**Honorable
Melissa A. Long**
Justice
SUPREME COURT



**Honorable
Richard D. Raspallo**
Associate Justice
SUPERIOR COURT



**Honorable
Linda Rekas Sloan**
Associate Justice
SUPERIOR COURT



**Honorable
R. David Cruise**
Associate Justice
SUPERIOR COURT



**Honorable
Daniel V. Ballirano**
General Magistrate
FAMILY COURT



**Honorable
Denise C. Finkelman**
Magistrate
FAMILY COURT



**Honorable
Kevin B. Reall**
Associate Judge
WORKERS' COMPENSATION
COURT

Recognition

Retirements



**Honorable
Susan E. McGuirl**
Associate Justice
SUPERIOR COURT



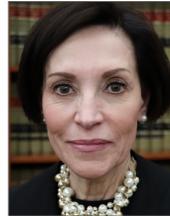
**Honorable
Patricia L. Harwood**
General Magistrate
SUPERIOR COURT



**Honorable
Stephen J. Capineri**
Associate Justice
FAMILY COURT

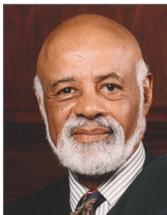


**Honorable
George T. Salem Jr.**
Associate Judge
WORKERS' COMPENSATION
COURT



**Honorable
Lillian M. Almeida**
Associate Judge
RHODE ISLAND TRAFFIC
TRIBUNAL

In Memoriam



**Honorable
Alton W. Wiley Sr.**
Associate Justice
SUPERIOR COURT



**Honorable
Carmine R. DiPetrillo**
Associate Justice
FAMILY COURT



**Honorable
Victor J. Beretta**
Associate Judge
DISTRICT COURT





Caseload Data Charts

At a Glance

JUDICIAL OFFICERS

65 Judges (6 Vacancies)

28 Female

6 Minorities

22 Magistrates (1 Vacancy)

5 Female

1 Minority

FACILITIES

6 Courthouses

(2 Administrative Buildings)

78 Courtrooms

(4 Grand Jury Rooms, 2 Mental Health Courtrooms)

EMPLOYEES

FTE Count

726.3 Authorized

666.7 Average Filled



157,787

Total Filings in 2021



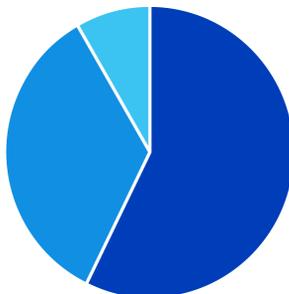
151,059

Total Dispositions in 2021

Supreme Court

2021 Appellate Filings

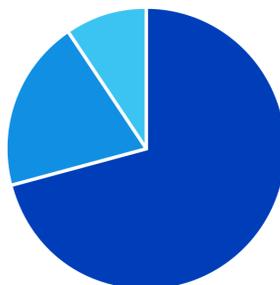
Criminal	28
Civil	118
Miscellaneous	197
Total Filed	343



■ Civil ■ Criminal ■ Miscellaneous

2021 Appellate Manner of Disposition

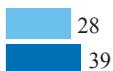
Permission Denied	32
Disposed Prior to Decision	66
Decided on the Merits	241
Total Disposed	339



■ Permission Denied
 ■ Disposed Prior to Decision
 ■ Decided on the Merits

2021 Appellate Caseload

Criminal



Civil



Miscellaneous



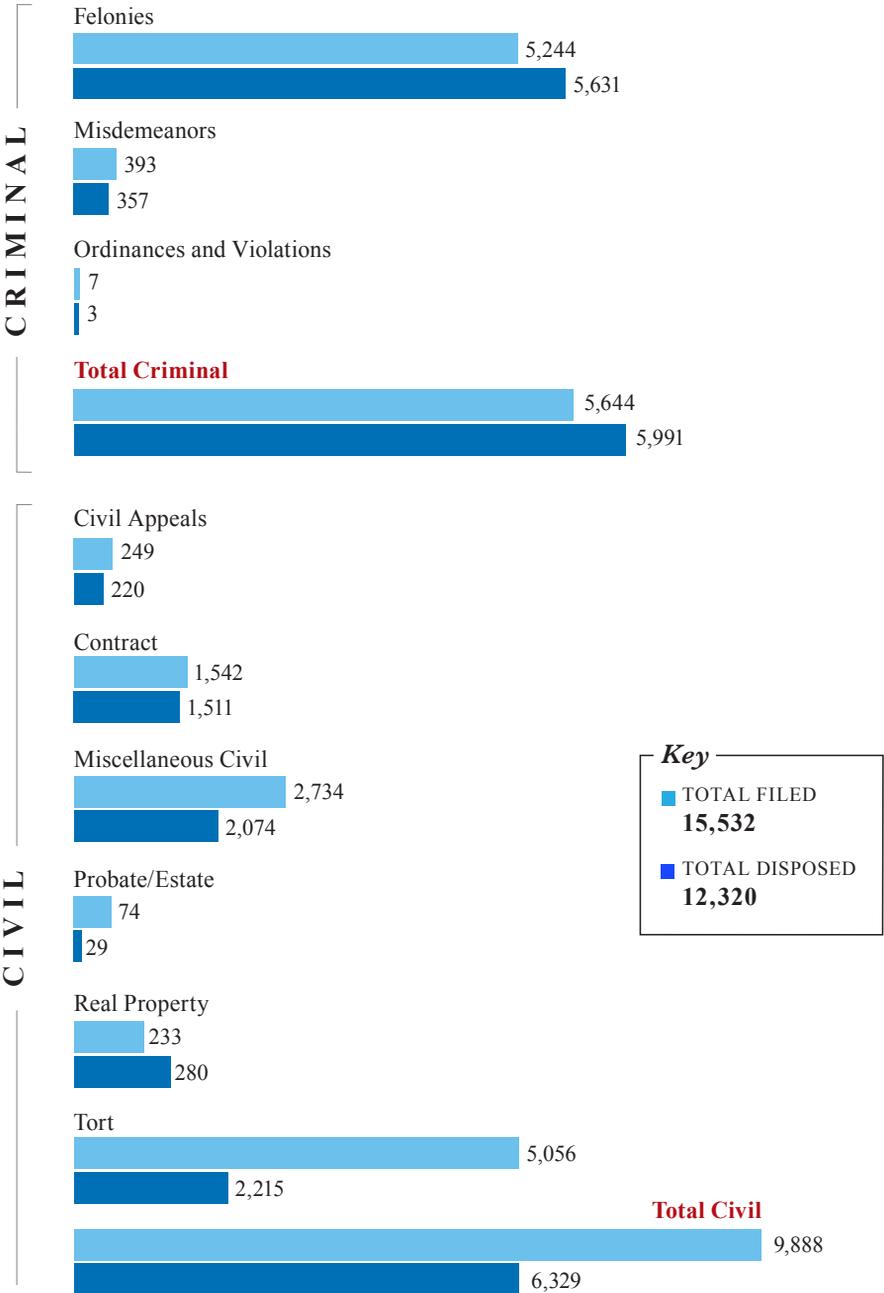
Key

■ TOTAL FILED
286

■ TOTAL DISPOSED
313

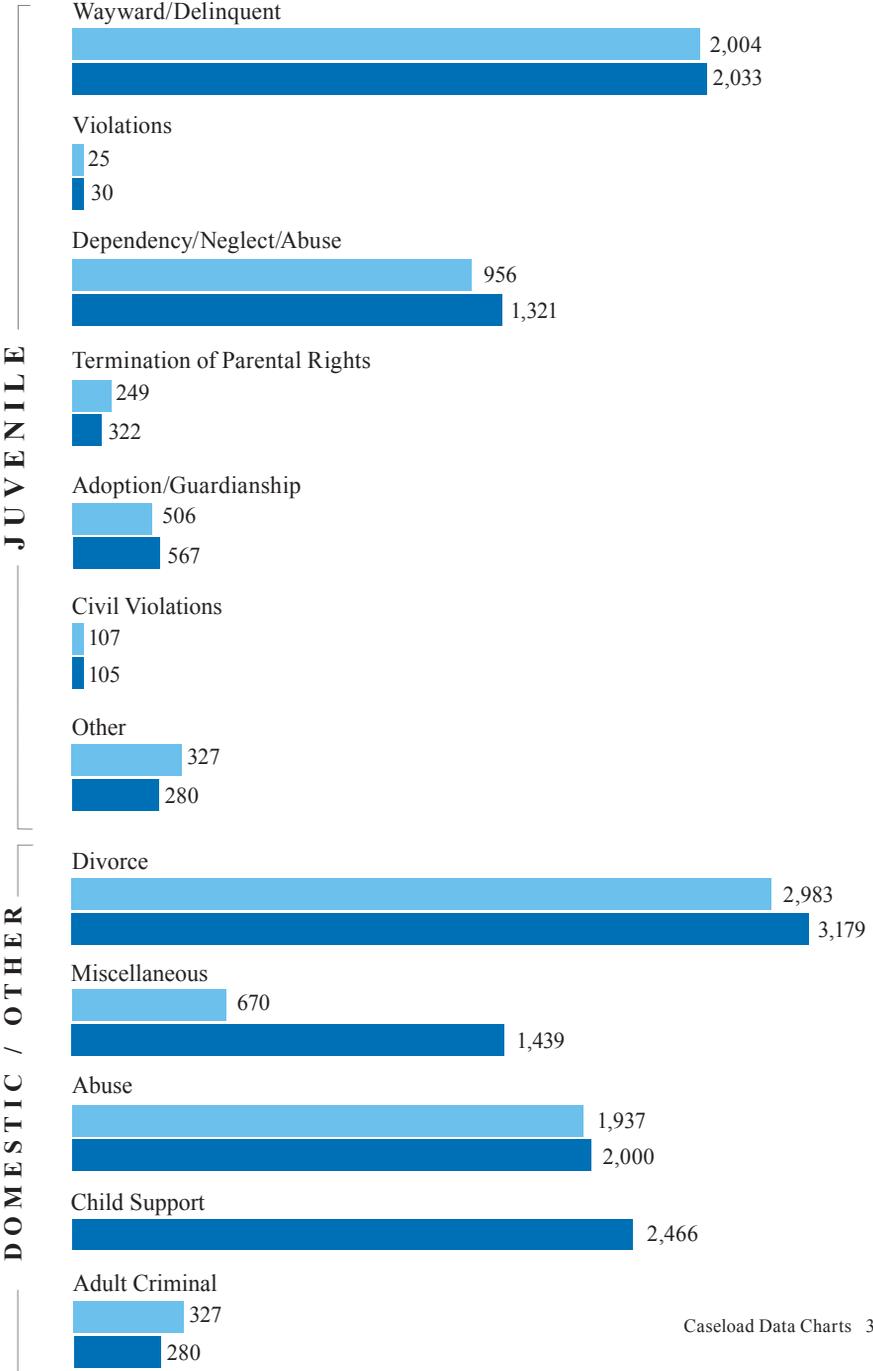
Superior Court

2021 Superior Court Caseload



Family Court

2021 Family Court Caseload



District Court

2021 District Court Caseload

Misdemeanors



Felonies



Civil Violations



Violations



Ordinances



**NOTE: Figures are estimates generated by case management*

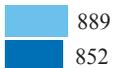
Small Claims



Civil



Abuse



Administrative Appeals



Mental Health Hearings



Key



Workers' Compensation Court

2021 Workers' Compensation Caseload

Employee Petitions to Review



Employer Petitions to Review



Lump Sum Settlement



Miscellaneous Petitions



Original Petitions



Petitions for Medical



Petitions for Medical



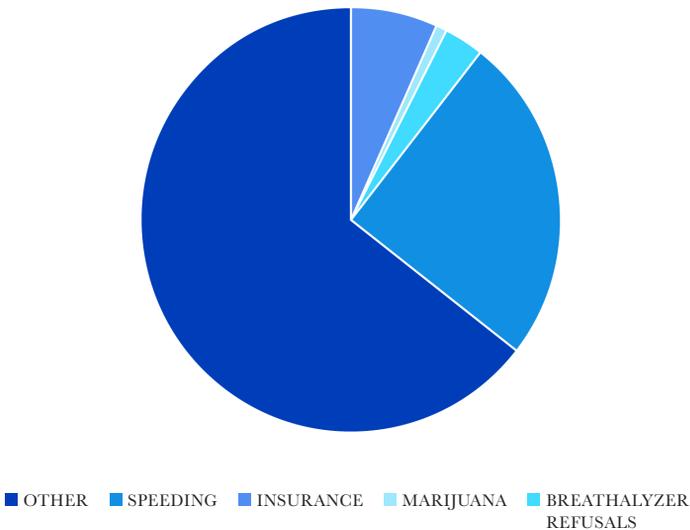
Key



Traffic Tribunal

2021 Rhode Island Traffic Tribunal Caseload

Traffic Tribunal Summonses Issued	67,171
Insurance	6,448
Marijuana	960
Breathalyzer Refusals	3,032
Speeding	24,019
Other	62,226
<hr/>	
Total Violations	96,685
Total Traffic Tribunal Summonses Disposed	67,394



NOTE: All figures are estimates generated from the case management system.

PHOTOGRAPHY CREDITS

Page 13 – Gabriela Gonzalez

Page 16 – Barbara Polichetti, Rhode Island Public Transit Authority

Page 19 – Courtesy, Coventry High School

Page 21 and front cover – Shawn Patrick Ryan, Supreme Court

Page 28 – Family Court, Amos Shepard

Other photography by Craig Berke, Jasmin Chery and Kara Picozzi, Office of Community Outreach and Public Relations

Annual Report Designed by Jasmin Chery



RHODE ISLAND JUDICIARY

250 Benefit Street
Providence, Rhode Island 02903
(401) 222-3266
www.courts.ri.gov

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: _____

Carla Ciccone
Purchasing Agent
Rhode Island Supreme Court

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 vendor; and any supplementary documents executed by the parties, where applicable. All Judicial contracts shall be subject to the provisions of § 8-15-4 of the Rhode Island General Laws and the Judicial Purchasing Rules and Regulations adopted pursuant thereto; all other applicable provisions of the Rhode Island General Laws; specific requirements described in the request or contract; and the following General Terms and Conditions of Purchase.

1. GENERAL

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

2. ENTIRE AGREEMENT

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

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

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

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

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

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

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

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

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

3. SUBCONTRACTS

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

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

4. RELATIONSHIP OF PARTIES

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

5. COSTS OF PREPARATION

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

6. SPECIFIED QUANTITY REQUIREMENT

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

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

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

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

7. TERM AND RENEWAL

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

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

8. DELIVERY/COMPLETION

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

9. FOREIGN CORPORATIONS

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

10. PRICING

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

11. COLLUSION

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

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

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

13. AWARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. SUSPENSION AND DEBARMENT

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

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

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

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

15. PUBLIC RECORDS

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

16. PRODUCT EVALUATION

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

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

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

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

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

17. PRODUCT ACCEPTANCE

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

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

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

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

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

18. PRODUCT WARRANTIES

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

19. PAYMENT

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

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

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

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

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

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

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

20. THIRD PARTY PAYMENTS

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

21. SET-OFF AGAINST PAYMENTS

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

22. CLAIMS

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

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

23. CERTIFICATION OF FUNDING

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

24. UNUSED BALANCES

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

25. MINORITY BUSINESS ENTERPRISES

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

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

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

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

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

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

26. VETERAN-OWNED BUSINESS ENTERPRISES

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

a. the solicitation provides for such consideration; and

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

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

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

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

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

27. PREVAILING WAGE REQUIREMENT

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

28. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

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

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

29. DRUG-FREE WORKPLACE REQUIREMENT

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

30. TAXES

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

31. INSURANCE

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

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

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

32. BID SURETY

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

33. PERFORMANCE AND LABOR AND PAYMENT BONDS

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

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

34. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the Judiciary

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

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

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

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

b. Termination of a Contract by the Judiciary

1. Termination for Default or Nonperformance

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

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

2. Termination Without Cause

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

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

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

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

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

3. Contractor's Obligations in the Event of Termination

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

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

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

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

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

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

c. Stop Work

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

35. INDEMNITY

The contractor guarantees:

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

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

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

36. CONTRACTOR'S OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. FORCE MAJEURE

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

38. CHOICE OF LAW

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