



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**CONTRACT USER GUIDE AS AMENDED 8/14/2014**  
**VIDEOGRAPHERS**  
**MASTER PRICE AGREEMENT (“MPA”) #213**  
**BID SOLICITATION # 7548493**  
**CONTRACT TERM 5/1/2014 – 3/31/2017**  
**WITH NO OPTION(S) TO RENEW FOR ANY ADDITIONAL RENEWAL YEAR**  
**TERM(S)**

**BACKGROUND:**

MPA #213 was amended on June 20, 2014 to meet agency needs for emergency or spontaneous circumstances. Refer to State Agency Requirements, bullet 2 below. On August 14, 2014, the User Guide was further amended to add clarity to the quote process, specifically, quotes should be solicited from MPA Awarded Vendors and the MBE quote requirement was removed as there are no MBE Awarded Vendors under this MPA.

This MPA provides freelance videographer specifications for all state agencies including the University of Rhode Island’s Department of Communications & Marketing, Publications, Athletics and other departments as needed. The MPA allows agencies to acquire freelance videographers with the ability to provide tape and/or digital files as required by project.

**WHO CAN USE THIS CONTRACT:**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

**STATE AGENCIES ARE REQUIRED TO:**

- **WHENEVER POSSIBLE:** Agency should Solicit a Minimum of 3 (three) Written Quotes from MPA Awarded Vendors for Each Project.
- **EMERGENCY AND SPONTANEOUS CIRCUMSTANCE EXCEPTION:** It is recognized that unknown circumstances may arise that will inhibit the agency’s ability to acquire three quotes. Some Examples of this are: emergency situation and/or response, spontaneous press conferences, unplanned events with severe timing constraints, or unannounced arrival of dignitaries or public figures. At time of Requisition, agencies should attach supporting documentation to justify the Emergency and Spontaneous Circumstance Exception to the Requisition. Agencies are responsible to adhere to the standard business practices outlined in the above bullet item whenever possible.



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**WORK ORDER CAPS and PAYMENT TERMS:**

- Payment will be on a time and material basis, with the rates to be listed on the Purchase Agreement.

**AGENCIES SHOULD BE AWARE OF THE FOLLOWING CONDITIONS;  
CONTAINED IN THE ORIGINAL SOLICITATION:**

All video work performed by vendor is owned by the awarding agency. The Vendor shall not bill the client or hiring state agency more than one shooting fee for attendance at any assignment regardless of the number of departments that may use the video, products or services authorized by this agreement. Review all data including terms and conditions. For additional clarification or questions and concerns contact the buyer directly (listed below).

Review the [Bid Solicitation #7548493for Specifications](#) and the Purchase Award Terms and Conditions.

**VENDOR AWARDS CONTACT INFORMATION:**

**Purchase Order # 3376888**

**Vendor Name:** Rosewood Productions

New Accounts

Contact Name: Robert Rose  
Tel: 401-792-0270  
Email: [rosewoodpro@cox.net](mailto:rosewoodpro@cox.net)

**Purchase Order # 3376886**

**Vendor Name:** Ocean State Video Inc.

New Accounts

Contact Name: James Karpeichik  
Tel: 401-822-0041  
Email: [jim@oceanstatevideo.com](mailto:jim@oceanstatevideo.com)

**Purchase Order # 3376887**

**Vendor Name:** Axion Media Lab LLC

New Accounts

Contact Name: Ron Augustus Jr.  
Tel: 401-429-6680  
Email: [info@axionmedialab.com](mailto:info@axionmedialab.com)



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**ALL ATTACHMENTS ARE DENOTED BY ☒, AND APPEAR IN THE FOLLOWING ORDER:**

- CONTRACT USER GUIDE
- CHANGE ORDER TO ORIGINAL PURCHASE
- ALL PRIOR CHANGE ORDERS TO ORIGINAL PURCHASE (sequential order is most recent to #1)
- ORIGINAL PURCHASE AWARD (VENDOR AWARD)
- VENDOR AMENDMENT/S
- PRODUCT AND PRICING (IF NOT INCLUDED ON PURCHASE ORDER)
- SPECIAL INSTRUCTIONS
- TERMS AND CONDITIONS
- SUPPLEMENTAL ANALYSIS INFO – SEE MPA SEARCH RESULTS WEBPAGE
- OTHER – DESCRIPTION:

**DIVISION OF PURCHASES CONTACT:**

Name: J. Anthony Cowell Jr.  
Title: Buyer II  
Tel: 401-574-8114  
Email: [John.Cowell@purchasing.ri.gov](mailto:John.Cowell@purchasing.ri.gov)



# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

OCEAN STATE VIDEO INC  
 22 HERITAGE CT  
 CRANSTON, RI 02921  
 United States

VIDEOGRAPHERS - MPA #213

**Award Number**  
3376886

**Effective Period:**  
01-MAY-14 - 31-MAR-17

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 13-MAY-14 <b>Buyer:</b> J Cowell Jr <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 29867	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
			7548493	
Line	Item	Item Description	Unit	Unit Price

		BLANKET REQUIREMENTS: 5/1/2014 - 3/31/2017  MPA #213  SUPPLIER CONTACT: OCEAN STATE VIDEO, INC. JAMES KARPEICHIK 401-822-0041		
1		MPA-213 - 5/1/14 - 3/31/17 - RATE SHOOTING FEES, PER HOUR PER DAY 6 AM - 6 PM	Hour	140
2		MPA-213 - 5/1/14 - 3/31/17 - RATE SHOOTING FEES, PER HOUR PER EVENING/HOLIDAY	Hour	150
3		MPA-213 - 5/1/14 - 3/31/17 - RATE SHOOTING FEES, PER HOUR PER WEEKEND (SATURDAY OR SUNDAY)	Hour	150
4		MPA-213 - 5/1/14 - 3/31/17 - RATE EDITING FEES PER HOUR PER DAY 6 AM - 6 PM	Hour	135
5		MPA-213 - 5/1/14 - 3/31/17 - RATE EDITING FEES PER HOUR PER EVENING/HOLIDAY	Hour	150
6		MPA-213 - 5/1/14 - 3/31/17 RATE EDITING FEES PER HOUR PER WEEKEND (SATURDAY OR SUNDAY)	Hour	150

**STATE PURCHASING AGENT**

*Lorraine A. Hynes*

Lorraine A. Hynes

# CONTRACT TERMS AND CONDITIONS

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions.....III  
PURCHASE ORDER STANDARD TERMS AND CONDITIONS .....III  
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER .....III  
MPA BID AWARD (STATEWIDE APPLICABILITY) .....III  
INSURANCE REQUIREMENTS (ADDITIONAL) .....III  
MULTI YEAR AWARD .....III  
PURCHASE AGREEMENT AWARD .....III  
AUTHORIZATION AND RELEASE .....IV  
PARTIAL PAYMENTS .....IV  
CAMPAIGN FINANCE COMPLIANCE .....IV  
TERMS AND CONDITIONS OF PRICING AGREEMENT .....IV

**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

**INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

**PARTIAL PAYMENTS**

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

**CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

**TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

**ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.