



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

**CONTRACT USER GUIDE AS AMENDED 8/14/14
PHOTOGRAPHERS
MASTER PRICE AGREEMENT (“MPA”) #214
BID SOLICITATION # 7548511
CONTRACT TERM 5/1/14 – 3/31/2017
WITH NO OPTION(S) TO RENEW FOR ANY ADDITIONAL RENEWAL YEAR
TERM(S)**

BACKGROUND:

MPA #214 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 photographers for digital images in various formats as assigned; and for unlimited use in print and online by all State Agencies.

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:

- 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.

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.



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

Vendor shall not bill more than one shooting fee for attendance at any assignment regardless of the number of departments that may use the images, products or services authorized by this agreement. Billing is preferred per assignment. Weekly billing is acceptable, but not less than once per month. Note that this MPA now includes line items for print rates and other formatted products in addition to shooting rates. Review all data including terms and conditions. For additional clarification or questions and concerns contact the buyer directly (listed below).

Review the [Bid Solicitation #7548511 for Specifications](#) and the Purchase Award Terms and Conditions.

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3376856

Vendor Name: Michael Salerno
New Accounts
Contact Name: Michael Salerno
Tel: 401-270-1404
Email: salernomichael@gmail.com
Website: www.msriphotographer.com

Purchase Order # 3376860

Vendor Name: Giblin & Company Photography
New Accounts
Contact Name: Joe Giblin
Tel: 401-639-5489
Email: joe@joegiblin.com
Website: joegiblin.com

Purchase Order # 3376855

Vendor Name: Jeffrey A. Morse Photography
New Accounts
Contact Name: Jeffrey Morse
Tel: 401-413-5528
Email: jeff@jeffreymorse.com
Website: jeffreymorse.com

Purchase Order # 3376858

Vendor Name: Peter Goldberg Photography



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New Accounts

Contact Name: Peter Goldberg
Tel: 401-722-4914
Email: peter@petergoldbergphoto.com
Website: petergoldenberphoto.com

Purchase Order # 3376859

Vendor Name: Images by Jess

New Accounts

Contact Name: Jessica Vescera
Tel: 401-284-1863
Email: jlvescera@verizon.net
Website: www.jessicavescera.com

Purchase Order # 3376857

Vendor Name: Connie Grosch

New Accounts

Contact Name: Connie Grosch
Tel: 401-339-1474
Email: cg@conniegrosch.com
Website: conniegroschphotography.com

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



Notice of Blanket Purchase Agreement

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

MICHAEL SALERNO
 90 METROPOLITAN RD
 PROVIDENCE, RI 02908-3320
 United States

PHOTOGRAPHERS - MPA-214

Award Number
3376856

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

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 13-MAY-14 Buyer: J Cowell Jr Shipping: Paid Terms: NET 30 Vendor # 2212	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

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

		MPA-214 BLANKET REQUIREMENTS: 5/1/14 - 3/31/17 SUPPLIER CONTACT PERSON: MICHAEL SALERNO TELEPHONE NO. (401) 270-1404		
1		MPA-214 - 5/1/14 - 3/31/17 - RATE SHOOTING FEES, PER HOUR PER DAY 6 AM - 6 PM	Hour	105
2		MPA-214 - 5/1/14 - 3/31/17 - RATE SHOOTING FEES, PER HOUR PER EVENING/HOLIDAY	Hour	105
3		MPA-214 - 5/1/14 - 3/31/17 - RATE SHOOTING FEES, PER HOUR PER WEEKEND (SATURDAY OR SUNDAY)	Hour	105
4		MPA-214 - 5/1/14 - 3/31/17 - RATE SHOOTING FEES, PER EVENT - E.G. FOOTBALL, BASKETBALL, GYMNASTICS	Each	260
5		MPA-214 - 5/1/14 - 3/31/17 - PRINT RATES - COLOR PRINTS 8" X 10"	Each	12
6		MPA-214 - 5/1/14 - 3/31/17 - TEAM PHOTOS - ALL INCLUSIVE (SHOOTING, CD PROCESSING) 3 (8 X 10) PRINTS	Each	260
7		MPA-214 - 5/1/14 - 3/31/17 - STROBE SET-UP	Each	105
8		MPA-214 - 5/1/14 - 3/31/17 - CD FORMATTED FOR DIGITAL, JPEG, TIFF, OR RAW PRICE TO INCLUDE THUMBNAIL PAGES AND CD	Each	50
9		MPA-214 - 5/1/14 - 3/31/17 - SPECIAL PROCESSING IE SPECIFIED CROPPING OR ENLARGEMENT PRICE PER HOUR	Hour	.00001

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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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.

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.