



State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

**INTERPRETERS – SIGN LANGUAGE AND CART SERVICES
MASTER PRICE AGREEMENT (MPA–358)
7/1/13 – 6/30/16**

**INSTRUCTIONS TO OBTAIN AMERICANS WITH DISABILITIES ACT COMPLIANT
COMMUNICATION ACCESS SERVICE PROVIDERS**

(Sign Language Interpreters and CART Service Providers)

In accordance with RI General Law 23-1.8-2(6), the Rhode Island Commission on the Deaf and Hard of Hearing (RICDHH) is responsible to administer a statewide referral service for the deaf and hard of hearing population in Rhode Island. Therefore, all state agencies/entities are strongly encouraged to contact the RICDHH to obtain ADA compliant communication access service providers, such as sign language interpreters and/or CART service providers. All interpreters and CART service providers obtained through the RICDHH are included on Master Price Agreement 358.

Please contact the RICDHH Statewide Referral Specialist, Holly St. Pierre, at (401) 222-5300 or e-mail Interpreter@cdhh.ri.gov to request services or to inquire further about services.



RI Purchase Agreement Amendment Report

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

SHERRI A VIERA
 12 RED CHIMNEY DR
 LINCOLN, RI 02865-4610
 United States

Amendment Date: 03-FEB-14
 Original Award Date: 19-JUN-13
 Buyer: G Walsh
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 38995

| | | | | |
|----------------------------|---|---|---------------------------------|---|
| S H I P T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States | Change Order Number 1 Award Number 3329903 Effective Period 01-JUL-13 - 30-JUN-16 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States |
| | CART SERVICES (MPA #358) | | | |

| Description | | | Bid Number | Change Order Req# | |
|--------------------------|--------|---|------------|-------------------|------------|
| CART SERVICES (MPA #358) | | | | | |
| Line # | Code | Class-Item | Quantity | Unit | Unit Price |
| | | CHANGE TO PO #3329903 DATED 6/19/13 MILEAGE RATE IS DECREASED FROM \$0.565/MILE TO \$0.56/MILE EFFECTIVE 1/1/14. | | | |
| 4.1 | 961.75 | MPA-358 - 1/1/14-6/30/16 - MILEAGE | | Mile | .56 |

STATE PURCHASING AGENT

 Lorraine A. Hynes



Notice of Blanket Purchase Agreement

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

SHERRI A VIERA
12 RED CHIMNEY DR
LINCOLN, RI 02865-4610
United States

CART SERVICES (MPA #358)

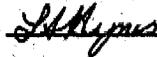
Award Number: 3329903
Effective Period: 01-JUL-13 - 30-JUN-16

| | | | | |
|--|--|---|---------------------------------|--|
| S H I P P I N G T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 19-JUN-13 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor #: 38995 | 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 |

| | | | |
|--|--|--|--|
| | <p>CART SERVICES.</p> <p>7/1/13 - 6/30/16</p> <p>THIS PURCHASE AGREEMENT CANCELS AND REPLACES PO # 3234593</p> <p>CART SERVICES ARE GOVERNED BY POLICIES AND PROCEDURES ESTABLISHED BY THE RHODE ISLAND COMMISSION ON THE DEAF AND HARD OF HEARING, COPIES OF WHICH MAY BE OBTAINED BY CONTACTING THE COMMISSION AT INTERPRETER@CDHH.RI.GOV OR BY FAXING REQUESTS TO (401) 222-5736.</p> <p>RESERVATIONS FOR CART PROVIDERS MUST BE CANCELLED AT LEAST ONE BUSINESS DAY (24 HOURS) IN ADVANCE OR CART PROVIDER IS ENTITLED TO BILL REQUESTER FOR THE NUMBER OF HOURS RESERVED. RESERVATIONS FOR POST SECONDARY CLASSES MUST BE CANCELLED TWO WEEKS PRIOR TO THE RESERVATION PERIOD OR THE CART PROVIDER IS ENTITLED TO TWO-WEEKS' COMPENSATION FOR THE RESERVED PERIOD. FOR MORE DETAILED INFORMATION ON VARIOUS SCENARIOS, PLEASE CONTACT THE RHODE ISLAND COMMISSION ON THE DEAF AND HARD OF HEARING FOR A COPY OF POLICIES AND PROCEDURES FOR CART PROVIDERS.</p> <p>THE CART PROVIDERS MAY CHARGE NO MORE THAN THE HOURLY RATES SET FORTH HEREIN BUT MAY OFFER DISCOUNTED RATES. DISCOUNTED RATES SHALL BE AT THE DISCRETION OF THE CART PROVIDER. DISCOUNTS SHALL BE DETERMINED PRIOR TO THE ENGAGEMENT AND SHALL BE REFLECTED IN THE CUSTOMER'S PO RELEASE.</p> <p>FOR POST SECONDARY INSTITUTIONS IF AN ON-GOING CLASS IS</p> | | |
|--|--|--|--|

STATE PURCHASING AGENT



Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



Notice of Blanket Purchase Agreement

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CART SERVICES (MPA #358)

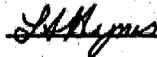
Award Number: 3329903
Effective Period: 01-JUL-13 - 30-JUN-16

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|---|--|---|---------------------------------|--|
| S H I P P I N G I N F O R M A T I O N | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 19-JUN-13 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor #: 38995 | 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 |
|------------|------|---------------------|------------|--------------------|
| | | | N/A | |
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|----|--|---|------|------|
| | | <p>CANCELLED LESS THAN TWO WEEKS (10 BUSINESS DAYS) BEFORE THE START OF ASSIGNMENT, CART PROVIDER MUST BE PAID A TWO-WEEK SEVERANCE PERIOD. IF THE COURSE IS DROPPED BY A STUDENT ANY TIME DURING THE SEMESTER/QUARTER, CART PROVIDER MUST BE PAID A TWO-WEEK SEVERANCE (EFFECTIVE 1/19/12).</p> <p>THE FOLLOWING DOCUMENTS ARE ATTACHED:</p> <ol style="list-style-type: none"> RHODE ISLAND CART PROVIDER POLICY FOR FREELANCE INDEPENDENT CONTRACTORS. STATE RATES FY 2014-FY 2016 CHART FOR RI CART PROVIDERS AS FREELANCE INDEPENDENT CONTRACTORS. <p>COMMUNITY ASSIGNMENTS:</p> | | |
| 1 | | MPA-358 - 7/1/13-6/30/14 - CART SERVICES - MINIMUM TWO HOURS | Hour | 110 |
| 2 | | MPA-358 - 7/1/14-6/30/15 - CART SERVICES - MINIMUM TWO HOURS | Hour | 113 |
| 3 | | MPA-358 - 7/1/15-6/30/16 - CART SERVICES - MINIMUM TWO HOURS | Hour | 113 |
| 4 | | MPA-358 - 7/1/13-6/30/16 - MILEAGE | Mile | .565 |
| 5 | | MPA-358 - 7/1/13-6/30/14 - CART SERVICES - ADDITIONAL HOUR | Hour | 80 |
| 6 | | MPA-358 - 7/1/14-6/30/15 - CART SERVICES - ADDITIONAL HOUR | Hour | 83 |
| 7 | | MPA-358 - 7/1/15-6/30/16 - CART SERVICES - ADDITIONAL HOUR | Hour | 83 |
| 8 | | MPA-358 - 7/1/13-6/30/16 - PROJECTION / SCREEN EQUIPMENT FEE | Day | 65 |
| 9 | | MPA-358 - 7/1/13-6/30/16 - ASCII / ROUGH EDIT FILE - (UP TO 4 HOURS) FEE | Day | 40 |
| 10 | | MPA-358 - 7/1/13-6/30/16 - ASCII / ROUGH EDIT FILE - (UP TO 8 HOURS) FEE | Day | 90 |

STATE PURCHASING AGENT



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ONE CAPITOL HILL
PROVIDENCE RI 02908

SHERRI A VIERA
12 RED CHIMNEY DR
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United States

CART SERVICES (MPA #358)

Award
Number
3329903

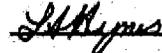
Effective Period:
01-JUL-13 - 30-JUN-16

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| S H I P P I N G T O | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States | Date: 19-JUN-13 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 38995 | I N V O I C E | MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States |
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| Department | | Type of Requisition | Bid Number | Requisition Number |
|------------|------|---------------------|------------|--------------------|
| | | | N/A | |
| Line | Item | Item Description | Unit | Unit Price |

| | | | | |
|----|--|---|------|------|
| 11 | | MPA-358 - 7/1/13-6/30/16 - SPECIAL PREP TIME | Day | 50 |
| 12 | | MPA-358 - 7/1/13-6/30/16 - WITH CSR, CPR, AND CCP FOR COURT / LEGAL FEE PLUS REGULAR FEE | Hour | 15 |
| 13 | | MPA-358 - 7/1/13-6/30/16 - WITH CSR AND CCP FOR COURT / LEGAL FEE PLUS REGULAR FEE | Hour | 10 |
| 14 | | MPA-358 - 7/1/13-6/30/16 - WITH CCP FOR COURT / LEGAL FEE PLUS REGULAR FEE | Hour | 5 |
| 15 | | MPA-358 - 7/1/13-6/30/16 - LONGER THAN 3 HOURS (SOLO CART PROVIDER ONLY) PLUS REGULAR FEE | Hour | 70 |
| 16 | | MPA-358 - 7/1/13-6/30/16 - EMERGENCY - CART SERVICE - PRIOR TO MIDNIGHT PLUS REGULAR FEE | Hour | 5 |
| 17 | | MPA-358 - 7/1/13-6/30/16 - EMERGENCY - CART SERVICE - AFTER MIDNIGHT PLUS REGULAR FEE UNIVERSITIES / COLLEGES / K-12 EDUCATION | Hour | 10 |
| 18 | | MPA-358 - 7/1/13-6/30/14 - CART SERVICES - MINIMUM TWO HOURS | Hour | 110 |
| 19 | | MPA-358 - 7/1/14-6/30/15 - CART SERVICES - MINIMUM TWO HOURS | Hour | 113 |
| 20 | | MPA-358 - 7/1/15-6/30/16 - CART SERVICES - MINIMUM TWO HOURS | Hour | 113 |
| 21 | | MPA-358 - 7/1/13-6/30/16 - CART SERVICES - MINIMUM TWO HOURS | Mile | .565 |
| 22 | | MPA-358 - 7/1/13-6/30/14 - CART SERVICES - ADDITIONAL HOUR | Hour | 80 |
| 23 | | MPA-358 - 7/1/14-6/30/15 - CART SERVICES - ADDITIONAL HOUR | Hour | 83 |
| 24 | | MPA-358 - 7/1/15-6/30/16 - CART SERVICES - ADDITIONAL HOUR | Hour | 83 |
| 25 | | MPA-358 - 7/1/13-6/30/16 - PROJECTION / SCREEN EQUIPMENT FEE | Day | 65 |
| 26 | | MPA-358 - 7/1/13-6/30/16 - SPECIAL PREP TIME | Day | 50 |

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|------------|------|---------------------|------------|--------------------|
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| | | | | |
|----|--|--|------|----|
| 27 | | MPA-358 - 7/1/13-6/30/16 - LONGER THAN 3 HOURS (SOLO CART PROVIDER ONLY) PLUS REGULAR FEE AGENCY CONTACT: RI CDHH - (401) 256-5511 (V) -- (401) 222-5736 (FAX) CDHH@CDHH.RI.GOV | Hour | 70 |
|----|--|--|------|----|

| |
|------------------------|
| STATE PURCHASING AGENT |
| |
| Lorraine A. Hynes |

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**July 1, 2013 to June 30, 2014
Statewide CART Provider Rates
RI State Governmental Agencies**

Year 1

RI CART PROVIDERS AS INDEPENDENT CONTRACTORS

| Services | A minimum of 2 hours | Additional Hour | Fee Per Assignment |
|---|----------------------|-----------------|--------------------|
| Community Assignments | | | |
| CART Services | \$110.00/Hour | \$80.00/Hour | |
| Projection/Screen Equipment Fee | | | \$65.00 |
| ASCII/Rough Edit File (up to 4 hours) | | | \$40.00 |
| ASCII/Rough Edit File (Up to 8 hours) | | | \$90.00 |
| Special Prep Time* | | | \$50.00 |
| Universities/Colleges/K-12 Education | | | |
| CART Services | \$110.00/Hour | \$80.00/Hour | |
| Projection/Screen Equipment Fee | | | \$60.00 |
| ASCII/Rough Edit File (up to 4 hours) | | | FREE |
| ASCII/Rough Edit File (Up to 8 hours) | | | FREE |
| Special Prep Time* | | | \$50.00 |



RI Commission on the Deaf and Hard of Hearing
One Capitol Hill
Ground Level
Providence, RI 02908
(401) 256-5511 (Voice/Videophone)
(401) 222-5736 (FAX)
CDHH@CDHH.RI.GOV

Add to hourly rates above

| | | |
|---|----------|--------------------------|
| With CSR, CPR, and CCP for Court/Legal settings | Add | \$15.00/Hour |
| With CSR and CCP for Court/Legal settings | Add | \$10.00/Hour |
| With CCP for Court/Legal settings | Add | \$5.00/Hour |
| Longer than 3 hours assignment (solo CART provider only) | Add | \$70.00/Hour at 4th hour |
| Mileage (according to State's Policies & Procedures as of 01/01/2013) | Per Mile | \$0.565 |
| EMERGENCY: | | |
| Emergency - Interpreter Service - PRIOR to Midnight | Add | \$5.00/Hour |
| Emergency - Interpreter Service - AFTER Midnight | Add | \$10.00/Hour |

NOTE:

* Approval from the Interpreter and CART Referral Specialist at the RICDHH Office and/or requestor for specific assignment. Accepting long jobs and solo provider rate is up to the individual CART provider.



**July 1, 2014 to June 30, 2015
Statewide CART Provider Rates
RI State Governmental Agencies**

Year 2

RI CART PROVIDERS AS INDEPENDENT CONTRACTORS

| Services | A minimum of 2 hours | Additional Hour | Fee Per Assignment |
|---|----------------------|-----------------|--------------------|
| Community Assignments | | | |
| CART Services | \$113.00/Hour | \$83.00/Hour | |
| Projection/Screen Equipment Fee | | | \$65.00 |
| ASCII/Rough Edit File (up to 4 hours) | | | \$40.00 |
| ASCII/Rough Edit File (Up to 8 hours) | | | \$90.00 |
| Special Prep Time* | | | \$50.00 |
| Universities/Colleges/K-12 Education | | | |
| CART Services | \$113.00/Hour | \$83.00/Hour | |
| Projection/Screen Equipment Fee | | | \$60.00 |
| ASCII/Rough Edit File (up to 4 hours) | | | FREE |
| ASCII/Rough Edit File (Up to 8 hours) | | | FREE |
| Special Prep Time* | | | \$50.00 |



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| | | |
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| With CSR and CCP for Court/Legal settings | Add | \$10.00/Hour |
| With CCP for Court/Legal settings | Add | \$5.00/Hour |
| Longer than 3 hours assignment (solo CART provider only) | Add | \$70.00/Hour at 4th hour |
| Mileage (according to State's Policies & Procedures as of 01/01/2013) | Per Mile | \$0.565 |
| EMERGENCY: | | |
| Emergency - Interpreter Service - PRIOR to Midnight | Add | \$5.00/Hour |
| Emergency - Interpreter Service - AFTER Midnight | Add | \$10.00/Hour |

NOTE:

* Approval from the Interpreter and CART Referral Specialist at the RICDHH Office and/or requestor for specific assignment. Accepting long jobs and solo provider rate is up to the individual CART provider.



**July 1, 2015 to June 30, 2016
Statewide CART Provider Rates
RI State Governmental Agencies**

Year 3

RI CART PROVIDERS AS INDEPENDENT CONTRACTORS

| Services | A minimum of 2 hours | Additional Hour | Fee Per Assignment |
|---|-------------------------|--------------------|-----------------------|
| <i>Community Assignments</i> | | | |
| CART Services | \$113.00/Hour | \$83.00/Hour | |
| Projection/Screen Equipment Fee | | | \$65.00 |
| ASCII/Rough Edit File (up to 4 hours) | | | \$40.00 |
| ASCII/Rough Edit File (Up to 8 hours) | | | \$90.00 |
| Special Prep Time* | | | \$50.00 |
| <i>Universities/Colleges/K-12 Education</i> | | | |
| CART Services | \$113.00/Hour | \$83.00/Hour | |
| Projection/Screen Equipment Fee | | | \$60.00 |
| ASCII/Rough Edit File (up to 4 hours) | | | FREE |
| ASCII/Rough Edit File (Up to 8 hours) | | | FREE |
| Special Prep Time* | | | \$50.00 |



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Add to hourly rates above

| | | |
|---|----------|--------------------------|
| With CSR, CPR, and CCP for Court/Legal settings | Add | \$15.00/Hour |
| With CSR and CCP for Court/Legal settings | Add | \$10.00/Hour |
| With CCP for Court/Legal settings | Add | \$5.00/Hour |
| Longer than 3 hours assignment (solo CART provider only) | Add | \$70.00/Hour at 4th hour |
| Mileage (according to State's Policies & Procedures as of 01/01/2013) | Per Mile | \$0.565 |
| EMERGENCY: | | |
| Emergency - Interpreter Service - PRIOR to Midnight | Add | \$5.00/Hour |
| Emergency - Interpreter Service - AFTER Midnight | Add | \$10.00/Hour |

NOTE:
* Approval from the Interpreter and CART Referral Specialist at the RICDHH Office and/or requestor for specific assignment. Accepting long jobs and solo provider rate is up to the Individual CART provider.

Rhode Island CART Provider Policies For Independent Contractors

- Independent contractors shall be paid a two-hour minimum fee regardless of the duration of the scheduled time up to two hours, and shall be paid for the entire amount of time that is requested to be reserved when over two hours.
- If the assignment is cancelled less than 24 hours (1 business day), payment must be made for total hours reserved.
- If the assignment requires less time than reserved, payment must be made for total hours reserved.
- An assignment, 2 hours or more, will require more than one CART provider (extenuating circumstances at the professional judgment and discretion of the primary CART provider according to National Court Reporters Association's (NCRA) Code of Professional Ethics.)
- For Post Secondary Institutions:
 - If an ongoing class is cancelled less than two weeks (10 business days) before the start of assignment, CART provider must be paid two weeks severance. If the course is dropped by a student anytime during the semester/quarter, CART provider must be paid two week.
 - If a class is dismissed earlier than scheduled, the CART provider shall ask the student if s/he needs their service until the reserved time is up, subject to NCRA's Code of Professional Ethics.
 - As soon as the CART provider accepts assignments with the post secondary institution, s/he needs to contact the staff at post secondary institution's student support service as soon as possible to discuss about assignments/logistics and college policies.
- If a client has not arrived for an assignment, the CART provider is to wait no less than 30 minutes.
- If a client has not arrived for an ½ day assignment, the CART provider is to wait no less than 60 minutes.
- If a client has not arrived for a full day assignment, the CART provider is to wait no less than 90 minutes and before making determination to leave, call the RICDHH Interpreter and CART Referral Service to check if a client plans to show up some point of the day.

- After a minimum of two hour reserved, additional time shall be calculated at the CART Provider's rate in thirty-minute increments.
- If the CART provider arrive late or does not show up for the assignment, s/he shall inform appropriate parties in a timely manner including RICDHH. This is in reference to NCRA's Code of Professional Ethics to hold a professional business dialogue to resolve any issues with appropriate parties. However, the provider who does not show up for the assignment shall not submit an invoice.
- If a requestor/payer fails to reimburse a CART provider for an assignment referred by RICDHH and the CART provider has attempted to resolve this matter, the RICDHH Interpreter/CART Referral Service will provide advocacy to the CART provider to assist in the reimbursement for services only when the CART provider had also confirmed the fees and fee-related policies directly with the requestor prior to the assignment. It is the responsibility of the CART provider and the requestor to confirm fees and policies prior to the assignment.

May 22, 2013 for CART Providers' Master Pricing Agreement.

For more information regarding the policies and procedures, please contact Rhode Island Commission on the Deaf and Hard of Hearing, (401) 256-5511 (voice/videophone), (401) 222-1205 (TTY), (401) 222 -5736 (FAX) or email at CDHH@CDHH.RI.GOV.

PAAWD

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.

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.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

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."

TERMS

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. \

P1

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.
PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY
RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED
BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

P6

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY
COMPLIANCE.

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.

INSURANCE2

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.

