



# RI Purchase Agreement Amendment Report

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

ALLIED COURT REPORTERS INC  
 115 PHENIX AVE  
 CRANSTON, RI 02920  
 United States

Amendment Date: 03-FEB-14  
 Original Award Date: 17-OCT-13  
 Buyer: G Walsh  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 640

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 2 Award Number <b>3349743</b> 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 #3349743 DATED 10/17/13 MILEAGE RATE IS DECREASED FROM \$0.565/MILE TO \$0.56/MILE EFFECTIVE 1/1/14.			
4	961.75	MPA-358 - 7/1/13-6/30/16 - MILEAGE		Mile	.565
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

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Award Number: 3349743  
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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>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 CANCELLED LESS THAN TWO WEEKS (10 BUSINESS DAYS) BEFORE THE START OF ASSIGNMENT, CART PROVIDER MUST BE PAID A TWO-WEEK</p>		
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STATE PURCHASING AGENT

*Lorraine A. Hynes*

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](http://www.purchasing.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

# PURCHASES



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		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).  THE FOLLOWING DOCUMENT IS ATTACHED: RHODE ISLAND CART PROVIDER POLICY FOR FREELANCE INDEPENDENT CONTRACTORS.  COMMUNITY ASSIGNMENTS:		
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	75
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
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

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PURCHASES



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Department		Type of Requisition	Bid Number	Requisition Number
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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 - MILEAGE	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	75
26		MPA-358 - 7/1/13-6/30/16 - SPECIAL PREP TIME	Day	50
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

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**PURCHASES**

## 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.

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- 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](mailto:CDHH@CDHH.RI.GOV).

# 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  
CAMPAIGN FINANCE COMPLIANCE ..... III  
INSURANCE REQUIREMENTS (ADDITIONAL) ..... III  
MULTI YEAR AWARD ..... III  
PURCHASE AGREEMENT AWARD ..... III  
AUTHORIZATION AND RELEASE ..... IV  
BLANKET PAYMENT ..... IV  
EQUAL OPPORTUNITY 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****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)."

**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.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **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.