



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](mailto: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

ROBIN L REUSCH  
 25 COURTLAND ST  
 PAWCATUCK, CT 06379  
 United States

Amendment Date: 06-FEB-14  
 Original Award Date: 18-JUN-13  
 Buyer: G Walsh  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 16597

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number <b>3329732</b> Effective Period 01-JUL-13 - 30-JUN-16	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

INTERPRETER - SIGN LANGUAGE - MPA #358

Description			Bid Number	Change Order Req#	
INTERPRETER - SIGN LANGUAGE - MPA #358					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3329732 DATED 6/18/13 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 - INTERPRETER - SIGN LANGUAGE - MILEAGE		Mile	.565
4.1	961.75	MPA-358 - 1/1/14-6/30/16 - INTERPRETER - SIGN LANGUAGE - 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

ROBIN L REUSCH  
25 COURTLAND ST  
PAWCATUCK, CT 06379  
  
United States

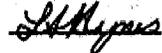
INTERPRETER - SIGN LANGUAGE - MPA  
#358  
  
Award Number: 3329732  
Effective Period: 01-JUL-13 - 30-JUN-16

S H I P P I N G T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 18-JUN-13 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor #: 16597	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 Price

	<p>SIGN LANGUAGE INTERPRETER SERVICES - MPA #358</p> <p>7/1/13 - 6/30/16</p> <p>THIS PURCHASE AGREEMENT CANCELS AND REPLACES PO # 3233650</p> <p>SIGN LANGUAGE INTERPRETER SERVICES ARE GOVERNED BY POLICIES ESTABLISHED BY THE RHODE ISLAND COMMISSION ON THE DEAF AND HARD OF HEARING, COPIES OF WHICH MAY BE OBTAINED BY CONTACTING THE COMMISSION AT CDHH@CDHH.RI.GOV OR BY FAXING REQUESTS TO (401) 222-5736.</p> <p>RESERVATIONS FOR INTERPRETERS MUST BE CANCELLED AT LEAST TWO BUSINESS DAYS IN ADVANCE OR INTERPRETER IS ENTITLED TO BILL CUSTOMER FOR THE NUMBER OF HOURS RESERVED. RESERVATIONS FOR POST SECONDARY CLASSES MUST BE CANCELLED TWO WEEKS PRIOR TO THE RESERVATION PERIOD OR THE INTERPRETER IS ENTITLED TO TWO-WEEKS' COMPENSATION FOR THE RESERVED PERIOD.</p> <p>EXTENUATING CIRCUMSTANCES: WHEN AN ENGAGEMENT EXCEEDS TWO HOURS, A RELIEF INTERPRETER IS REQUIRED AND, IF LESS THAN TWO HOURS, IF THERE ARE EXTENUATING CIRCUMSTANCES PER THE ATTACHED COMMISSION POLICIES.</p> <p>RATES ARE BASED ON CERTIFICATION LEVEL AND ARE RELATED TO SKILL LEVEL. INTERPRETER 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 INTERPRETER. DISCOUNTS SHALL BE DETERMINED PRIOR TO THE ENGAGEMENT AND SHALL BE REFLECTED IN THE CUSTOMER'S PO RELEASE.</p>		
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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](http://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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ROBIN L REUSCH  
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INTERPRETER - SIGN LANGUAGE - MPA  
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Department	Type of Requisition	Bid Number	Requisition Number	
		N/A		
Line	Item	Item Description	Unit	Unit Price

		THE FOLLOWING DOCUMENTS ARE ATTACHED: 1. RHODE ISLAND INTERPRETER POLICY FOR FREELANCE INDEPENDENT CONTRACTORS 2. REGISTRY OF INTERPRETERS FOR THE DEAF (RID) STANDARD PRACTICE PAPER ON TEAM INTERPRETING 3. EXAMPLES OF EXTENUATING CIRCUMSTANCES 4. STATE RATES FY2014 - FY2016 CHART FOR RI LICENSED INTERPRETERS AS FREELANCE INDEPENDENT CONTRACTORS		
1		MPA-358 - 7/1/13-6/30/14 - INTERPRETER - SIGN LANGUAGE - SIGN LANGUAGE INTERPRETER SERVICES - MINIMUM TWO HOURS.	Hour	47
2		MPA-358 - 7/1/14-6/30/15 - INTERPRETER - SIGN LANGUAGE - SIGN LANGUAGE INTERPRETER SERVICES - MINIMUM TWO HOURS.	Hour	47
3		MPA-358 - 7/1/15-6/30/16 - INTERPRETER - SIGN LANGUAGE - SIGN LANGUAGE INTERPRETER SERVICES - MINIMUM TWO HOURS.	Hour	49
4		MPA-358 - 7/1/13-6/30/16 - INTERPRETER - SIGN LANGUAGE - MILEAGE	Mile	.565
5		MPA-358 - 7/1/13-6/30/16 - INTERPRETER - SIGN LANGUAGE - TACTILE INTERPRETING (DEAF/BLIND) - PLUS REGULAR FEE	Hour	5
6		MPA-358 - 7/1/13-6/30/16 - INTERPRETER - SIGN LANGUAGE - RICDHH EMERGENCY INTERPRETER REFERRAL SERVICE - ON CALL FEE	Hour	3
7		MPA-358 - 7/1/13-6/30/16 - INTERPRETER - SIGN LANGUAGE - EMERGENCY INTERPRETER SERVICE - PRIOR TO MIDNIGHT - PLUS REGULAR FEE	Hour	5
8		MPA-358 - 7/1/13-6/30/16 - INTERPRETER - SIGN LANGUAGE - EMERGENCY INTERPRETER SERVICE - AFTER MIDNIGHT - PLUS REGULAR FEE	Hour	10
9		MPA-358 - 7/1/13-6/30/16 - INTERPRETER - SIGN LANGUAGE - EIPA (4.0) FOR PreK-12 ASSIGNMENT - PLUS REGULAR FEE.	Hour	2

STATE PURCHASING AGENT  
*Lorraine A. Hynes*  
Lorraine A. Hynes

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INTERPRETER - SIGN LANGUAGE - MPA  
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Department		Type of Requisition	Bid Number	Requisition Number
Line	Item	Item Description	Unit	Unit Price

AGENCY CONTACT:  
RI CDHH - (V) - (401) 256-5511 -- FAX # (401) 222-5736  
CDHH@CDHH.RI.GOV

STATE PURCHASING AGENT

Lorraine A. Hynes

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State of Rhode Island and Providence Plantations

# Rhode Island Commission on the Deaf and Hard of Hearing

• COMMUNICATIONS • OPPORTUNITIES • EQUALITY •

May 24, 2013

Interpreters as Independent Contractors  
CART Providers as Independent Contractors

On behalf of the Rhode Island Commission on the Deaf and Hard of Hearing, please find the approved state rates that will be in effect on July 1, 2013 for the Fiscal Year 2014, Fiscal Year 2015, and Fiscal Year 2016. Additional information are also attached for your records.

You should receive a master pricing agreement package from the Rhode Island Division of Purchases including your new state rates, team interpreting defined by the RID, policies for state-related assignments, and among others within a few weeks.

We want to thank you for taking time to review a number of proposals, sharing your thoughts and feedback, and attending the hearings. All letters and comments had been carefully reviewed and considered.

If you have questions or concerns, please do not hesitate to contact me at [Steven.Florio@cdhh.ri.gov](mailto:Steven.Florio@cdhh.ri.gov).

Thank you.

Sincerely,



Steven A. Florio  
Executive Director

CC: RICDHH Commissioners  
Lorraine Hynes, Division of Purchases  
Gail Walsh, Division of Purchases



Department of Administration Building, One Capitol Hill, Ground Level, Providence, RI 02908-5850

(401) 256-5511 (Videophone and Voice) (401) 222-5736 (FAX)  
E-mail: [cdhh@cdhh.ri.gov](mailto:cdhh@cdhh.ri.gov) Website: [www.cdhh.ri.gov](http://www.cdhh.ri.gov)



RI Commission on the  
Deaf and Hard of Hearing

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CDHH@CDHH.RI.GOV



**YEAR 1**

With RID's Specialist Certificate: Legal for Court/Legal (SC:L) (RID Certification and Legal settings only)	Add	\$15.00/Hour
Without RID's Specialist Certificate: Legal for Court/Legal (w/o SC:L) (Proof of legal training as defined in the Section 3.1 of RICDHH Policies and Procedures and/or RID's CLIP-R is required. RID Certification and Legal settings only.)	Add	\$10.00/Hour
Travel Time for Court/Legal (Over 30 miles per one way only) (RID Certification and Legal settings only)	Add	Base Rate/Hr
Educational Interpreter Performance Assessment - 4.0 and higher (K-12 classroom assignments only, other assignments not apply)	Add	\$2.00/Hour
Deaf-Blind Rate (close-vision or tactile interpreting)	Add	\$5.00/Hour
Mileage (according to State's Policies & Procedures as of 01/01/2013)	Per Mile	\$0.565
<b>EMERGENCY:</b> RICDHH Emergency Referral Service On-Call Fee (After Hours Only)	Set	\$3.00/Hour
Emergency - Interpreter Service - PRIOR to Midnight	Add	\$5.00/Hour
Emergency - Interpreter Service - AFTER Midnight	Add	\$10.00/Hour

**NOTE:**

- \* Years of experience based on uninterrupted holding of Certification recognized by RID.
- \* Years of experience based on uninterrupted holding of State Screened.
- \* Level determined as of original certification recognized by RID.
- \* State screened interpreters who become RID Certified enter the grid at the current base unit rate level.
- \* When an interpreter is projected to reach a 5-year increment in a fiscal year, the "next column" state rate will be set at the beginning of the same fiscal year.
- \* A Standard National Interpreter Certification (NIC) is awarded by RID instead of 3 levels of NIC effective on December 1, 2011. It is labeled as NIC-2011.



1. State screened is valid for 5 years.
2. State screened PLUS RID Generalist (written) exam is valid for up to 10 years.



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CDHH@CDHH.RI.GOV



# YEAR 2

With RID's Specialist Certificate: Legal for Court/Legal (SC:L) (RID Certification and Legal settings only)	Add	\$15.00/Hour
Without RID's Specialist Certificate: Legal for Court/Legal (w/o SC:L) (Proof of legal training as defined in the Section 3.1 of RICDHH Policies and Procedures and/or RID's CLIP-R is required. RID Certification and Legal settings only.)	Add	\$10.00/Hour
Travel Time for Court/Legal (Over 30 miles per one way only) (RID Certification and Legal settings only)	Add	Base Rate/Hr
Educational Interpreter Performance Assessment - 4.0 and higher (K-12 classroom assignments only, other assignments not apply)	Add	\$2.00/Hour
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Mileage (according to State's Policies & Procedures as of 01/01/2013)	Per Mile	\$0.565
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**YEAR 3**

With RID's Specialist Certificate: Legal for Court/Legal (SC:L) (RID Certification and Legal settings only)	Add	\$15.00/Hour
Without RID's Specialist Certificate: Legal for Court/Legal (w/o SC:L) (Proof of legal training as defined in the Section 3.1 of RIDHH Policies and Procedures and/or RID's CLIP-R is required. RID Certification and Legal settings only.)	Add	\$10.00/Hour
Travel Time for Court/Legal (Over 30 miles per one way only) (RID Certification and Legal settings only)	Add	Base Rate/Hr
Educational Interpreter Performance Assessment - 4.0 and higher (K-12 classroom assignments only, other assignments not apply)	Add	\$2.00/Hour
Deaf-Blind Rate (close-vision or tactile interpreting)	Add	\$5.00/Hour
Mileage (according to State's Policies & Procedures as of 01/07/2013)	Per Mile	\$0.565
<b>EMERGENCY:</b> RIDHH Emergency Referral Service On-Call Fee (After Hours Only)	Set	\$3.00/Hour
Emergency - Interpreter Service - PRIOR to Midnight	Add	\$5.00/Hour
Emergency - Interpreter Service - AFTER Midnight	Add	\$10.00/Hour

**NOTE:**

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- \* Years of experience based on uninterrupted holding of State Screened.
- \* Level determined as of original certification recognized by RID.
- \* State screened interpreters who become RID Certified enter the grid at the current base unit rate level.
- \* When an Interpreter is projected to reach a 5-year increment in a fiscal year, the "next column" state rate will be set at the beginning of the same fiscal year.
- \* A Standard National Interpreter Certification (NIC) is awarded by RID instead of 3 levels of NIC effective on December 1, 2011. It is labeled as NIC-2011.



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## Rhode Island Interpreter Policies For Independent Contractors For State Agencies

- 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 48 hours (2 business days), 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 (sometimes less than two hours), will require more than one interpreter (extenuating circumstances at the professional judgment and discretion of the interpreter according to RID's Code of Professional Conduct). Please refer to Registry of Interpreters for the Deaf's Standard Practice paper and list of situations as the guidelines that might warrant 2 interpreters for an assignment that is less than 2 hours long.
- For Post Secondary Institutions:
  - If an ongoing class is cancelled less than two weeks (10 business days) before the start of assignment, interpreter must be paid two weeks severance. If the course is dropped by a student anytime during the semester/quarter, interpreter must be paid two weeks.
  - If a class is dismissed earlier than scheduled, the interpreter (s) shall ask the student if s/he needs their service until the reserved time is up, subject to RID Code of Professional Conduct.
  - As soon as the interpreter 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 the assignment, the interpreter is to wait no less than 30 minutes.
- If a client has not arrived for an ½ day assignment, the interpreter is to wait no less than 60 minutes.
- If a client has not arrived for a full day assignment, the interpreter 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 Interpreter's rate in thirty-minute increments.
- If the interpreter who arrives to the assignment 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 RID's Code of Professional Conduct to hold a professional business dialogue to resolve any issues with appropriate parties. However, interpreter who does not show up for the assignment shall not submit an invoice.
- If a requestor/payer fails to reimburse an interpreter for an assignment referred by RICDHH and the interpreter has attempted to resolve this matter, the RICDHH Interpreter/CART Referral Service will provide advocacy to the interpreter to assist in the reimbursement for services only when the interpreter had also confirmed the fees and fee-related policies directly with the requestor prior to the assignment. It is the responsibility of the interpreter and the requestor to confirm fees and policies prior to the assignment.
- RI Court: Qualified Interpreters only

Legal Approved with Specialist Certificate in Legal (Court/Legal settings only)

*Add \$15.00/Hour*

Legal Approved without Specialist Certificate in Legal (Proof of legal training as defined in the Section 3.1 in the RICDHH Interpreters Referral Service Policies and Procedures and/or RID's CLIP-R is required. Court/Legal settings only)

*Add \$10.00/Hour*

- Time Travel for legal/court settings only = If an interpreter is required to drive more than 30 miles per one way, the interpreter is qualified to include the travel time.

*Add interpreter's state base rate per hour*

May 22, 2013 for Interpreters' Master Pricing Agreements. For more information regarding the policies and procedures, please contact Rhode Island Commission on the Deaf and Hard of Hearing, (401) 256-5511, (401) 222 -5736 (FAX) or email at [CDHH@CDHH.RI.GOV](mailto:CDHH@CDHH.RI.GOV).

## TEAM INTERPRETING

*The Registry of Interpreters for the Deaf, Inc., (RID) Standard Practice Paper (SPP) provides a framework of basic, respectable standards for RID members' professional work and conduct with consumers. This paper also provides specific information about the practice setting. This document is intended to raise awareness, educate, guide and encourage sound basic methods of professional practice. The SPP should be considered by members in arriving at an appropriate course of action with respect to their practice and professional conduct.*

*It is hoped that the standards will promote commitment to the pursuit of excellence in the practice of interpreting and be used for public distribution and advocacy.*

### About Team Interpreting

Team interpreting is the utilization of two or more interpreters who support each other to meet the needs of a particular communication situation. Depending on both the needs of the participants and agreement between the interpreters, responsibilities of the individual team members can be rotated and feedback may be exchanged.

The decision to use a team rather than an individual interpreter is based on a number of factors, including, but not limited to:

- length and/or complexity of the assignment,
- unique needs of the persons being served,
- physical and emotional dynamics of the setting,
- avoidance of repetitive stress injuries (RSIs) for interpreters.

An interpreter who is hearing may sometimes team with an interpreter who is deaf, called a certified deaf interpreter (CDI). (See CDI Standard Practice Paper for additional information.)

### The Team Process

All team members are actively engaged in the process. They may be providing direct interpretation services, actively working between the two languages or functioning in a supporting role. This support is necessary to enhance the team's performance and assure accurate communication takes place and may include:

- monitoring the overall setting
- assuring appropriate and timely transitions
- supporting/cueing other team members as needed.

At times, more than one team of interpreters may be needed. Some factors determining the number of interpreters needed are:

- size of the audience
- setting
- communication preferences of presenter(s) and audience type and interactivity of presentation
- special communication needs of those in attendance (including, but not limited to, the need for tactile, oral or close visual range interpretation)
- dynamics of the scheduled events (concurrent sessions, off site tours, etc.)

When two or more interpreters are working together, the team will need a sufficient amount of time prior to the assignment to determine placement, roles and how to provide support to each other. Settings where teams work can include, but are not limited to, post-secondary education, ceremonies, lectures, workshops, staff meetings and employee orientations, adversarial hearings and performing arts.

~~RID believes that through teaming, all consumers can receive optimum communication because each team member can function at their best.~~

RESOURCE:

[www.dlr-consulting.ca/team.htm](http://www.dlr-consulting.ca/team.htm)

## **Examples of extenuating circumstances that might warrant 2 interpreters for an assignment that is less than 2 hours long:**

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- 1) A presentation to a large audience that involves a panel in the front of the room with both deaf and hearing panelists and audience members comprised of both deaf and hearing individuals. This might also be a board meeting with deaf and hearing board members and a mixed audience.
  - 2) Deaf blind interpreting, especially tactile usually requires 2 interpreters to switch off at 20-minute intervals to maintain the integrity of the message.
  - 3) Highly technical information: e.g. in a rigorous academic discipline such as linguistics where information is highly encoded and requires intense speed and concentration as well as accuracy.
  - 4) Trainings workshops and lectures that involve constant talking/signing without normal breaks (as one would see in a casual conversation).. Formal lectures.
  - 5) CDI: a deaf language specialist may be needed to work with a hearing interpreter in a variety of specialized settings: courtroom, deaf-blind, with children, deaf consumers from outside the country, non-standard language users, idiosyncratic language users, high visual language users, etc.
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**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](http://www.purchasing.ri.gov)."

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## 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.

