# Notice of Contract Purchase Agreement



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

RI COURT REPORTING INC
747 N MAIN ST
PROVIDENCE RI 02904

CART SERVICES FOR COLLEGE STUDENTS WITH DISABILITIES - MPA #443

| Award Number | Effective Period: |
|---|---|
| 3187613 | 01-JUN-10 - 31-JUL-11 |

**SHIP TO**
MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST RI MPA
United States

**Date:** 01-JUN-10
**Buyer:** D Cadoret
**Shipping:** Paid
**Terms:** NET 30
**Vendor#:** 518

**INVOICE**
MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST RI MPA
United States

| Department | Type of Requisition | Bid Number | Requisition Number |
|---|---|---|---|
| | | N/A | |

BLANKET REQUIREMENTS
6/1/10 - 7/31/11

MPA #443

CART SERVICES (COMPUTER ASSISTED REAL TIME CAPTIONING) FOR COLLEGE STUDENTS WITH DISABILITIES MORNING, AFTERNOON AND EVENING CLASSES.

NOT TO EXCEED $100,000 00

SUPPLIER CONTACT:
PATRICIA QUIRK
401-437-3366

**STATE PURCHASING AGENT**

Louis A. DeQuattro

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

# Request for Quote

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

**CREATION DATE :** 05-MAR-10
**BID NUMBER:** 7323518
**TITLE:** CART SERVICES FOR COLLEGE STUDENTS WITH DISABILITIES (MPA #443)

**BLANKET START** : 19-APR-10
**BLANKET END** : 31-JUL-11
**BID CLOSING DATE AND TIME:** 16-APR-2010 10:00:00

BUYER: Cadoret, David
PHONE #: N/A

**BILL TO**
**MASTER PRICE AGREEMENT**
**SEE BELOW**
**RELEASE AGAINST, RI MPA**
**US**

**SHIP TO**
**MASTER PRICE AGREEMENT**
**SEE BELOW**
**RELEASE AGAINST, RI MPA**
**US**

**Requistion Number:**

Note to Bidders: Questions concerning this solicitation must be received by the Division of Purchases at bidinfo@purchasing.state.ri.us no later than 12 noon 4/2/10. Questions should be submitted in a microsoft word attachment. Please reference the RFP # on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

| Line | Description | Quantity | Unit | Unit Price | Total |
|---|---|---|---|---|---|
| | BLANKET REQUIREMENTS: 4/19/10 - 7/31/11<br>MASTER PRICE AGREEMENT #443<br>CART SERVICES (COMPUTER ASSISTED REAL TIME CAPTIONING) FOR COLLEGE STUDENTS WITH DISABILITIES (MORNING, AFTERNOON, EVENING CLASSES)<br>MULTIPLE AWARDS WILL BE MADE IN THE BEST INTEREST OF THE STATE OF RHODE ISLAND | | | | |
| * 1 | MPA-443 4/19/10-7/31/11 APPEARANCE FEE WITH ELECTRONIC NOTES UNDER 1 HOUR PER DAY | 1.00 | Hour | 150.00 | 150.00 |
| 2 | MPA-443 4/19/10-7/31/11 APPEARANCE FEE WITH ELECTRONIC NOTES 1-2 HOURS PER DAY | 1.00 | Hour | 100.00 - Per class | 100.00 Per Class |
| 3 | MPA-443 4/19/10-7/31/11 APPEARANCE FEE WITH ELECTRONIC NOTES 2-3 HOURS PER DAY | 1.00 | Hour | 100.00 Per class | 100.00 Per Class |
| 4 | MPA-443 4/19/10-7/31/11 APPEARANCE FEE WITH ELECTRONIC NOTES 3-5 HOURS PER DAY | 1.00 | Hour | 100.00 Per class | 100.00 Per Class |
| ** 5 | MPA-443 4/19/10-7/31/11 APPEARANCE FEE WITH ELECTRONIC NOTES 5 OR MORE HOURS PER WEEK | 1.00 | Hour | 100.00 Per class | 100.00 Per class |
| *** 6 | MPA-443 4/19/10-7/31/11 DISCOUNTED CART CHARGES WHEN ASSIGNMENTS ARE ON A SEMESTER BASIS | 1.00 | Each | 100.00 Per class | 100.00 Per class |
| **** 7 | MPA-443 4/19/10-7/31/11 CANCELLATION CHARGE FOR LESS THAN 24 HOUR NOTICE | 1.00 | Each | 100.00 | 100.00 |
| ***** 8 | MPA-443 4/19/10-7/31/11 FULL TRANSCRIPT/PER SESSION ON REQUEST - STANDARD FEE | 1.00 | Each | Per Page $3.75 | 3.75 Per Page |

Delivery: Simultaneous with Service

Terms of Payment: 30 Days Net

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

* See attached Notes - Page 2.

ADDITIONAL INFORMATION FOR CART SERVICES BID:

NOTES (NOT TRANSCRIPT) TO BE PROVIDED ELECTRONICALLY TO STUDENT OR DISABILITY SERVICES UNIT, ON SITE-NO FEE

NO TRAVEL FEES

NO CHARGE FOR CLASS CANCELLATION WITH A 24 HOUR NOTICE

FIRM WILL BE REQUIRED TO WAIT A MINIMUM OF 15 MINUTES IF THE STUDENT IS A NO SHOW THE FIRM IS AUTHORIZED TO INVOICE THE AGENCY FOR ONE HOUR AND MUST NOTIFY THE DSS UNIT OF THE COLLEGE

FIRM WILL BE ALLOWED 10 MINUTES SET-UP, 10 MINUTES BREAK DOWN FOR EACH SESSION EXAMPLE: A FIFTY MINUTE CLASS OR A SEVENTY-FIVE MINUTE CLASS WOULD FALL INTO THE 1-2 HOUR RANGE

FIRM ASSURES THAT ASSIGNED CART TRANSCRIPTIONISTS WILL HAVE AT LEAST ONE YEAR EXPERIENCE IN A HIGHER EDUCATION SETTING

* Page 1 of 1 / Request For Quote:

* 1. Fee applies when class is stand alone, not grouped with consecutive classes.

** 5. If classes are consecutive / $100.00 per class.

*** 6. Discount rate has been applied to classes grouped together - consecutively.

**** 7. Cancellation Fee will only be applied if Captioner is en route.

***** 8. Printed and edited transcript / Per page charge applie

CONTRACT TERMS AND CONDITIONS BLANKET/CONTRACT
3187613

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.

PARTIAL
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

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.

P6
THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE

WAGE1
VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

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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."

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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.

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.