



Notice of Blanket Purchase Agreement

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

PROVIDENCE PLAN, THE
 10 DAVOL SQ
 STE 300
 PROVIDENCE, RI 02903

MPA-230 - COMPUTER TECHNICAL SUPPORT SERVICES	
Award Number 3088166	Effective Period: 01-JUL-08 - 30-JUN-11

All hourly rates for the roles on this MPA are fixed-priced. There is no negotiating of rates. All requests for new hires from this MPA **must be done thru the MPA Administrator** - Debbie St Hilaire (574-9212). **The MPA administrator will request resumes via email from the 15 best-priced vendors for the requested role.** Once the resumes are received, they will be forwarded to the requesting party for review, interviews and selection. The MPA administrator will coordinate the start date with the vendor for the selected individual.

S	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Date: 12-JUN-08 Buyer: J Moynihan Shipping: Paid Terms: NET 30 Vendor # 1620	I	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 Price

		CHANGE TO PO #3088166		
		CHANGE EFFECTIVE PERIOD: FROM: 7/1/08 - 6/30/09 TO: 7/1/08 - 6/30/11		
1		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER JUNIOR	Hour	45
2		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER INTERMEDIATE	Hour	55
3		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER SENIOR	Hour	125
4		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER JUNIOR	Hour	45
5		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER INTERMEDIATE	Hour	55
6		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER SENIOR	Hour	75
7		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR JUNIOR	Hour	55
8		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR INTERMEDIATE	Hour	75
9		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR SENIOR	Hour	125
10		MPA-230 - APPLICATION DEVELOPMENT - CONTENT DEVELOPER JUNIOR	Hour	45
11		MPA-230 - APPLICATION DEVELOPMENT - CONTENT DEVELOPER INTERMEDIATE	Hour	55
12		MPA-230 - APPLICATION DEVELOPMENT - CONTENT DEVELOPER SENIOR	Hour	75
13		MPA-230 - APPLICATION DEVELOPMENT - COURSE DEVELOPER JUNIOR	Hour	45
14		MPA-230 - APPLICATION DEVELOPMENT - COURSE DEVELOPER INTERMEDIATE	Hour	55

STATE PURCHASING AGENT
 Lorraine A. Hynes



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 ONE CAPITOL HILL
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 United States

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			N/A	
Line	Item	Item Description	Unit	Unit Price

15		MPA-230 - APPLICATION DEVELOPMENT - COURSE DEVELOPER SENIOR	Hour	75
16		MPA-230 - APPLICATION DEVELOPMENT - DATA ENTRY JUNIOR	Hour	45
17		MPA-230 - APPLICATION DEVELOPMENT - DATA ENTRY INTERMEDIATE	Hour	55
18		MPA-230 - APPLICATION DEVELOPMENT - DATA ENTRY SENIOR	Hour	75
19		MPA-230 - APPLICATION DEVELOPMENT - GIS JUNIOR	Hour	45
20		MPA-230 - APPLICATION DEVELOPMENT - GIS INTERMEDIATE	Hour	55
21		MPA-230 - APPLICATION DEVELOPMENT - GIS SENIOR	Hour	75
22		MPA-230 - APPLICATION DEVELOPMENT - TECHNICAL WRITER JUNIOR	Hour	45
23		MPA-230 - APPLICATION DEVELOPMENT - TECHNICAL WRITER INTERMEDIATE	Hour	55
24		MPA-230 - APPLICATION DEVELOPMENT - TECHNICAL WRITER SENIOR The following documents for MPA 230 are incorporated herein by reference, any: (1) Nondisclosure, Confidentiality and Invention Agreement; (2) Letter Agreement(s) for Contractor's Employees; (3) HIPAA Business Associate Agreement; (4) Vendor Certification(s); and, (5) any other document required by MPA 230, signed by vendor or its employees. Additional terms and conditions for Temporary Personnel (Exhibit A dated 5/15/08) are attached hereto and made a part hereof. The State reserves the right to require additional terms and conditions when entering into individual engagements with vendors	Hour	75

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes

Temporary Personnel

EXHIBIT A

5/15/08

Contractor agrees to recruit, hire, and place temporary personnel at the request of the State and comply with the following:

- The State shall have an approved "Request for Consultation Services Form (RP6A)." MPA administrator will then send an email with requirements for role needed. Contractor must maintain an email account.
- Contractor will screen the candidates to insure that they meet the requirements as described in the job descriptions provided by the State, including educational background, knowledge, lack of conflicts, licensure and experience necessary to perform the duties of the position requested. It is recommended the Contractor use an industry acceptable encryption method to submit any confidential information.
- Contractor will email resumes to the identified State contact person for review and interview (if requested). Only one email per role requested should be sent to the State contact person. Email may contain multiple resumes for that particular role. The subject line must contain all the information requested by the State contractor (role, project number, etc.)
- MPA Administrator will notify the Contractor of the selected individual.
- **The selected individual shall be deemed to be an employee, agent or subcontractor of Contractor and will not be considered an employee, agent or subcontractor of the State for any purpose whatsoever.**
- Contractor shall handle and be responsible for any and all payroll functions and any other duties and obligations as employer of the temporary personnel including, but not limited to, federal, state and/or local payroll taxes and worker's compensation.
- In the event that State notifies Contractor at any time the selected individual is unacceptable in the State's sole discretion, or for any reason the State discontinues payment to Contractor, the placement shall be immediately terminated.
- For any complaints or allegations solely involving two or more selected individual(s) of the Contractor, it is the responsibility of the Contractor to investigate and take any action it deems appropriate.

- Contractor will exercise its best effort to have the selected individual start within two weeks or sooner depending upon the urgency of the request.
- Each selected individual will be required to maintain an electronic time card. The application to enter the time will be supplied by the State and available at the State work site.
- Contractor will identify a single point of contact (Account Manager) to ensure timely handling of requests and/or issues of State.
- Invoice the State sent to the attention of Accounts and Controls on a monthly basis on or before the 15th day of each month for the previous month's charges that will include: the Contractor's employee's name, position title, total number of hours worked by the hourly rate of pay and Purchase Order Number. The Contractor shall prepare and submit with the monthly invoice the following reports in form and substance satisfactory to the State:
 - (i) A summary of any recruitment or placement activity that occurred during the invoice period.
 - (ii) A backup spreadsheet identifying the PO number, release number, billing period ending date and the invoice number should be submitted with the vendor's normal invoice. The backup should contain each PO line item number and role (e.g. 56.0 Unix Administrator – intermediate) used, the PO line item numbers and names of the individuals assigned to the project(e.g., 56.1, Jones, John, 56.2, Smith, Mary) the numbers of hours billed, the rate billed, the rate multiplied by the hours for each line item and total amount. The total amount billed on the vendor's regular invoice should exactly match the total on the invoice backup spreadsheet.
 - (iii) Tolerance Report. The Tolerance Report will indicate what percentage has been invoiced against the Purchase Order amount. When the Purchase Order has reached 70%, the MPA Administrator with the Contractor and requesting agency/manager, will review the remaining needs to ensure the Purchase Order balance is sufficient. The form of the Tolerance Report is attached hereto.
- Meet with State staff to discuss the status of this work effort, including any performance issues or concerns, and if necessary, plans for improvement. The meetings will be held at the identified State office.
- Contractor shall be responsible for the maintenance of complete records on all time and charges submitted for payment. Such records shall be made available to the State's representatives upon its request.
- Prepare and submit to the State any other reports, documents or other materials in form and substance satisfactory to the State.

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

CAMPAIGN FINANCE COMPLIANCE

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).

WAGE REQUIREMENTS - ADDITIONAL

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.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

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.

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.

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.

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.

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.

LICENSE REQUIREMENTS

VENDOR IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. 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.