RI Purchase Agreement Amendment Report

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

TORRY HARRIS BUSINESS SOLUTIONS INC
536 FAYETTE ST
PERTH AMBOY, NJ 08861

Amendment Date: 14-JUN-10
Original Award Date: 16-JUN-08
Buyer: J Moynihan
Phone #: 401-574-8119
FOB: Destination
Terms: NET 30
Vendor # 32100

SHIP TO		Change Order Number	INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	**2** Award Number **3088320** Effective Period **01-JUL-08 - 30-JUN-11**		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

MPA-230 - COMPUTER TECHNICAL SUPPORT SERVICES

Description	Bid Number	Change Order Req#
MPA-230 - COMPUTER TECHNICAL SUPPORT SERVICES		

Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO P.O. #3088320 CHANGE EFFECTIVE PERIOD: FROM: 7/1/08 - 6/30/10 TO: 7/1/08 - 6/30/11			

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.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

RI Purchase Agreement Amendment Report

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

TORRY HARRIS BUSINESS SOLUTIONS INC
33 WOOD AVE S
ISELIN, NJ 08830

Amendment Date: 04-MAY-09
Original Award Date: 16-JUN-08
Buyer: J Moynihan
Phone #: 401-574-8119
FOB: Destination
Terms: NET 30
Vendor # 32100

SHIP TO		Change Order Number	INVOICE	
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	**1** Award Number **3088320** Effective Period **01-JUL-08 - 30-JUN-10**		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

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Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
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PROVIDENCE RI 02908

TORRY HARRIS BUSINESS SOLUTIONS INC
33 WOOD AVE S
ISELIN, NJ 08830

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.

MPA-230 - COMPUTER TECHNICAL SUPPORT SERVICES

Award Number
3088320

Effective Period:
01-JUL-08 - 30-JUN-09

SHIP TO			INVOICE
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 16-JUN-08 **Buyer:** J Moynihan **Shipping:** Paid **Terms:** NET 30 **Vendor #** 32100	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
		7/1/08 - 6/30/09 WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS. SUPPLIER TELEPHONE # (732) 744-3428 SUPPLIER FAX # (732) 422-0825		
1		MPA-230 - APPLICATION DEVELOPMENT - BUSINESS ANALYST JUNIOR	Hour	65
2		MPA-230 - APPLICATION DEVELOPMENT - BUSINESS ANALYST INTERMEDIATE	Hour	70
3		MPA-230 - APPLICATION DEVELOPMENT - BUSINESS ANALYST SENIOR	Hour	80
4		MPA-230 - APPLICATION DEVELOPMENT - CONFIGURATION SPECIALIST INTERMEDIATE	Hour	75
5		MPA-230 - APPLICATION DEVELOPMENT - CONFIGURATION SPECIALIST SENIOR	Hour	85
6		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER/TECHNICAL JUNIOR	Hour	70
7		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER/TECHNICAL INTERMEDIATE	Hour	85
8		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER/TECHNICAL SENIOR	Hour	95
9		MPA-230 - APPLICATION DEVELOPMENT - PROCESS ARCHITECT JUNIOR	Hour	70
10		MPA-230 - APPLICATION DEVELOPMENT - PROCESS ARCHITECT INTERMEDIATE	Hour	85
11		MPA-230 - APPLICATION DEVELOPMENT - PROCESS ARCHITECT SENIOR	Hour	95
12		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER JUNIOR	Hour	70

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MPA-230 - COMPUTER TECHNICAL SUPPORT SERVICES

Award Number
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SHIP TO			INVOICE
	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	**Date:** 16-JUN-08 **Buyer:** J Moynihan **Shipping:** Paid **Terms:** NET 30 **Vendor #** 32100	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
13		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER INTERMEDIATE	Hour	75
14		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER SENIOR	Hour	85
15		MPA-230 - APPLICATION DEVELOPMENT - SYSTEMS ANALYST JUNIOR	Hour	70
16		MPA-230 - APPLICATION DEVELOPMENT - SYSTEMS ANALYST INTERMEDIATE	Hour	80
17		MPA-230 - APPLICATION DEVELOPMENT - SYSTEMS ANALYST SENIOR	Hour	90
18		MPA-230 - APPLICATION DEVELOPMENT - SYSTEM INTEGRATOR INTERMEDIATE	Hour	85
19		MPA-230 - APPLICATION DEVELOPMENT - SYSTEM INTEGRATOR SENIOR	Hour	95
20		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER INTERMEDIATE	Hour	85
21		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER SENIOR	Hour	95
22		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER JUNIOR	Hour	70
23		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER INTERMEDIATE	Hour	75
24		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER SENIOR	Hour	80
25		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR JUNIOR	Hour	70
26		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR INTERMEDIATE	Hour	75
27		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR SENIOR	Hour	80
28		MPA-230 - APPLICATION DEVELOPMENT - ORACLE FINANCIAL SPECIALIST INTERMEDIATE	Hour	95
29		MPA-230 - APPLICATION DEVELOPMENT - ORACLE FINANCIAL SPECIALIST 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	Hour	110

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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

Line	Item	Item Description	Unit	Unit Price
		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		

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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

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.

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).

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.