

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	GEOVISION INC 203 ARLINGTON ST STE 2 WATERTOWN, MA 02472 United States
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MPA-479 COMMUNICATIONS & MARKETING SERVICES	
Award Number	3333364
Revision Number	2
Effective Period	16-JUL-2013 - 31-MAY-2017
Approved PO Date	06-MAY-2016
Vendor Number	43645

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	
Change Order Requisition Number	
Solicitation Number	7461231
Freight	Paid
Payment Terms	NET 30
Buyer	Francis, David -

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO 3333364 - GEOVISION, INC.

CHANGE EFFECTIVE PERIOD:

FROM: 6/1/13 - 5/31/16

TO: 6/1/13 - 5/31/17

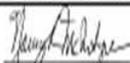
EXERCISE OPTION RENEWAL YEAR. ONE ANNUAL OPTION TO RENEW REMAINS.

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT


 Nancy R. McIntyre

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).

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."

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.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).



Notice of Contract Purchase Agreement

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

GEOVISION INC
203 ARLINGTON ST
STE 2
WATERTOWN, MA 02472
United States

MPA-479 COMMUNICATIONS & MARKETING SERVICES	
Award Number 3333364	Effective Period: 16-JUL-13 - 31-MAY-16

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 16-JUL-13 Buyer: D Majcher Shipping: Paid Terms: NET 30 Vendor#: 43645	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	

CONTRACT TERM: 7/16/13-5/31/16
WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS AT THE SOLE OPTION OF THE STATE.

MASTER PRICE AGREEMENT #479
CATEGORIES 1,2 AND 3.

PROVIDE COMMUNICATIONS AND MARKETING SERVICES IN ACCORDANCE WITH THE PROVISIONS OF RFP #7461231; THE ATTACHED SUPPLEMENTAL AGREEMENT EFFECTIVE MAY 30, 2013 BETWEEN THE RHODE ISLAND DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASES AND GEOVISION INC.; AND COST PROPOSAL DATED MARCH 19, 2013, WHICH IN CONFLICT ARE SUBSERVIENT TO THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

PLEASE NOTE:
WHEN SUBMITTING INVOICES, VENDOR IS REQUIRED TO PROVIDE JOB CLASSIFICATIONS, HOURLY RATES & NUMBER OF HOURS WORKED FOR ALL DELIVERABLES BEING BILLED.

VENDOR CONTACT:
GEOVISION INC.
JUAN MANDELBAUM, PRESIDENT
TEL: (617) 926-5454
FAX: (617) 926-5411
EMAIL: JUANM@GEOVISIONONLINE.COM

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

Supplemental Agreement

The Rhode Island Department of Administration, Division of Purchases (“Division”) and Geovision, Inc. (“VENDOR”) (collectively known as the “Parties” or as a “Party” individually) hereby enter into this “Supplemental Agreement,” on the 20th day of May, 2013, effective upon issuance of Master Price Agreement # 479 (“MPA”) by the Division, to provide communications and/or marketing services to the State of Rhode Island (“State”), in accordance with the terms and conditions stated in Request for Proposal # 7461231 and addenda (“RFP”), Communications and Marketing Services, and now stated herein.

1. Incorporation of the Agreement in its Entirety:

The Notice of Contract Purchase Agreement, along with the State Procurement Regulations and General Conditions of Purchase, and the documents listed below, are all expressly incorporated by reference into this Supplemental Agreement and shall be collectively referred to as the “Agreement”:

- A. Request for Proposal # 7461231 and Addenda**, and all of the terms and conditions contained therein, including, but not limited, to the following terms:
- MPA #479 will be for a three (3) year duration, with two (2) one (1) year extensions at the Division’s option;
 - All pricing submitted and attached herein will be considered to be a firm and fixed maximum rate – the State reserves the right to negotiate lower rates than the stated maximum rate on a case-by-case basis;
 - There is no guarantee of any level of purchasing activity on behalf of the State under MPA # 479;
 - The same offers, terms and conditions as stated in the Agreement will be accessible to the Legislative and Judicial Branches of the State of Rhode Island, Rhode Island municipalities (cities and towns), school districts and quasi-public agencies. (In other words, this MPA is extended to all governmental or quasi-governmental entities in Rhode Island should they decide voluntarily participate and access the pricing and terms available under MPA 479);
- B. VENDOR’s Cost Proposal (Attachment #1)** – and all of the terms contained therein, provided however, that the rates stated in the cost proposal are the maximum rates and an agency may also negotiate a lower rates or a flat fixed fee arrangement on a project by project basis. Nothing herein prevents the agency from contacting multiple firms listed on the MPA to provide the same scope of work and selecting a firm that will provide the best value for the State. Additionally, the VENDOR may propose alternative fee arrangements.
- C. VENDORS’s Technical Proposal**

2. Order of Precedence

To the extent that there is any conflict in terms among the items incorporated into the Agreement, the following order of supremacy (with one (1) being the highest order of priority) shall control:

1. The State Procurement Regulations and the State's General Conditions of Purchase;
2. The Supplemental Agreement
3. RFP
4. VENDOR's Cost Proposal; and
5. VENDOR's Technical Proposal.

3. Scope of Work

TERM: The term of this MPA will be for three (3) years, with two (2) one year extensions at the sole option of the Division. **There is no guarantee of any level spending activity to a VENDOR selected for this MPA.**

General Description

The VENDOR will be responsible for providing work within the following categories of services:

1. Strategic marketing consultation; and
2. Technical services, including production of materials.
3. Research based services

Services required will be based on the needs of individual programs and projects, and may include one or more of the categories above. Following is a description of the activities that the State's agencies expect the VENDOR to perform for each of the categories of services.

Category 1: Strategic Marketing Consultation

Projects require an array of consultation services for planning effective communication and marketing strategies, ranging from conducting formative research; to designing brochures; to designing, implementing, and evaluating comprehensive communication campaigns. The VENDOR agrees to provide an array of strategic marketing consultation services, including but not limited to the following types of services:

- Strategic communication planning
- Crisis communication
- Media relations and/or public relations
- Media training
- Special events planning

- Creative services (such as graphic design/layout of print materials, logo development, illustration, copywriting)
- Comprehensive literature reviews
- Social Media
- Evaluation
- Media Monitoring
- General communication and support on a project basis, as needed.

These services may be requested as individual, stand alone services, or they may be requested as part of a comprehensive campaign. The service should result in a formal plan that is provided to the agency on a project by project basis. The services required will depend on the scope of work for each program or project. The services will be paid on an hourly basis (unless negotiated otherwise by an agency and approved by the Division in which case a fixed project price may be negotiated), based on a specific scope of work to be defined by an agency. Prior to starting, the VENDOR will meet with the relevant Agency manager and a representative from the communication unit to understand the program goals and define potential communication goals. Prior to beginning the delivery of the consultation, the VENDOR will be required to provide the level of effort (number of hours), propose a timeline to complete the work and give the total cost. Nothing prevents the agency from contacting multiple VENDORS on the MPA in order to acquire the best value for the State. Work will begin when an agency and the VENDOR have agreed upon the proposal (see section VI: Requirements) and a Purchase Order is issued by the Division of Purchases.

Category 2: Technical Services

A “technical service” refers to the production of communication materials and media, including:

- Media production, which may include a variety of printed materials, television and radio slots.
- Web-based applications including web-hosting, social networking sites, e-news releases, Twitter and other delivery channels.

Category 3: Research Based Services

- Focus groups (a variety of services may be provided by the VENDOR related to the provision of focus groups, including recruitment; development of screening tools, moderator’s guides, and exit tools; facilitation; logistics; report writing; and results analysis)
- Surveys (the Agencies may collect information to measure the effectiveness of communication campaigns, strategies, or products. Potential survey techniques may include intercept and telephone surveys, and newspaper polls. In addition, the VENDOR may be expected to conduct “effectiveness measurement” to establish a baseline and benchmarks to gauge message effectiveness through a variety of metrics and tracking.)
- In-depth interviews

These services may be requested as individual, stand alone services, or they may be requested as part of a comprehensive campaign. The service should result in a formal plan that is provided to

the agency on a project by project basis. The services required will depend on the scope of work for each program or project. The services will be paid on a per project basis (unless negotiated otherwise by an agency and approved by the Division in which case a fixed project price will be negotiated), based on a specific scope of work to be defined by an agency. Prior to starting, the VENDOR will meet with the relevant Agency manager and a representative from the communication unit to understand the program goals and define potential communication goals. Prior to beginning the delivery of the consultation, the VENDOR will be required to provide propose a timeline to complete the work and give the total cost based on the scope of the project. Nothing prevents the agency from contacting multiple VENDORS on the MPA in order acquire the best value for the State. Work will begin when an Agency and the VENDOR have agreed upon the proposal (see section VI: Requirements) and a Purchase Order is issued by the Division of Purchases.

Requirements for All Three Categories:

The provision of strategic marketing consultation and technical and research based services requires a comprehensive approach that is broken into four phases for the purposes of this contract. Not all projects will require each phase, however, each project must begin with Phase 1.

i. Needs Assessment

The VENDOR will attend an initial meeting with Agency staff, at no charge, to discuss the purpose, scope, goals and objectives of that Agency's work to help the VENDOR prepare a proposal for the scope of services and budget. Prior to starting the work, the VENDOR will provide a written proposal estimating the number of hours and proposing a timeline to complete the work and a project price. Work will begin when the Agency and the VENDOR have agreed upon the proposal.

If the project entails the development of educational or promotional materials or a campaign, the VENDOR will develop and submit a written plan for a needs assessment/formative research, process evaluation, and impact evaluation.

If formative research is conducted by the VENDOR, they will prepare and present a written report including research findings and recommendations regarding how best to meet the Agency's objectives.

ii. Concept Development Phase

At this point, if relevant, the VENDOR will begin to develop concepts for the communication product or campaign based on the findings of the research in the needs assessment phase.

In the case of a campaign, the VENDOR will present a minimum of two campaign concepts. Presentation of these concepts will include possible overarching themes or slogans, as well as an initial proposal of some of the possible campaign elements based on the needs assessment and budgetary considerations. This presentation should include mock-ups, such as sketches of

proposed print materials, as well as representations of possible visuals and an indication of how text will appear; and rough drafts of possible themes and scripts for audio/visual elements. The Agency will make the decision on which of the proposed concept(s) and elements will be further developed.

For other products that are not part of a campaign (e.g. stand alone program brochures, focus group guides, surveys, etc.) one concept or draft is sufficient. Work will continue when the Agency and the VENDOR have agreed upon the concept to be further developed.

iii. Design/Implementation Phase

Full development and implementation of all communication products will be completed during this phase. This may include:

- Writing and revising text (this could include brochures, scripts for television and radio spots, focus group guides, etc.)
- Designing and laying out print pieces (this includes reviewing commissioned illustrations and photography with the Agency) and revising as necessary;
- Developing and writing web-content in accordance with the Agency's template (e.g., ri.gov)
- Copyediting;
- Preparing communication materials for pre-testing among the target audience and revising as necessary based on feedback;
- Obtaining bids and estimates for production of materials;
- Developing a plan for placement and distribution of materials over a 12 month period;
- Identifying optimum levels of reach and frequency (identifying how much of the target audience can be reached and how often given budgetary constraints); and
- Identifying potential partnerships to enhance project impact.
- Media monitoring.

The State reserves the right to receive competitive quotes on a project basis from the VENDORS listed on the MPA and to purchase technical services directly from VENDORS. Copies of all invoices for technical services will be included in the VENDOR's bills to the Agency.

The Agency will make all final decisions about material layout, copy, and distribution channels.

Once the final products are approved and ready for production, the VENDOR will be responsible for assuring the quality of elements that are to be produced. The Agency reserves the right to reject any products, and will not pay for products that fail to meet quality standards. As part of this quality assurance, the VENDOR is responsible for:

- Reviewing all stages of proofing for print materials with the Agency;
- Conducting press checks for print materials;
- Reviewing completed materials (print, audio, and visual) with the Agency;
- Supervising radio and TV shoots and edits; and
- Trafficking all materials to appropriate media;

The VENDOR is responsible for entering into agreements and/or subcontracts with VENDORS to procure the above technical services on behalf of the Agency.

The VENDOR is also responsible for working with and reimbursing the services of designers, printers, and other contractors with whom the Agency has a continuing relationship, in order to reproduce previously created materials.

All developed materials are the property of the Agency. Print materials will be provided in electronic format (original program format plus a PDF version that fits Agency guidelines) along with original artwork and photography. A digital master of all radio and television commercials master plus DVD and CD copies of each piece must also be provided. The VENDOR will maintain an inventory of all products produced by VENDOR and submit it annually to the Agency.

iv. Evaluation/Additional Research

The Agency may wish to collect information to measure the effectiveness of its work through surveys, focus groups, in-depth interviews, etc. The VENDOR will be responsible for proposing a research strategy, timeline and budget estimate*. Work can begin when the Agency and the VENDOR agree upon the proposal. Once research is completed, the VENDOR will provide a written report with a summary of the research and recommendations regarding how best to meet program goals.

*For work in any of the above four phases, the VENDOR must notify the Agency before beginning work that will require funds above those indicated in the project estimate.

v. Additional Requirements

In addition, the VENDOR is responsible for the following:

- Providing office space, office equipment, and office support including telephone, fax, and computer word-processing and graphic design programs;
- Supporting all travel necessary to conduct work defined in the Scope of Work; Supervising and reimbursing all subcontractors.

4. Insurance Requirements:

VENDOR shall acquire and maintain general liability insurance or equivalent professional liability insurance covering personnel and advertising liability for the duration of the engagement in the following amount[s]:

One Million Dollars (\$1,000,000)

5. Choice of Law and Venue:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island.

6. Amendment:

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by both parties hereto and specifically referring to this Agreement.

7. Notice:

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Lorraine A. Hynes
RI Department of Administration
Division of Purchases 2nd Fl.
One Capitol Hill
Providence, RI 02908

Mr. Juan Mandelbaum
Geovision, Inc.
203 Arlington Street, Ste 2
Watertown, MA 02472

7. Miscellaneous

All provisions not expressly addressed herein are governed by Appendix A, General Conditions of Purchase, of the State of Rhode Island Procurement Regulations available at the www.purchasing.ri.gov.

8. Headings:

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

9. Severability:

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

10. Entire Agreement/Counterparts.

This Supplemental Agreement, and the items incorporated herein by reference, shall constitute the entire understanding of the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

VENDOR:

By: 

Name: JUAN MANDELBAUM

Title: PRESIDENT

Date: 5/20/2013

State Purchasing Official:

By: 

Name: Lorraine A. Hynes

Title: Purchasing Agent

Date: May 30th, 2013

VI. COST PROPOSAL

GEOVISION offers a fixed cost for the state funded projects that we undertake. We estimate the number of hours for each assignment, and calculate the cost based on a per-hour cost for each assignment. To the subtotal cost we add a 17.5% overhead cost that covers our indirect costs (rent, insurance, supplies, utilities, etc.) and profit. Our philosophy has always been to do whatever it takes to satisfy our clients. In practice this means we often spend more time per assignment than budgeted. The review processes often involve more rounds than planned, and sometimes there are long down times while waiting for decisions and approvals. These are real challenges that are faced when working with the State. We understand these challenges and have found ways to mitigate them, both internally and with our vendors. We offer competitive prices due to long-standing relationships with vendors who offer us discounts from their usual rates.

But the ultimate test is the final product. In marketing and media the quality of the final product is the determinant factor. We pride ourselves on offering superior products that have high impact on the target populations for a fair price.

Service Categories	Description	Maximum Rates
Creative Director	The creative director is responsible for leading the strategic and creative development in any communication development. The creative director is responsible for the creative vision, the look, the feel, and the tone of all communications.	\$150
Account Director	The account director is responsible for managing the client relationship. The account director oversees overall campaign development, including strategic development, budgeting and billing, among other tasks.	\$150
Account Manager	The account manager leads the day-to-day progress of any campaign development. The account manager works closely with the client and creative team to develop communications from concept to distribution. The account manager's role is to ensure campaign work is performed on time and on budget.	\$85

Marketing Consultants	<p>Marketing consultants work with <i>GEOVISION</i> to create and implement marketing strategies. Consultants help create a detailed marketing plan, determine the marketing message, and identify the appropriate marketing mix to get the message out.</p> <p><i>GEOVISION</i>'s marketing consultants are skilled and knowledgeable in specific areas such as strategic development, interactive strategies, campaign evaluation, etc.</p>	\$125
Graphic Designer	<p><i>GEOVISION</i>'s graphic designer creates the graphics primarily for published, printed or electronic media such as brochures, posters, and advertising. Our designer also brings extensive brand identity development experience.</p>	\$100
Copywriter	<p><i>GEOVISION</i>'s copywriter is responsible for developing the content to create direct mail pieces, taglines, jingle lyrics, web page content, online ads, e-mail and other Internet content, television or radio commercial scripts, press releases, white papers, catalogs, billboards, brochures, postcards, sales letters, and other marketing communications media. Copy can also appear in social media content including blog posts, tweets, and social-networking site posts.</p>	\$100
Media Consultant	<p>Media planners are responsible for identifying the right kind of media and selection of media for a client's advertising campaign. Media planners devise media strategies to provide clients with the most effective advertising campaign.</p>	\$150

	Media used may include television, radio, print, out-of-home, web sites and new media, as well as other platforms like promotion on the sides of buses and taxis.	
Research Consultant	GEOVISION's research consultants are highly skilled in all phases of marketing research, from designing a particular study to determining an appropriate sample size. Research consultants are responsible for collecting, analyzing and presenting data in a variety of formats.	\$140
Public Relations Manager	The public relations manager is responsible for coordinating and implementing a plan to create a positive public image for the client and/or to announce important campaign-related issues. They work as the liaison between the client and the media by creating press releases or sponsoring events related to the client's image.	\$150

1. ESTIMATE FOR TELEPHONE SURVEY OF 400

The execution of the telephone-based survey would involve five steps, as described below. An estimate of costs is provided for each. We would recommend partnering with the University of Rhode Island's Survey Research Center (URI) for a large-scale random digit dial telephone survey. In 2004, Shannon Sansonetti led an evaluation for the RI Department of Health where she partnered with URI to conduct a 500-person survey (250 pre- and 250 -post) of an emergency preparedness booklet that was mailed to every resident in the state. URI was great to work with and had very competitive pricing. The costs below with an asterisk (*) are costs that would be incurred by URI Survey Research Center for the survey administration, data analysis, and report development. Because no specific information was provided about desired sample characteristics (e.g., pregnant women, parents of teenagers, un/under-employed persons), we assume, for the purposes of estimating the costs of sample generation, that the sample will consist of 400 members of the general public in Rhode Island who are age 18 or over.

Step 1. Kick-off meeting. In an initial kick-off meeting, we would begin the research process by meeting with the client to determine the goals for the survey and to understand the data needed from the survey. In this step we also typically determine the target audience, sample size, venue for survey administration, timelines, etc. However, in this case, we know that the survey will be administered via the telephone to 400 members of the general public in Rhode Island, ages 18 and over. For the purposes of the estimate, we assume the meeting is two hours in length involving two members of our research team.

Step 2. Survey design: We would draft the survey questions in response to the data needs identified in the kick-off meeting, typically utilizing multiple choice, Likert scales, and other question/answer formats. As needed, we will include questions that solicit open-ended responses.

Step 3. Testing and refinement: We will administer the survey to a small group comparable to the survey target group to test for ease of use and understanding, and to ensure the data generated will meet the clients' data needs. We refine the survey as needed, based on the pilot findings. Following the approval of the survey by the client, we will pass our questions along to URI to begin the process of preparing the questions for the phone survey.

Step 4. Sample identification, survey administration, and data analysis: These tasks will be performed by URI staff. URI will work with a vendor of their choice to purchase a telephone list for 400 members of the general public (aged 18 and older) in Rhode Island. Vendors currently used by URI to obtain lists include Amplitude Research and Survey Sampling Inc. of Westport, CT. URI will program the survey questions into their system, conduct the survey, and analyze the data. They will check in with our staff throughout the process with any questions or concerns and updates on numbers of surveys completed. For the purposes of creating an estimate for this

scenario, we assume the survey will consist of 15 questions, including basic demographics and some multi-part questions soliciting opinions. We also assume the survey includes two open-ended questions.

Step 5. Report generation: URI staff will draft the report of findings once analyses are complete. We will meet with URI staff to review the findings and conclusions and then our staff will develop recommendations for the client. Most clients prefer a detailed report with an executive summary. We therefore assume, for the purposes of this estimate, that a 30-page report and executive summary will be drafted. We share the draft report with the client and incorporate feedback as necessary to produce a final report document.

The figure below provides estimated figures for each step of the telephone survey project.

Step:	Hours:	Estimated Cost:
1. Kick off meeting	4	\$560
2. Survey design	6	\$840
3. Testing and refinement	6	\$840
4. Sample identification, survey administration, and data analysis		\$18,000
5. Report generation	URI time + 10	\$5,000* plus \$1,400
	Total:	\$26,640

(*) Costs that would be incurred by URI Survey Research Center for the survey administration, data analysis, and report development.

2. ESTIMATE FOR WEB-BASED SURVEY OF 200

The execution of the web-based survey would involve seven steps, as described below. An estimate of costs is provided for each. Because no specific information was provided about desired sample characteristics (e.g., pregnant women, parents of teenagers, un/under-employed persons), we assume, for the purposes of estimating the costs of sample generation, that the sample will consist of 200 members of the general public in Rhode Island who are age 18 or over.

Step 1. Kick-off meeting: In an initial kick-off meeting, we would begin the research process by meeting with the client to determine the goals for the survey and to understand the data needed from the survey. In this step we also typically determine the target audience, sample size, venue for survey administration, timelines, etc. However, in this case, we know that the survey will be administered via the Internet with 200 members of the general public in Rhode Island, ages 18 and over. For the purposes of the estimate, we assume the meeting is two hours in length involving two members of our research team.

Step 2. Survey design: For web-based surveys, we typically utilize Survey Monkey, a user-friendly survey tool accessible to most people regardless of their internet service provider or speed. Because we have an existing subscription to Survey Monkey, there are no costs to the client when we use the website for survey work. We design the survey in response to the data needs identified in the kick-off meeting, typically utilizing multiple choice, Likert scales, and other question/answer formats. As needed, we will include questions that solicit open-ended responses.

Step 3. Testing and refinement: We will administer the survey with a small group that is comparable to the target group for the survey to test for ease of use and understanding and to ensure the data generated will meet the clients' data needs. We refine the survey as needed, based on the pilot findings.

Step 4. Sample identification: We are often able to generate samples for web-based surveys using low cost strategies. For example, a survey with physicians could be generated by working with the Board of Registration to access email addresses for physicians currently licensed in Rhode Island. Existing listservs are an excellent opportunity for reaching out to target groups and enlisting their participation in web-based research. In this scenario, we will purchase a list with contact information for 200 members of the general public (aged 18 and older) in Rhode Island from Survey Sampling International (SSI). SSI has extensive expertise in sample generation for projects of this type and is an excellent option for reaching a sample when existing lists are not available.

Step 5: Survey administration and reminders: Once the survey is tested and refined and the sample contact information is available, we draft an introductory email to solicit input from the individuals in the sample. The email includes the purpose of the survey, a timeline for completion, and a web link to the survey. We

often work with clients to send the email from the client's email or from that of a recognized leader (e.g., Public Health Commissioner, Secretary for Health and Human Services, Governor). A request for survey participation from a recognized leader garners attention and increases the likelihood of a high response rate. Most surveys remain live for 10 days to two weeks. We monitor the survey response rate and send one or more reminders to members of the sample over the course of the survey period in an effort to maximize the response rate.

Step 6. Data analysis: Once the survey is closed, we review, clean and analyze the data. Survey Monkey provides basic and cost-effective analytic capabilities, including descriptive statistics (i.e., frequency distributions and means) and the option for cross-tabulation of the data to compare responses by different groups within survey sample. More thorough data analysis is conducted by downloading individual-level survey data into SPSS for analysis. We often do a first round of analyses for presentation and discussion with clients and then generate additional analyses as needed (e.g., based client interests). Any qualitative data generated through open-ended survey questions is downloaded and subjected to thematic analysis in which common and divergent themes are identified. For the purposes of creating an estimate for this scenario, we assume the survey will consist of 15 questions, including basic demographics and some multi-part questions soliciting opinions. We also assume the survey includes two open-ended questions.

Step 7. Report generation: Once analyses are complete, we typically generate a report of findings that describes the project purpose, the research methods employed, the major findings, and conclusions and recommendations based upon the research findings. Most clients prefer a detailed report with an executive summary. We therefore assume, for the purposes of this estimate, that a 15-page report and executive summary will be drafted. We share the draft report with the client and incorporate feedback as necessary to produce a final report document.

The figure below provides estimated figures for each step of the web-based survey project.

Step:	Hours:	Estimated Cost:
1. Kick off meeting	4	\$560
2. Survey design	6	\$840
3. Testing and refinement	6	\$840
4. Sample identification	Not applicable	\$1480
5. Survey administration and reminders	4	\$560
6. Data analysis	15	\$2100
7. Report generation	16	\$2240
	Total:	\$8620

3. ESTIMATE FOR 20 HOUR LONG IN DEPTH INTERVIEWS

Our research team has significant experience working with experts and stakeholders to inform messaging and programming. We have worked with stakeholders ranging from high-level officials to local public health workers and representatives from community organizations and others who are positioned to provide insights into a given issue. We approach this type of project by first meeting with the client to gain an understanding of the questions and topics to be explored with the interviewees. What is the client hoping to learn from the interviews? We do additional research as warranted, and draft an interview guide for review by the client. We incorporate the feedback and edit as necessary, using an iterative process to reach a final interview tool.

Next we work with the client to identify potential interviewees and collect contact information. Our usual process is to draft an introductory email that the client can forward to intended interviewees, introducing us and the project, to facilitate scheduling. We also do the initial outreach ourselves if appropriate. We then schedule and conduct the interviews. Following the completion of the interviews, we undertake a thematic analysis of the data and prepare a report of findings and recommendations. The report includes analytical conclusions as well as extensive quotes from the interviews.

For budgeting purposes, we assume 2 ½ hours per one-hour interview. Our experience is that this allows for the up-front interview guide development, scheduling, the interviews themselves, and the analysis and reporting.

Budget:

20 one-hour interviews = 50 consulting hours at \$140.00 hour.
Total budget = \$7,000.

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.

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

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."

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 NO MORE THAN MONTHLY TO THE RECEIVING
AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS
AUTOMATICALLY CANCELLED.

MULTI YEAR

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.

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).

MPA CLAUSE

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

