



# RI Purchase Agreement Amendment Report

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

SOLOMONS INTERNATIONAL LLC  
 635 COLES COURT  
 HARLEYSVILLE, PA 19438

Amendment Date: 14-JUN-10  
 Original Award Date: 19-FEB-09  
 Buyer: J Moynihan  
 Phone #: 401-574-8119  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 34093

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	<b>I N V O I C E</b>	Change Order Number 2 Award Number <b>3125625</b> Effective Period <b>19-FEB-09 - 30-JUN-11</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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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. #3125625  CHANGE EFFECTIVE PERIOD: FROM: 2/19/09 - 6/30/10 TO: 2/19/09 - 6/30/11			

<b>STATE PURCHASING AGENT</b>
Lorraine A. Hynes



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Amendment Date: 04-MAY-09  
 Original Award Date: 19-FEB-09  
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 FOB: Destination  
 Terms: NET 30  
 Vendor # 34093

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# Notice of Blanket Purchase Agreement

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<b>Award Number</b> 3125625	<b>Effective Period:</b> 19-FEB-09 - 30-JUN-09

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.

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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

		PO #3087693 IS CANCELLED.  VENDOR NAME CHANGED: FROM: BUSINESSENCE SOLUTIONS, LLC TO: SOLOMONS INTERNATIONAL, LLC  PO #3125625 REPLACES PO #3087693 AND IS ISSUED TO SOLOMONS INTERNATIONAL, LLC FOR THE REMAINDER OF THE CONTRACT.		
1		MPA-230 - PROJECT MANAGEMENT - PROJECT MANAGER - INTERMEDIATE	Hour	75
2		MPA-230 - PROJECT MANAGEMENT - PROJECT MANAGER - SENIOR	Hour	95
3		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - SERVER ADMINISTRATOR JUNIOR	Hour	60
4		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - SERVER ADMINISTRATOR INTERMEDIATE	Hour	65
5		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - SERVER ADMINISTRATOR SENIOR	Hour	72
6		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - MAINFRAME SYSTEMS PROGRAMMER JUNIOR	Hour	60
7		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - MAINFRAME SYSTEMS PROGRAMMER INTERMEDIATE	Hour	72
8		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - MAINFRAME SYSTEMS PROGRAMMER SENIOR	Hour	85
9		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - UNIX ADMINISTRATOR JUNIOR	Hour	52
10		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - UNIX ADMINISTRATOR INTERMEDIATE	Hour	85

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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

11		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - UNIX ADMINISTRATOR SENIOR	Hour	105
12		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - NETWORK TECHNICIAN JUNIOR	Hour	30
13		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - NETWORK TECHNICIAN INTERMEDIATE	Hour	50
14		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - NETWORK TECHNICIAN SENIOR	Hour	65
15		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - SECURITY ANALYST INTERMEDIATE	Hour	85
16		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - SECURITY ANALYST SENIOR	Hour	100
17		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - DESKTOP SUPPORT JUNIOR	Hour	24
18		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - DESKTOP SUPPORT INTERMEDIATE	Hour	40
19		MPA-230 - SERVER/NETWORK/DESKTOP SUPPORT - DESKTOP SUPPORT SENIOR	Hour	52
20		MPA-230 - APPLICATION DEVELOPMENT - BUSINESS ANALYST JUNIOR	Hour	48
21		MPA-230 - APPLICATION DEVELOPMENT - BUSINESS ANALYST INTERMEDIATE	Hour	54
22		MPA-230 - APPLICATION DEVELOPMENT - BUSINESS ANALYST SENIOR	Hour	74
23		MPA-230 - APPLICATION DEVELOPMENT - CONFIGURATION SPECIALIST INTERMEDIATE	Hour	67
24		MPA-230 - APPLICATION DEVELOPMENT - CONFIGURATION SPECIALIST SENIOR	Hour	98
25		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER/TECHNICAL JUNIOR	Hour	45

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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

26		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER/TECHNICAL INTERMEDIATE	Hour	67
27		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER/TECHNICAL SENIOR	Hour	78
28		MPA-230 - APPLICATION DEVELOPMENT - PROCESS ARCHITECT JUNIOR	Hour	76
29		MPA-230 - APPLICATION DEVELOPMENT - PROCESS ARCHITECT INTERMEDIATE	Hour	98
30		MPA-230 - APPLICATION DEVELOPMENT - PROCESS ARCHITECT SENIOR	Hour	67
31		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER JUNIOR	Hour	40
32		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER INTERMEDIATE	Hour	65
33		MPA-230 - APPLICATION DEVELOPMENT - PROGRAMMER SENIOR	Hour	75
34		MPA-230 - APPLICATION DEVELOPMENT - SOLUTION ARCHITECTURE INTERMEDIATE	Hour	78
35		MPA-230 - APPLICATION DEVELOPMENT - SOLUTION ARCHITECTURE SENIOR	Hour	90
36		MPA-230 - APPLICATION DEVELOPMENT - SYSTEMS ANALYST JUNIOR	Hour	45
37		MPA-230 - APPLICATION DEVELOPMENT - SYSTEMS ANALYST INTERMEDIATE	Hour	67
38		MPA-230 - APPLICATION DEVELOPMENT - SYSTEMS ANALYST SENIOR	Hour	78
39		MPA-230 - APPLICATION DEVELOPMENT - SYSTEM INTEGRATOR INTERMEDIATE	Hour	75
40		MPA-230 - APPLICATION DEVELOPMENT - SYSTEM INTEGRATOR SENIOR	Hour	95
41		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER INTERMEDIATE	Hour	65
42		MPA-230 - APPLICATION DEVELOPMENT - DESIGNER SENIOR	Hour	85
43		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER JUNIOR	Hour	40
44		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER INTERMEDIATE	Hour	60
45		MPA-230 - APPLICATION DEVELOPMENT - WEB DEVELOPER SENIOR	Hour	70
46		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR	Hour	68

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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

		JUNIOR		
47		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR INTERMEDIATE	Hour	85
48		MPA-230 - APPLICATION DEVELOPMENT - DATABASE ADMINISTRATOR SENIOR	Hour	115
49		MPA-230 - APPLICATION DEVELOPMENT - CONTENT DEVELOPER JUNIOR	Hour	45
50		MPA-230 - APPLICATION DEVELOPMENT - CONTENT DEVELOPER INTERMEDIATE	Hour	54
51		MPA-230 - APPLICATION DEVELOPMENT - CONTENT DEVELOPER SENIOR	Hour	60
52		MPA-230 - APPLICATION DEVELOPMENT - COURSE DEVELOPER JUNIOR	Hour	40
53		MPA-230 - APPLICATION DEVELOPMENT - COURSE DEVELOPER INTERMEDIATE	Hour	54
54		MPA-230 - APPLICATION DEVELOPMENT - COURSE DEVELOPER SENIOR	Hour	72
55		MPA-230 - APPLICATION DEVELOPMENT - DATA ENTRY JUNIOR	Hour	20
56		MPA-230 - APPLICATION DEVELOPMENT - DATA ENTRY INTERMEDIATE	Hour	24
57		MPA-230 - APPLICATION DEVELOPMENT - DATA ENTRY SENIOR	Hour	30
58		MPA-230 - APPLICATION DEVELOPMENT - GIS JUNIOR	Hour	35
59		MPA-230 - APPLICATION DEVELOPMENT - GIS INTERMEDIATE	Hour	66
60		MPA-230 - APPLICATION DEVELOPMENT - GIS SENIOR	Hour	76
61		MPA-230 - APPLICATION DEVELOPMENT - IMAGE DOCUMENT MANAGER JUNIOR	Hour	35
62		MPA-230 - APPLICATION DEVELOPMENT - IMAGE DOCUMENT MANAGER INTERMEDIATE	Hour	40
63		MPA-230 - APPLICATION DEVELOPMENT - IMAGE DOCUMENT MANAGER SENIOR	Hour	55
64		MPA-230 - APPLICATION DEVELOPMENT - TECHNICAL WRITER JUNIOR	Hour	30

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			N/A	
Line	Item	Item Description	Unit	Unit Price

65		MPA-230 - APPLICATION DEVELOPMENT - TECHNICAL WRITER INTERMEDIATE	Hour	40
66		MPA-230 - APPLICATION DEVELOPMENT - TECHNICAL WRITER SENIOR	Hour	54
67		MPA-230 - APPLICATION DEVELOPMENT - TESTER/DESIGNER JUNIOR	Hour	40
68		MPA-230 - APPLICATION DEVELOPMENT - TESTER/DESIGNER INTERMEDIATE	Hour	60
69		MPA-230 - APPLICATION DEVELOPMENT - TESTER/DESIGNER SENIOR	Hour	80
70		MPA-230 - APPLICATION DEVELOPMENT - TRAINER INTERMEDIATE	Hour	60
71		MPA-230 - APPLICATION DEVELOPMENT - ORACLE FINANCIAL SPECIALIST INTERMEDIATE	Hour	76
72		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 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	98

<b>STATE PURCHASING AGENT</b>

# CONTRACT TERMS AND CONDITIONS

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions.....III  
PURCHASE ORDER STANDARD TERMS AND CONDITIONS .....III  
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER .....III  
INSURANCE REQUIREMENTS (ADDITIONAL) .....III  
BLANKET PAYMENT .....III  
MULTI YEAR AWARD .....III  
PURCHASE AGREEMENT AWARD .....III  
AUTHORIZATION AND RELEASE .....IV  
EQUAL OPPORTUNITY COMPLIANCE .....IV  
CAMPAIGN FINANCE COMPLIANCE .....IV  
TERMS AND CONDITIONS OF PRICING AGREEMENT .....IV

## **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.

##### **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.

##### **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.

#### **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.