

**Additional Information Regarding Vendors Performing Work in Replacement of State Employees**

This document contains copies of purchase order contracts obtained by OMB by which a nongovernmental person or entity agrees with any department, commission, board, council, agency, or public corporation to provide services, valued at one hundred fifty thousand dollars (\$150,000) or more, which are substantially similar to and in replacement of work normally performed by an employee of the department, commission, board, council, agency or public corporation. For additional supporting contract documents, you may submit a public records request to the Department of Administration in accordance with the Rhode Island Access to Public Records Act (“APRA”), R.I. Gen. Laws § 38-2-1 *et seq.* APRA forms, procedures and other information for the Department of Administration are available at <http://www.admin.ri.gov/publicrecords/index.php>.

**Fiscal Year:** FY20

**Agency:** DEPARTMENT OF REVENUE

**Vendor Name:** ENTERPRISE SERVICES STATE AND LOCAL INC

**Total Amount Paid to Vendor for Services:** \$1,787,407.19

**Summary of Services Rendered to Agency:**

Identifying Code	Service Type	Description	Amount	Notes
PO 3677424	Information Technology: System Support		\$ 261,361.08	
PO 3664431	Information Technology: System Support		\$ 251,998.42	
PO 3673642	Information Technology: System Support		\$ 248,896.74	
PO 3681162	Information Technology: System Support		\$ 250,110.36	
PO 3679797	Information Technology: System Support		\$ 261,361.08	
PO 3664432	Information Technology: System Support		\$ 251,032.95	
PO 3670929	Information Technology: System Support		\$ 262,646.56	

Note: Some of the above payments may have been made under the terms of a master price agreement (MPA). MPAs are solicited as requests for proposals or requests for quotes and may have cap limits for pricing and cap limits for project cost. MPAs provide agencies with access to qualified vendors, expedited process, and opportunities for mini-bids. Such purchases are made directly under the MPA and do not require a separate and unique contract. All MPAs are public and can be viewed at <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>.

**Contents:**

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Item 3	PO 3673642	Purchase Order contract	
Item 4	PO 3681162	Purchase Order contract	
Item 5	PO 3679797	Purchase Order contract	
Item 6	PO 3664432	Purchase Order contract	
Item 7	PO 3670929	Purchase Order contract	

# ITEM 1



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

Standard Purchase Order  
 3677424, 0

<b>V E N D O R</b>	<b>ENTERPRISE SERVICES STATE AND LOCAL INC</b> <b>5400 LEGACY DRIVE</b> <b>PLANO, TX 75024</b> <b>United States</b>
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Purchase Order Number	<b>3677424</b>
Revision Number	<b>0</b>
Reference Contract Number	<b>3521135</b>
PO Date	<b>15-MAY-2020</b>
Approved PO Date	<b>15-MAY-2020</b>
Buyer	- - <b>Autocreate,</b> *

<b>S H I P  T O</b>	<b>DOR-DT MOTOR VEHICLES, PAWTUCKET</b> <b>600 NEW LONDON AVENUE</b> <b>CRANSTON, RI 02920-3024</b> <b>United States</b>
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Type of Requisition	
Requisition Number	<b>1657439</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Vendor Number	<b>29361</b>
Requester Name	<b>Badway, Kristin M</b>
Work Telephone	<b>401-574-9901</b>

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 General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

**PO DESCRIPTION: DMV- RIMS MAINTENANCE -MARCH INVOICE 0000421337**

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
<b>1</b>		<b>DMV-RIMS- APPLICATION ENHANCEMENTS &amp; MAINTENANCE-</b>	<b>261361.08</b>	<b>Each</b>	<b>1</b>	<b>261,361.08</b>
CHANGE ORDER TO PO# 3521135  INCREASE CONTROL VALUE: CONTROL VALUE: \$11,552,080.11 INCREASE CONTROL VALUE: \$ 2,262,200.00 REVISED CONTROL VALUE: \$ 13,814,280.11						

**INVOICE TO**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  
[http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative\\_09-01-2020.pdf](http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf)

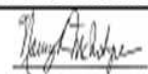
**REGISTRATION REQUIREMENTS**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  
<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

<b>STATE PURCHASING AGENT</b>   <b>Nancy R. McIntyre</b>
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Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
		INCREASE CONTROL VALUE:			\$ 1,013,200.00	
		REVISED CONTROL VALUE:			\$ 14,827,480.11	
		INCREASE CONTROL VALUE:			\$ 195,359.89	
		REVISED CONTROL VALUE:			\$ 15,022,840.00	
		INCREASE CONTROL VALUE:			\$ 441,600.00	
		REVISED CONTROL VALUE:			\$ 15,464,440.00	
		INCREASE CONTROL VALUE:			\$ 8,822,613.07	
		REVISED CONTROL VALUE:			\$ 24,287,053.07	
		CHANGE TO DATE:				
		FROM: 06/23/2017 - 06/30/2020				
		TO: 06/23/2017 - 06/30/2023				
		INCREASE REFLECTS NEW CONTRACT WITH VENDOR. SEE ATTACHED NINTH AMENDMENT DOCUMENT 6/03/2020				
		AGENCY CONTACT:				
		KRISTIN BADWAY				
		401-574-9001				
		Reference Documents: 3521135 ATTACH.pdf				
						<b>Total: 261,361.08 (USD)</b>

<b>INVOICE TO</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a></p>
<b>REGISTRATION REQUIREMENTS</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a></p>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

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**NINTH AMENDMENT TO AGREEMENT**

**Between the**

**State of Rhode Island and Providence Plantations, by and through its  
Department of Revenue, Division of Motor Vehicles**

**And**

**Perspecta State & Local Inc.  
(Formerly Known As Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc.  
and Enterprise Services State & Local Inc.)**

**For the Purpose of Providing a New DMV Motor Vehicle Licensing System**

**7002869**

**Contract Identification Code**

The State of Rhode Island and Providence Plantations, by and through its Department of Revenue, Division of Motor Vehicles (collectively, the "State") and Perspecta State & Local Inc., formerly known as Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc. and Enterprise Services State & Local Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Ninth (9<sup>th</sup>) Amendment (the "Amendment") to the agreement between the State and Contractor relating to the implementation of a new DMV Motor Vehicle Licensing System, Contract Identification Code #7002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for the consent to voluntarily enter into this Amendment to the Agreement on the following terms:

1. **Term of Agreement.** The term of the Agreement is hereby extended until June 30, 2023. The State, in its sole discretion, may further extend the term for an additional one (1) year until June 30, 2024 by providing written notice to Contractor by March 31, 2023, provided that any such extension shall require formal approval by the Rhode Island Division of Purchases through the issuance of a change order.
2. **Effect of Agreement and Prior Amendments.** Unless explicitly amended in this Amendment, all terms and conditions as set forth in the Agreement and any amendments thereto shall remain in effect.
3. **Application Enhancement and Maintenance Support Services.** Contractor will provide Application Enhancement and Maintenance Support Services as set forth in the Statement of Work attached as Appendix A. This Amendment, including Appendix A, governs Contractor's provision of the Application Enhancement and Maintenance Support Services from July 1, 2020 through June 30, 2023 (or from July 1, 2020 through June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
4. **Named Personnel.** With regard to each position and the named personnel in Section 2.2 of the Statement of Work attached as Appendix A, Contractor may not transfer or re-assign such personnel until a suitable replacement has been introduced to and approved by the State, such consent not to be unreasonably withheld. If any of the personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.
5. **Charges.** The services will be provided on a fixed-price basis for the number of personnel as set forth in the Statement of Work attached as Appendix A. The charges are summarized in the following table:

Price Type	Year 1	Year 2	Year 3	Year 4 Option Year
Labor Annual Price	\$ 2,765,685.72	\$ 2,827,913.64	\$ 2,891,541.71	\$ 2,956,601.39
Labor Monthly Price	\$ 230,473.81	\$ 235,659.47	\$ 240,961.81	\$ 246,383.45
ALM Software Price *	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00
Agile Manager Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00
UFT Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00

\* Software Price is an estimate. Actual price will be based on approved quote.

**5.1. Labor Price.** The State will pay the Labor Price according to the following schedule.

- 5.1.1. Application Enhancement and Maintenance Support Services Year 1: \$2,765,685.72 to be paid in monthly increments of \$230,473.81 beginning in July 2020
- 5.1.2. Application Enhancement and Maintenance Support Services Year 2: \$2,827,913.64 to be paid in monthly increments of \$235,659.47 beginning in July 2021
- 5.1.3. Application Enhancement and Maintenance Support Services Year 3: \$2,891,541.71 to be paid in monthly increments of \$240,961.81 beginning in July 2022
- 5.1.4. Application Enhancement and Maintenance Support Services Year 4-Option Year: \$2,956,601.39 to be paid in monthly increments of \$246,383.45 beginning in July 2023

**5.2. Credits for Named Personnel.** If a Named Personnel, listed in Section 2.2 of the Statement of Work attached as Appendix A, is no longer on the project, per Section 4 of this Amendment, Contractor will adjust the monthly invoice downward on a pro-rata basis in accordance with the Named Personnel job description and level and hourly rate in Section 5.6.1 of this Amendment for the period in which the position remains open.

**5.3. Hours and Additional Charges for Account Manager.** One Full Time Equivalent (FTE) for the Contractor Account Manager is based on 40 hours per week and 160 hours per month. If the State requires the Contractor Account Manager to work beyond the FTE allocation listed in Section 2.2 of the Statement of Work attached as Appendix A, Contractor and the State will mutually agree in advance on any additional charges for these additional hours.

**5.4. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.5. Hardware and Software.** Application Lifecycle Management ("ALM"), Agile Manager, and UFT Software are not included with this Amendment. Should the State desire Contractor to provide ALM, Agile Manager, and/or UFT Software, Contractor will provide the State with a quote for such software. If the State approves the quote and directs Contractor to procure such

software, then the State agrees to pay for the software in accordance with the terms contained on the quote. Contractor will provide ALM, Agile Manager, and UFT Software with no mark-up to the State. The State's use of ALM, Agile Manager, and UFT Software will be subject to the terms and conditions contained with such materials as determined by the software manufacturer. The above-quoted prices are estimates only.

**5.6. Additional Personnel Labor Price and Travel Expenses.** If the State, pursuant to the Work Order Request Form attached hereto as Appendix WO, exercises the ability to retain additional Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services, as set forth in Section 2.2.1 of Appendix A, the State shall pay the following charges which shall be in addition to the charges described in Sections 5.1 and 5.4.

**5.6.1. Labor Price.** The State will pay the Contractor monthly for the actual hours worked by such personnel retained pursuant to Section 5.6; however, said individuals will not work more than forty (40) hours a week without written approval of the State. The associated hourly rate(s) for such retained personnel shall be based on the Contractor employees Job Description in the table below.

Job Description	Hourly Rate Year 1
Project Manager I	\$52.32
Project Manager II	\$69.24
Project Manager III	\$93.22
Project Manager IV	\$114.40
Project Manager V	\$146.73
Developer I	\$52.32
Developer II	\$69.24
Developer III	\$93.22
Developer IV	\$114.40
Developer V	\$146.73
Tester I	\$52.32
Tester II	\$69.24
Tester III	\$93.22

Job Description	Hourly Rate Year 1
Tester IV	\$114.40
Tester V	\$146.73
Business Analyst I	\$52.32
Business Analyst II	\$69.24
Business Analyst III	\$93.22
Business Analyst IV	\$114.40
Business Analyst V	\$146.73
ITO Consultant I	\$52.32
ITO Consultant II	\$69.24
ITO Consultant III	\$93.22
ITO Consultant IV	\$114.40
ITO Consultant V	\$146.73

The table above is for the Contractor's employees and does not represent rates for third-party contractors. Rates for third-party contractors will be mutually agreed to by the parties in the Work Order Request Form attached hereto as Appendix WO.

Hourly rates in the table above and for third-party contractors will increase annually on July 1 by 2.25%.



**5.6.2. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.6.3.** Consistent with Section 4, with regard to each resource sought to be retained, the State shall have the right to interview and approve each candidate, such approval not to be unreasonably withheld, and, if thereafter any retained personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall utilize commercially reasonable efforts to promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.

6. **Warranty.** Application Enhancements completed on or before December 31, 2022 (or on or before December 31, 2023 if the State exercises its option to extend pursuant to Section 1), and, notwithstanding Section 6 of the Seventh Amendment, Application Enhancements provided between January 1, 2020 and June 30, 2020, will be warranted for six months, through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1). During this period, Contractor will resolve any Severity 1 and Severity 2 defects (severity levels as defined in Section 6.10 of Appendix A to the Fifth Amendment) that are identified by utilizing the Staffing Resources set forth in Appendix A. All Application Enhancements provided after December 31, 2022 (or after December 31, 2023 if the State exercises its option to extend pursuant to Section 1) will be provided on an AS-IS/WHERE-IS basis, though the State will have the discretion to utilize the bandwidth of the Staffing Resources to remediate identified defects during the term. All of Contractor's obligations for warranty obligations will cease as of June 30, 2023 (or as of June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
7. **Limitation of Liability.** For all Application Enhancement and Maintenance Support Services provided pursuant to this Amendment, the limitation of liability as set forth on page 8 of the Contract or elsewhere in the Agreement shall be limited to the total amount payable to Contractor under this Amendment. For clarity, except for matters of personal injury, property damage, intellectual property infringement, and, except as provided for and/or prohibited under Rhode Island law, Contractor's liability to the State for damages attributable to Contractor's acts or omissions under the Amendment will be limited to \$8,485,141.07 (or \$11,441,742.26 if the State exercises its option to extend pursuant to Section 1) plus the total amount payable to Contractor under Sections 5.3 and 5.6 of this Amendment.
8. **State Property.** Any and all data, technical information, information systems and materials that the Contractor first creates specifically for the State pursuant to this Amendment, including, but not limited to, all software computer programs, source code, documentation and manuals, shall be deemed to be owned and remain owned by the State and shall be considered State Property for all purposes of the Agreement, as amended. For clarity, and consistent with Ownership as set forth on page 8 of the Contract, the State grants the Contractor a world-wide, exclusive, perpetual, royalty

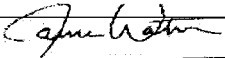
free, fully paid-up license to use, reproduce, publish, create derivative works of, sublicense, and resell the State Property that Contractor creates pursuant to this Agreement, as amended.

9. **Effect of Amendment.** Except as stated in Section 2 entitled "Effect of Agreement and Prior Amendments", this Amendment supersedes all prior agreements related to the subject matter set forth herein. All prior discussions, negotiations and agreements are merged and integrated into this Amendment and are treated as though they never existed.
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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Amendment as of the 1<sup>st</sup> day of June 2020 (the "Effective Date").

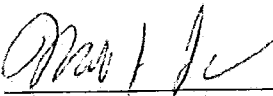
PERSPECTA STATE & LOCAL INC.

Signature: 

Printed Name: James Watson

Date: 6/2/2020

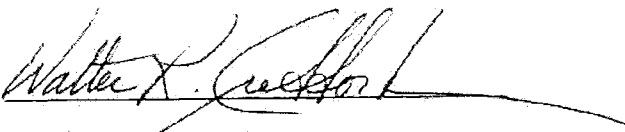
STATE of RHODE ISLAND AND PROVIDENCE PLANTATIONS, by and through its DEPARTMENT OF REVENUE

Signature: 

Printed Name: Mark A. Furcolo

Date: June 3, 2020

STATE of RHODE ISLAND DIVISION OF MOTOR VEHICLES

Signature: 

Printed Name: Walter R. CRADDOCK

Date: 6/3/2020

**Amendment 9**

**Appendix A**

**STATEMENT OF WORK**  
**FOR RIMS APPLICATION ENHANCEMENT AND MAINTENANCE SERVICES**

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**1. SUMMARY**

This Statement of Work ("SOW") is for Contractor staffing resources to provide continued assistance to the State at its Division of Motor Vehicles with application enhancement and maintenance support services to the Rhode Island Motor Vehicles System ("RIMS").

**2. CONTRACTOR RESPONSIBILITIES**

**2.1. Application Enhancement and Maintenance Support Services**

Application Enhancements shall mean State prioritized and directed changes or upgrades to the RIMS solution that increases software capabilities beyond the original specifications. Maintenance Support provided by Contractor shall mean State prioritized and directed routine applications, operational support and minor modifications of RIMS to correct faults and support operational needs. Contractor's services may include, if directed by the State, the functional validation and testing of software developed by Contractor pursuant to this Amendment. The State retains sole discretion on how best to direct the Application Enhancements and Maintenance Support services provided by Contractor.

**2.2. Staffing Resources**

Pursuant to this Amendment, Contractor will retain a team of twelve and a quarter (12.25) personnel through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1 of the Ninth Amendment), according to the following schedule, who will be dedicated to the State on a full-time basis, except for the Account Manager who will be dedicated to the State as set forth below, to provide application enhancements and maintenance support for RIMS at the direction of the State. These resources will consist of:

Perspecta Team Member	Job Description / Title	Job Level	FTE	Monthly Price Year 1	Monthly Price Year 2	Monthly Price Year 3	Monthly Price Year 4-Option Year
Saad Bashir	Account Manager	5	0.25				
Himanshu Bhagat	Lead Analyst	4	1				
Bhim Rathor	Developer	4	1				
Anil Tiwari	Developer	4	1				
Atul Trikha	Developer	4	1				
Sai Gangu	Developer	4	1				
Pradeep Reddy	Developer	4	1	\$ 230,473.81	\$235,659.47	\$ 240,961.81	\$246,383.45
Jeevan Anjna	Developer	4	1				
Sreenivasa Adatakhula	Business Analyst	4	1				
Venkat Gantannagari	ITO Consultant	4	1				
Sreedhar Medikonda	ITO Consultant	3	1				
Swetha Badapalli	Tester	4	1				
Tanzina Tarranum	Tester	4	1				
<b>Total FTE</b>			<b>12.25</b>				

The Account Manager and Lead Business Analyst will be the State's primary point of contact. The executive committee shall include the following members from the State of Rhode Island: the Department of Revenue Director, the Division of Motor Vehicles Administrator, the Chief Information Officer, and the DMV Technology Lead. The executive committee shall include the following members from the Contractor: the Account Manager, the Lead Analyst, the Regional Account Executive, and the Vice President for State and Local Government.

**2.2.1. Additional Personnel.** In addition to the resources named in Section 2.2, the State, through use of the Work Order Request Form attached hereto as Appendix WO, may retain the following Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services throughout the term of the Agreement: Project Manager I, Project Manager II, Project Manager III, Project Manager IV, Project Manager V, Developer I, Developer II, Developer III, Developer IV, Developer V, Tester I, Tester II, Tester III, Tester IV, Tester V, Business Analyst I, Business Analyst II, Business Analyst III, Business Analyst IV, Business Analyst V, ITO Consultant I, ITO Consultant II, ITO Consultant III, ITO Consultant IV, ITO Consultant V. The State may release any personnel retained pursuant to this subsection at any time prior to the expiration of this Agreement by providing Contractor with 30 days written notice prior to such release being effective.

### 2.3. Location

Contractor personnel may work from off-site locations at Contractor's discretion. This off-site work may take place from any of Contractor's offices or from the home offices of the Contractor resources. Contractor will make best efforts to retain the Lead Analyst and one other professional in Rhode Island.

### 2.4. Hours

Contractor personnel will work eight-hour days, generally worked between the hours of 8AM – 12PM and 1PM – 5PM, Mon – Fri (excluding weekends, public holidays, vacation and sick days).

### **3. STATE RESPONSIBILITIES**

#### **3.1. State Product Owner**

The State shall provide a State Product Owner who will direct, prioritize, and define the work efforts. The State Product Owner, or another designate by the State Product Owner, will provide timely sign-off on deliverable, to the extent any such sign-off is required as an operational activity.

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#### **3.2. Oversight**

The State shall solely determine whether to act or refrain from acting on any recommendations made by Contractor and shall be responsible for determining whether any services provided by Contractor will (i) comply with all laws and regulations applicable to State; and (ii) comply with State's applicable internal guidelines and any other agreements it has with third parties.

#### **3.3. Facilities**

The State shall provide work space in Rhode Island for the Contractor team. Such work space will include desks, chairs, and telephones, local network printers, and access to high-speed Internet.

#### **3.4. Resources**

The State will facilitate access to, and schedule relevant executives and subject matter experts to support the desired services.

### **4. EXCLUSIONS FROM SCOPE OF SERVICES**

#### **4.1. Automated Regression Testing and Performance Testing**

Automated Regression Testing and Performance Testing are out of scope for this Agreement. Automated Regression Testing, which is out of scope for this Agreement, means automated testing of existing software to validate that changes to software have not impacted any existing functionality. Performance Testing, which is out of scope for this Agreement, means validating system performance under actual or simulated load and includes testing such as load testing, stress testing, and endurance testing.

Appendix WO  
Work Order Request Form

Request Date: \_\_\_\_\_

1. Pursuant to Section 5.6 of the Ninth Amendment and Section 2.2.1 of Appendix A to the Ninth Amendment, the State herein seeks to retain the resources identified in Section 2, below, to perform Application Enhancement and Maintenance Support Services.

2. Resources Sought to be Retained by State:

Job Description	Name (if known to State)	Start Date	End Date	Hours/Week

Requested By: \_\_\_\_\_ (State PM)

3. Contractor Personnel Offered:

Job Description	Name

APPROVED BY:

\_\_\_\_\_

State Project Manager

\_\_\_\_\_

Contractor Project Manager

\_\_\_\_\_

State CFO (Department of Revenue)

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Annual Labor	2,765,685.72	2,827,913.64	2,891,541.71	8,485,141.07
ALM Software	67,600.00	67,600.00	67,600.00	202,800.00
Agile Manager Software	13,900.00	13,900.00	13,900.00	41,700.00
UFT Software	13,900.00	13,900.00	13,900.00	41,700.00
Travel	16,588.00	17,086.00	17,598.00	51,272.00
<b>Total</b>	<b>2,877,673.72</b>	<b>2,940,399.64</b>	<b>3,004,539.71</b>	<b>8,822,613.07</b>
		<b>Total 9th Amendment</b>		<b>8,822,613.07</b>
		Current Control Value		15,464,440.00
		New Control Value		24,287,053.07



## **ITEM 2**



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

Standard Purchase Order  
 3664431, 0

<b>V E N D O R</b>	<b>ENTERPRISE SERVICES STATE AND LOCAL INC</b> <b>5400 LEGACY DRIVE</b> <b>PLANO, TX 75024</b> <b>United States</b>
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Purchase Order Number	<b>3664431</b>
Revision Number	<b>0</b>
Reference Contract Number	<b>3521135</b>
PO Date	<b>28-JAN-2020</b>
Approved PO Date	<b>28-JAN-2020</b>
Buyer	- - <b>Autocreate,</b> *

<b>S H I P  T O</b>	<b>DOR-DT MOTOR VEHICLES, PAWTUCKET</b> <b>600 NEW LONDON AVENUE</b> <b>CRANSTON, RI 02920-3024</b> <b>United States</b>
---	---

Type of Requisition	
Requisition Number	<b>1646443</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Vendor Number	<b>29361</b>
Requester Name	<b>Badway, Kristin M</b>
Work Telephone	<b>401-574-9901</b>

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 General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

**PO DESCRIPTION: DMV- RIMS MAINTENANCE -DECEMBER INVOICE 6501586**

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
<b>1</b>		<b>DMV-RIMS- APPLICATION ENHANCEMENTS &amp; MAINTENANCE-</b>	<b>251998.42</b>	<b>Each</b>	<b>1</b>	<b>251,998.42</b>
CHANGE ORDER TO PO# 3521135  INCREASE CONTROL VALUE: CONTROL VALUE: \$11,552,080.11 INCREASE CONTROL VALUE: \$ 2,262,200.00 REVISED CONTROL VALUE: \$ 13,814,280.11						

**INVOICE TO**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  
[http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative\\_09-01-2020.pdf](http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf)

**REGISTRATION REQUIREMENTS**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  
<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

<b>STATE PURCHASING AGENT</b>   <b>Nancy R. McIntyre</b>
---

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
		INCREASE CONTROL VALUE:			\$ 1,013,200.00	
		REVISED CONTROL VALUE:			\$ 14,827,480.11	
		INCREASE CONTROL VALUE:			\$ 195,359.89	
		REVISED CONTROL VALUE:			\$ 15,022,840.00	
		INCREASE CONTROL VALUE:			\$ 441,600.00	
		REVISED CONTROL VALUE:			\$ 15,464,440.00	
		INCREASE CONTROL VALUE:			\$ 8,822,613.07	
		REVISED CONTROL VALUE:			\$ 24,287,053.07	
		CHANGE TO DATE:				
		FROM: 06/23/2017 - 06/30/2020				
		TO: 06/23/2017 - 06/30/2023				
		INCREASE REFLECTS NEW CONTRACT WITH VENDOR. SEE ATTACHED NINTH AMENDMENT DOCUMENT 6/03/2020				
		AGENCY CONTACT:				
		KRISTIN BADWAY				
		401-574-9001				
		Reference Documents: 3521135 ATTACH.pdf				
						<b>Total: 251,998.42 (USD)</b>

<b>INVOICE TO</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a></p>
<b>REGISTRATION REQUIREMENTS</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a></p>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

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**NINTH AMENDMENT TO AGREEMENT**

**Between the**

**State of Rhode Island and Providence Plantations, by and through its  
Department of Revenue, Division of Motor Vehicles**

**And**

**Perspecta State & Local Inc.  
(Formerly Known As Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc.  
and Enterprise Services State & Local Inc.)**

**For the Purpose of Providing a New DMV Motor Vehicle Licensing System**

**7002869**

**Contract Identification Code**

The State of Rhode Island and Providence Plantations, by and through its Department of Revenue, Division of Motor Vehicles (collectively, the "State") and Perspecta State & Local Inc., formerly known as Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc. and Enterprise Services State & Local Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Ninth (9<sup>th</sup>) Amendment (the "Amendment") to the agreement between the State and Contractor relating to the implementation of a new DMV Motor Vehicle Licensing System, Contract Identification Code #7002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for the consent to voluntarily enter into this Amendment to the Agreement on the following terms:

1. **Term of Agreement.** The term of the Agreement is hereby extended until June 30, 2023. The State, in its sole discretion, may further extend the term for an additional one (1) year until June 30, 2024 by providing written notice to Contractor by March 31, 2023, provided that any such extension shall require formal approval by the Rhode Island Division of Purchases through the issuance of a change order.
2. **Effect of Agreement and Prior Amendments.** Unless explicitly amended in this Amendment, all terms and conditions as set forth in the Agreement and any amendments thereto shall remain in effect.
3. **Application Enhancement and Maintenance Support Services.** Contractor will provide Application Enhancement and Maintenance Support Services as set forth in the Statement of Work attached as Appendix A. This Amendment, including Appendix A, governs Contractor's provision of the Application Enhancement and Maintenance Support Services from July 1, 2020 through June 30, 2023 (or from July 1, 2020 through June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
4. **Named Personnel.** With regard to each position and the named personnel in Section 2.2 of the Statement of Work attached as Appendix A, Contractor may not transfer or re-assign such personnel until a suitable replacement has been introduced to and approved by the State, such consent not to be unreasonably withheld. If any of the personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.
5. **Charges.** The services will be provided on a fixed-price basis for the number of personnel as set forth in the Statement of Work attached as Appendix A. The charges are summarized in the following table:

Price Type	Year 1	Year 2	Year 3	Year 4 Option Year
Labor Annual Price	\$ 2,765,685.72	\$ 2,827,913.64	\$ 2,891,541.71	\$ 2,956,601.39
Labor Monthly Price	\$ 230,473.81	\$ 235,659.47	\$ 240,961.81	\$ 246,383.45
ALM Software Price *	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00
Agile Manager Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00
UFT Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00

\* Software Price is an estimate. Actual price will be based on approved quote.

**5.1. Labor Price.** The State will pay the Labor Price according to the following schedule.

- 5.1.1. Application Enhancement and Maintenance Support Services Year 1: \$2,765,685.72 to be paid in monthly increments of \$230,473.81 beginning in July 2020
- 5.1.2. Application Enhancement and Maintenance Support Services Year 2: \$2,827,913.64 to be paid in monthly increments of \$235,659.47 beginning in July 2021
- 5.1.3. Application Enhancement and Maintenance Support Services Year 3: \$2,891,541.71 to be paid in monthly increments of \$240,961.81 beginning in July 2022
- 5.1.4. Application Enhancement and Maintenance Support Services Year 4-Option Year: \$2,956,601.39 to be paid in monthly increments of \$246,383.45 beginning in July 2023

**5.2. Credits for Named Personnel.** If a Named Personnel, listed in Section 2.2 of the Statement of Work attached as Appendix A, is no longer on the project, per Section 4 of this Amendment, Contractor will adjust the monthly invoice downward on a pro-rata basis in accordance with the Named Personnel job description and level and hourly rate in Section 5.6.1 of this Amendment for the period in which the position remains open.

**5.3. Hours and Additional Charges for Account Manager.** One Full Time Equivalent (FTE) for the Contractor Account Manager is based on 40 hours per week and 160 hours per month. If the State requires the Contractor Account Manager to work beyond the FTE allocation listed in Section 2.2 of the Statement of Work attached as Appendix A, Contractor and the State will mutually agree in advance on any additional charges for these additional hours.

**5.4. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.5. Hardware and Software.** Application Lifecycle Management ("ALM"), Agile Manager, and UFT Software are not included with this Amendment. Should the State desire Contractor to provide ALM, Agile Manager, and/or UFT Software, Contractor will provide the State with a quote for such software. If the State approves the quote and directs Contractor to procure such

software, then the State agrees to pay for the software in accordance with the terms contained on the quote. Contractor will provide ALM, Agile Manager, and UFT Software with no mark-up to the State. The State's use of ALM, Agile Manager, and UFT Software will be subject to the terms and conditions contained with such materials as determined by the software manufacturer. The above-quoted prices are estimates only.

**5.6. Additional Personnel Labor Price and Travel Expenses.** If the State, pursuant to the Work Order Request Form attached hereto as Appendix WO, exercises the ability to retain additional Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services, as set forth in Section 2.2.1 of Appendix A, the State shall pay the following charges which shall be in addition to the charges described in Sections 5.1 and 5.4.

**5.6.1. Labor Price.** The State will pay the Contractor monthly for the actual hours worked by such personnel retained pursuant to Section 5.6; however, said individuals will not work more than forty (40) hours a week without written approval of the State. The associated hourly rate(s) for such retained personnel shall be based on the Contractor employees Job Description in the table below.

Job Description	Hourly Rate Year 1
Project Manager I	\$52.32
Project Manager II	\$69.24
Project Manager III	\$93.22
Project Manager IV	\$114.40
Project Manager V	\$146.73
Developer I	\$52.32
Developer II	\$69.24
Developer III	\$93.22
Developer IV	\$114.40
Developer V	\$146.73
Tester I	\$52.32
Tester II	\$69.24
Tester III	\$93.22

Job Description	Hourly Rate Year 1
Tester IV	\$114.40
Tester V	\$146.73
Business Analyst I	\$52.32
Business Analyst II	\$69.24
Business Analyst III	\$93.22
Business Analyst IV	\$114.40
Business Analyst V	\$146.73
ITO Consultant I	\$52.32
ITO Consultant II	\$69.24
ITO Consultant III	\$93.22
ITO Consultant IV	\$114.40
ITO Consultant V	\$146.73

The table above is for the Contractor's employees and does not represent rates for third-party contractors. Rates for third-party contractors will be mutually agreed to by the parties in the Work Order Request Form attached hereto as Appendix WO.

Hourly rates in the table above and for third-party contractors will increase annually on July 1 by 2.25%.

**5.6.2. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.6.3.** Consistent with Section 4, with regard to each resource sought to be retained, the State shall have the right to interview and approve each candidate, such approval not to be unreasonably withheld, and, if thereafter any retained personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall utilize commercially reasonable efforts to promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.

- 6. Warranty.** Application Enhancements completed on or before December 31, 2022 (or on or before December 31, 2023 if the State exercises its option to extend pursuant to Section 1), and, notwithstanding Section 6 of the Seventh Amendment, Application Enhancements provided between January 1, 2020 and June 30, 2020, will be warranted for six months, through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1). During this period, Contractor will resolve any Severity 1 and Severity 2 defects (severity levels as defined in Section 6.10 of Appendix A to the Fifth Amendment) that are identified by utilizing the Staffing Resources set forth in Appendix A. All Application Enhancements provided after December 31, 2022 (or after December 31, 2023 if the State exercises its option to extend pursuant to Section 1) will be provided on an AS-IS/WHERE-IS basis, though the State will have the discretion to utilize the bandwidth of the Staffing Resources to remediate identified defects during the term. All of Contractor's obligations for warranty obligations will cease as of June 30, 2023 (or as of June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
- 7. Limitation of Liability.** For all Application Enhancement and Maintenance Support Services provided pursuant to this Amendment, the limitation of liability as set forth on page 8 of the Contract or elsewhere in the Agreement shall be limited to the total amount payable to Contractor under this Amendment. For clarity, except for matters of personal injury, property damage, intellectual property infringement, and, except as provided for and/or prohibited under Rhode Island law, Contractor's liability to the State for damages attributable to Contractor's acts or omissions under the Amendment will be limited to \$8,485,141.07 (or \$11,441,742.26 if the State exercises its option to extend pursuant to Section 1) plus the total amount payable to Contractor under Sections 5.3 and 5.6 of this Amendment.
- 8. State Property.** Any and all data, technical information, information systems and materials that the Contractor first creates specifically for the State pursuant to this Amendment, including, but not limited to, all software computer programs, source code, documentation and manuals, shall be deemed to be owned and remain owned by the State and shall be considered State Property for all purposes of the Agreement, as amended. For clarity, and consistent with Ownership as set forth on page 8 of the Contract, the State grants the Contractor a world-wide, exclusive, perpetual, royalty



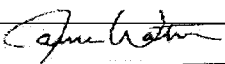
free, fully paid-up license to use, reproduce, publish, create derivative works of, sublicense, and resell the State Property that Contractor creates pursuant to this Agreement, as amended.

9. **Effect of Amendment.** Except as stated in Section 2 entitled "Effect of Agreement and Prior Amendments", this Amendment supersedes all prior agreements related to the subject matter set forth herein. All prior discussions, negotiations and agreements are merged and integrated into this Amendment and are treated as though they never existed.
- 

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Amendment as of the 1<sup>st</sup> day of June 2020 (the "Effective Date").

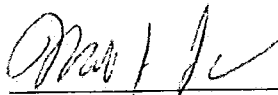
PERSPECTA STATE & LOCAL INC.

Signature: 

Printed Name: James Watson

Date: 6/2/2020

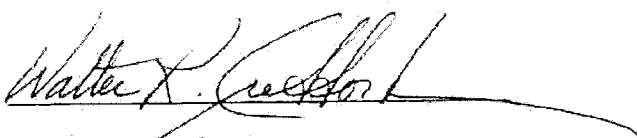
STATE of RHODE ISLAND AND PROVIDENCE PLANTATIONS, by and through its DEPARTMENT OF REVENUE

Signature: 

Printed Name: Mark A. Furcolo

Date: June 3, 2020

STATE of RHODE ISLAND DIVISION OF MOTOR VEHICLES

Signature: 

Printed Name: Walter R. CRADDOCK

Date: 6/3/2020

**Amendment 9**

**Appendix A**

**STATEMENT OF WORK**  
**FOR RIMS APPLICATION ENHANCEMENT AND MAINTENANCE SERVICES**

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**1. SUMMARY**

This Statement of Work ("SOW") is for Contractor staffing resources to provide continued assistance to the State at its Division of Motor Vehicles with application enhancement and maintenance support services to the Rhode Island Motor Vehicles System ("RIMS").

**2. CONTRACTOR RESPONSIBILITIES**

**2.1. Application Enhancement and Maintenance Support Services**

Application Enhancements shall mean State prioritized and directed changes or upgrades to the RIMS solution that increases software capabilities beyond the original specifications. Maintenance Support provided by Contractor shall mean State prioritized and directed routine applications, operational support and minor modifications of RIMS to correct faults and support operational needs. Contractor's services may include, if directed by the State, the functional validation and testing of software developed by Contractor pursuant to this Amendment. The State retains sole discretion on how best to direct the Application Enhancements and Maintenance Support services provided by Contractor.

**2.2. Staffing Resources**

Pursuant to this Amendment, Contractor will retain a team of twelve and a quarter (12.25) personnel through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1 of the Ninth Amendment), according to the following schedule, who will be dedicated to the State on a full-time basis, except for the Account Manager who will be dedicated to the State as set forth below, to provide application enhancements and maintenance support for RIMS at the direction of the State. These resources will consist of:

Perspecta Team Member	Job Description / Title	Job Level	FTE	Monthly Price Year 1	Monthly Price Year 2	Monthly Price Year 3	Monthly Price Year 4-Option Year
Saad Bashir	Account Manager	5	0.25				
Himanshu Bhagat	Lead Analyst	4	1				
Bhim Rathor	Developer	4	1				
Anil Tiwari	Developer	4	1				
Atul Trikha	Developer	4	1				
Sai Gangu	Developer	4	1				
Pradeep Reddy	Developer	4	1	\$ 230,473.81	\$235,659.47	\$ 240,961.81	\$246,383.45
Jeevan Anjna	Developer	4	1				
Sreenivasa Adatakhula	Business Analyst	4	1				
Venkat Gantannagari	ITO Consultant	4	1				
Sreedhar Medikonda	ITO Consultant	3	1				
Swetha Badapalli	Tester	4	1				
Tanzina Tarranum	Tester	4	1				
<b>Total FTE</b>			<b>12.25</b>				

The Account Manager and Lead Business Analyst will be the State's primary point of contact. The executive committee shall include the following members from the State of Rhode Island: the Department of Revenue Director, the Division of Motor Vehicles Administrator, the Chief Information Officer, and the DMV Technology Lead. The executive committee shall include the following members from the Contractor: the Account Manager, the Lead Analyst, the Regional Account Executive, and the Vice President for State and Local Government.

**2.2.1. Additional Personnel.** In addition to the resources named in Section 2.2, the State, through use of the Work Order Request Form attached hereto as Appendix WO, may retain the following Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services throughout the term of the Agreement: Project Manager I, Project Manager II, Project Manager III, Project Manager IV, Project Manager V, Developer I, Developer II, Developer III, Developer IV, Developer V, Tester I, Tester II, Tester III, Tester IV, Tester V, Business Analyst I, Business Analyst II, Business Analyst III, Business Analyst IV, Business Analyst V, ITO Consultant I, ITO Consultant II, ITO Consultant III, ITO Consultant IV, ITO Consultant V. The State may release any personnel retained pursuant to this subsection at any time prior to the expiration of this Agreement by providing Contractor with 30 days written notice prior to such release being effective.

### 2.3. Location

Contractor personnel may work from off-site locations at Contractor's discretion. This off-site work may take place from any of Contractor's offices or from the home offices of the Contractor resources. Contractor will make best efforts to retain the Lead Analyst and one other professional in Rhode Island.

### 2.4. Hours

Contractor personnel will work eight-hour days, generally worked between the hours of 8AM – 12PM and 1PM – 5PM, Mon – Fri (excluding weekends, public holidays, vacation and sick days).

### **3. STATE RESPONSIBILITIES**

#### **3.1. State Product Owner**

The State shall provide a State Product Owner who will direct, prioritize, and define the work efforts. The State Product Owner, or another designate by the State Product Owner, will provide timely sign-off on deliverable, to the extent any such sign-off is required as an operational activity.

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#### **3.2. Oversight**

The State shall solely determine whether to act or refrain from acting on any recommendations made by Contractor and shall be responsible for determining whether any services provided by Contractor will (i) comply with all laws and regulations applicable to State; and (ii) comply with State's applicable internal guidelines and any other agreements it has with third parties.

#### **3.3. Facilities**

The State shall provide work space in Rhode Island for the Contractor team. Such work space will include desks, chairs, and telephones, local network printers, and access to high-speed Internet.

#### **3.4. Resources**

The State will facilitate access to, and schedule relevant executives and subject matter experts to support the desired services.

### **4. EXCLUSIONS FROM SCOPE OF SERVICES**

#### **4.1. Automated Regression Testing and Performance Testing**

Automated Regression Testing and Performance Testing are out of scope for this Agreement. Automated Regression Testing, which is out of scope for this Agreement, means automated testing of existing software to validate that changes to software have not impacted any existing functionality. Performance Testing, which is out of scope for this Agreement, means validating system performance under actual or simulated load and includes testing such as load testing, stress testing, and endurance testing.

Appendix WO  
Work Order Request Form

Request Date: \_\_\_\_\_

1. Pursuant to Section 5.6 of the Ninth Amendment and Section 2.2.1 of Appendix A to the Ninth Amendment, the State herein seeks to retain the resources identified in Section 2, below, to perform Application Enhancement and Maintenance Support Services.

2. Resources Sought to be Retained by State:

Job Description	Name (if known to State)	Start Date	End Date	Hours/Week

Requested By: \_\_\_\_\_ (State PM)

3. Contractor Personnel Offered:

Job Description	Name

APPROVED BY:

\_\_\_\_\_

State Project Manager

\_\_\_\_\_

Contractor Project Manager

\_\_\_\_\_

State CFO (Department of Revenue)

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Annual Labor	2,765,685.72	2,827,913.64	2,891,541.71	8,485,141.07
ALM Software	67,600.00	67,600.00	67,600.00	202,800.00
Agile Manager Software	13,900.00	13,900.00	13,900.00	41,700.00
UFT Software	13,900.00	13,900.00	13,900.00	41,700.00
Travel	16,588.00	17,086.00	17,598.00	51,272.00
<b>Total</b>	<b>2,877,673.72</b>	<b>2,940,399.64</b>	<b>3,004,539.71</b>	<b>8,822,613.07</b>
		<b>Total 9th Amendment</b>		<b>8,822,613.07</b>
		Current Control Value		15,464,440.00
		New Control Value		24,287,053.07

# **ITEM 3**





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

Standard Purchase Order  
 3673642, 0

<b>V E N D O R</b>	<b>ENTERPRISE SERVICES STATE AND LOCAL INC</b> <b>5400 LEGACY DRIVE</b> <b>PLANO, TX 75024</b> <b>United States</b>
--	--

Purchase Order Number	<b>3673642</b>
Revision Number	<b>0</b>
Reference Contract Number	<b>3521135</b>
PO Date	<b>06-APR-2020</b>
Approved PO Date	<b>06-APR-2020</b>
Buyer	- - <b>Autocreate,</b> *

<b>S H I P  T O</b>	<b>DOR-DT MOTOR VEHICLES, PAWTUCKET</b> <b>600 NEW LONDON AVENUE</b> <b>CRANSTON, RI 02920-3024</b> <b>United States</b>
---	---

Type of Requisition	
Requisition Number	<b>1654839</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Vendor Number	<b>29361</b>
Requester Name	<b>Badway, Kristin M</b>
Work Telephone	<b>401-574-9901</b>

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 General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

**PO DESCRIPTION: DMV- RIMS MAINTENANCE -FEBRUARY INVOICE 6501664**


Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
<b>1</b>		<b>DMV-RIMS- APPLICATION ENHANCEMENTS &amp; MAINTENANCE-</b>	<b>248896.74</b>	<b>Each</b>	<b>1</b>	<b>248,896.74</b>
CHANGE ORDER TO PO# 3521135  INCREASE CONTROL VALUE: CONTROL VALUE: \$11,552,080.11 INCREASE CONTROL VALUE: \$ 2,262,200.00 REVISED CONTROL VALUE: \$ 13,814,280.11						

<b>INVOICE TO</b>
<b>IMMEDIATE VENDOR ACTION REQUIRED:</b> Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a>
<b>REGISTRATION REQUIREMENTS</b>
<b>IMMEDIATE VENDOR ACTION REQUIRED:</b> ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
		INCREASE CONTROL VALUE:			\$ 1,013,200.00	
		REVISED CONTROL VALUE:			\$ 14,827,480.11	
		INCREASE CONTROL VALUE:			\$ 195,359.89	
		REVISED CONTROL VALUE:			\$ 15,022,840.00	
		INCREASE CONTROL VALUE:			\$ 441,600.00	
		REVISED CONTROL VALUE:			\$ 15,464,440.00	
		INCREASE CONTROL VALUE:			\$ 8,822,613.07	
		REVISED CONTROL VALUE:			\$ 24,287,053.07	
		CHANGE TO DATE:				
		FROM: 06/23/2017 - 06/30/2020				
		TO: 06/23/2017 - 06/30/2023				
		INCREASE REFLECTS NEW CONTRACT WITH VENDOR. SEE ATTACHED NINTH AMENDMENT DOCUMENT 6/03/2020				
		AGENCY CONTACT:				
		KRISTIN BADWAY				
		401-574-9001				
		Reference Documents: 3521135 ATTACH.pdf				
						<b>Total: 248,896.74 (USD)</b>

<b>INVOICE TO</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a></p>
<b>REGISTRATION REQUIREMENTS</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a></p>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

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**NINTH AMENDMENT TO AGREEMENT**

**Between the**

**State of Rhode Island and Providence Plantations, by and through its  
Department of Revenue, Division of Motor Vehicles**

**And**

**Perspecta State & Local Inc.  
(Formerly Known As Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc.  
and Enterprise Services State & Local Inc.)**

**For the Purpose of Providing a New DMV Motor Vehicle Licensing System**

**7002869**

**Contract Identification Code**

The State of Rhode Island and Providence Plantations, by and through its Department of Revenue, Division of Motor Vehicles (collectively, the "State") and Perspecta State & Local Inc., formerly known as Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc. and Enterprise Services State & Local Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Ninth (9<sup>th</sup>) Amendment (the "Amendment") to the agreement between the State and Contractor relating to the implementation of a new DMV Motor Vehicle Licensing System, Contract Identification Code #7002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for the consent to voluntarily enter into this Amendment to the Agreement on the following terms:

1. **Term of Agreement.** The term of the Agreement is hereby extended until June 30, 2023. The State, in its sole discretion, may further extend the term for an additional one (1) year until June 30, 2024 by providing written notice to Contractor by March 31, 2023, provided that any such extension shall require formal approval by the Rhode Island Division of Purchases through the issuance of a change order.
2. **Effect of Agreement and Prior Amendments.** Unless explicitly amended in this Amendment, all terms and conditions as set forth in the Agreement and any amendments thereto shall remain in effect.
3. **Application Enhancement and Maintenance Support Services.** Contractor will provide Application Enhancement and Maintenance Support Services as set forth in the Statement of Work attached as Appendix A. This Amendment, including Appendix A, governs Contractor's provision of the Application Enhancement and Maintenance Support Services from July 1, 2020 through June 30, 2023 (or from July 1, 2020 through June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
4. **Named Personnel.** With regard to each position and the named personnel in Section 2.2 of the Statement of Work attached as Appendix A, Contractor may not transfer or re-assign such personnel until a suitable replacement has been introduced to and approved by the State, such consent not to be unreasonably withheld. If any of the personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.
5. **Charges.** The services will be provided on a fixed-price basis for the number of personnel as set forth in the Statement of Work attached as Appendix A. The charges are summarized in the following table:

Price Type	Year 1	Year 2	Year 3	Year 4 Option Year
Labor Annual Price	\$ 2,765,685.72	\$ 2,827,913.64	\$ 2,891,541.71	\$ 2,956,601.39
Labor Monthly Price	\$ 230,473.81	\$ 235,659.47	\$ 240,961.81	\$ 246,383.45
ALM Software Price *	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00
Agile Manager Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00
UFT Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00

\* Software Price is an estimate. Actual price will be based on approved quote.

**5.1. Labor Price.** The State will pay the Labor Price according to the following schedule.

- 5.1.1. Application Enhancement and Maintenance Support Services Year 1: \$2,765,685.72 to be paid in monthly increments of \$230,473.81 beginning in July 2020
- 5.1.2. Application Enhancement and Maintenance Support Services Year 2: \$2,827,913.64 to be paid in monthly increments of \$235,659.47 beginning in July 2021
- 5.1.3. Application Enhancement and Maintenance Support Services Year 3: \$2,891,541.71 to be paid in monthly increments of \$240,961.81 beginning in July 2022
- 5.1.4. Application Enhancement and Maintenance Support Services Year 4-Option Year: \$2,956,601.39 to be paid in monthly increments of \$246,383.45 beginning in July 2023

**5.2. Credits for Named Personnel.** If a Named Personnel, listed in Section 2.2 of the Statement of Work attached as Appendix A, is no longer on the project, per Section 4 of this Amendment, Contractor will adjust the monthly invoice downward on a pro-rata basis in accordance with the Named Personnel job description and level and hourly rate in Section 5.6.1 of this Amendment for the period in which the position remains open.

**5.3. Hours and Additional Charges for Account Manager.** One Full Time Equivalent (FTE) for the Contractor Account Manager is based on 40 hours per week and 160 hours per month. If the State requires the Contractor Account Manager to work beyond the FTE allocation listed in Section 2.2 of the Statement of Work attached as Appendix A, Contractor and the State will mutually agree in advance on any additional charges for these additional hours.

**5.4. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.5. Hardware and Software.** Application Lifecycle Management ("ALM"), Agile Manager, and UFT Software are not included with this Amendment. Should the State desire Contractor to provide ALM, Agile Manager, and/or UFT Software, Contractor will provide the State with a quote for such software. If the State approves the quote and directs Contractor to procure such

software, then the State agrees to pay for the software in accordance with the terms contained on the quote. Contractor will provide ALM, Agile Manager, and UFT Software with no mark-up to the State. The State's use of ALM, Agile Manager, and UFT Software will be subject to the terms and conditions contained with such materials as determined by the software manufacturer. The above-quoted prices are estimates only.

**5.6. Additional Personnel Labor Price and Travel Expenses.** If the State, pursuant to the Work Order Request Form attached hereto as Appendix WO, exercises the ability to retain additional Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services, as set forth in Section 2.2.1 of Appendix A, the State shall pay the following charges which shall be in addition to the charges described in Sections 5.1 and 5.4.

**5.6.1. Labor Price.** The State will pay the Contractor monthly for the actual hours worked by such personnel retained pursuant to Section 5.6; however, said individuals will not work more than forty (40) hours a week without written approval of the State. The associated hourly rate(s) for such retained personnel shall be based on the Contractor employees Job Description in the table below.

Job Description	Hourly Rate Year 1
Project Manager I	\$52.32
Project Manager II	\$69.24
Project Manager III	\$93.22
Project Manager IV	\$114.40
Project Manager V	\$146.73
Developer I	\$52.32
Developer II	\$69.24
Developer III	\$93.22
Developer IV	\$114.40
Developer V	\$146.73
Tester I	\$52.32
Tester II	\$69.24
Tester III	\$93.22

Job Description	Hourly Rate Year 1
Tester IV	\$114.40
Tester V	\$146.73
Business Analyst I	\$52.32
Business Analyst II	\$69.24
Business Analyst III	\$93.22
Business Analyst IV	\$114.40
Business Analyst V	\$146.73
ITO Consultant I	\$52.32
ITO Consultant II	\$69.24
ITO Consultant III	\$93.22
ITO Consultant IV	\$114.40
ITO Consultant V	\$146.73

The table above is for the Contractor's employees and does not represent rates for third-party contractors. Rates for third-party contractors will be mutually agreed to by the parties in the Work Order Request Form attached hereto as Appendix WO.

Hourly rates in the table above and for third-party contractors will increase annually on July 1 by 2.25%.

**5.6.2. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.6.3.** Consistent with Section 4, with regard to each resource sought to be retained, the State shall have the right to interview and approve each candidate, such approval not to be unreasonably withheld, and, if thereafter any retained personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall utilize commercially reasonable efforts to promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.

- 6. Warranty.** Application Enhancements completed on or before December 31, 2022 (or on or before December 31, 2023 if the State exercises its option to extend pursuant to Section 1), and, notwithstanding Section 6 of the Seventh Amendment, Application Enhancements provided between January 1, 2020 and June 30, 2020, will be warranted for six months, through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1). During this period, Contractor will resolve any Severity 1 and Severity 2 defects (severity levels as defined in Section 6.10 of Appendix A to the Fifth Amendment) that are identified by utilizing the Staffing Resources set forth in Appendix A. All Application Enhancements provided after December 31, 2022 (or after December 31, 2023 if the State exercises its option to extend pursuant to Section 1) will be provided on an AS-IS/WHERE-IS basis, though the State will have the discretion to utilize the bandwidth of the Staffing Resources to remediate identified defects during the term. All of Contractor's obligations for warranty obligations will cease as of June 30, 2023 (or as of June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
- 7. Limitation of Liability.** For all Application Enhancement and Maintenance Support Services provided pursuant to this Amendment, the limitation of liability as set forth on page 8 of the Contract or elsewhere in the Agreement shall be limited to the total amount payable to Contractor under this Amendment. For clarity, except for matters of personal injury, property damage, intellectual property infringement, and, except as provided for and/or prohibited under Rhode Island law, Contractor's liability to the State for damages attributable to Contractor's acts or omissions under the Amendment will be limited to \$8,485,141.07 (or \$11,441,742.26 if the State exercises its option to extend pursuant to Section 1) plus the total amount payable to Contractor under Sections 5.3 and 5.6 of this Amendment.
- 8. State Property.** Any and all data, technical information, information systems and materials that the Contractor first creates specifically for the State pursuant to this Amendment, including, but not limited to, all software computer programs, source code, documentation and manuals, shall be deemed to be owned and remain owned by the State and shall be considered State Property for all purposes of the Agreement, as amended. For clarity, and consistent with Ownership as set forth on page 8 of the Contract, the State grants the Contractor a world-wide, exclusive, perpetual, royalty

free, fully paid-up license to use, reproduce, publish, create derivative works of, sublicense, and resell the State Property that Contractor creates pursuant to this Agreement, as amended.

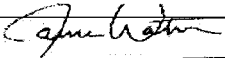
9. **Effect of Amendment.** Except as stated in Section 2 entitled "Effect of Agreement and Prior Amendments", this Amendment supersedes all prior agreements related to the subject matter set forth herein. All prior discussions, negotiations and agreements are merged and integrated into this Amendment and are treated as though they never existed.
- 

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties execute this Amendment as of the 1<sup>st</sup> day of June 2020 (the "Effective Date").

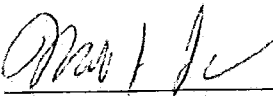
PERSPECTA STATE & LOCAL INC.

Signature: 

Printed Name: James Watson

Date: 6/2/2020

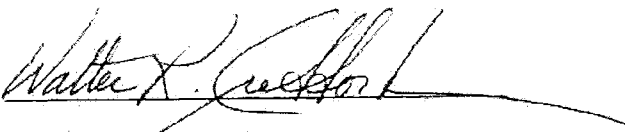
STATE of RHODE ISLAND AND PROVIDENCE PLANTATIONS, by and through its DEPARTMENT OF REVENUE

Signature: 

Printed Name: Mark A. Furcolo

Date: June 3, 2020

STATE of RHODE ISLAND DIVISION OF MOTOR VEHICLES

Signature: 

Printed Name: Walter R. CRADDOCK

Date: 6/3/2020

**Amendment 9**

**Appendix A**

**STATEMENT OF WORK**  
**FOR RIMS APPLICATION ENHANCEMENT AND MAINTENANCE SERVICES**

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**1. SUMMARY**

This Statement of Work ("SOW") is for Contractor staffing resources to provide continued assistance to the State at its Division of Motor Vehicles with application enhancement and maintenance support services to the Rhode Island Motor Vehicles System ("RIMS").

**2. CONTRACTOR RESPONSIBILITIES**

**2.1. Application Enhancement and Maintenance Support Services**

Application Enhancements shall mean State prioritized and directed changes or upgrades to the RIMS solution that increases software capabilities beyond the original specifications. Maintenance Support provided by Contractor shall mean State prioritized and directed routine applications, operational support and minor modifications of RIMS to correct faults and support operational needs. Contractor's services may include, if directed by the State, the functional validation and testing of software developed by Contractor pursuant to this Amendment. The State retains sole discretion on how best to direct the Application Enhancements and Maintenance Support services provided by Contractor.

**2.2. Staffing Resources**

Pursuant to this Amendment, Contractor will retain a team of twelve and a quarter (12.25) personnel through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1 of the Ninth Amendment), according to the following schedule, who will be dedicated to the State on a full-time basis, except for the Account Manager who will be dedicated to the State as set forth below, to provide application enhancements and maintenance support for RIMS at the direction of the State. These resources will consist of:

Perspecta Team Member	Job Description / Title	Job Level	FTE	Monthly Price Year 1	Monthly Price Year 2	Monthly Price Year 3	Monthly Price Year 4-Option Year
Saad Bashir	Account Manager	5	0.25				
Himanshu Bhagat	Lead Analyst	4	1				
Bhim Rathor	Developer	4	1				
Anil Tiwari	Developer	4	1				
Atul Trikha	Developer	4	1				
Sai Gangu	Developer	4	1				
Pradeep Reddy	Developer	4	1	\$ 230,473.81	\$235,659.47	\$ 240,961.81	\$246,383.45
Jeevan Anjna	Developer	4	1				
Sreenivasa Adatakhula	Business Analyst	4	1				
Venkat Gantannagari	ITO Consultant	4	1				
Sreedhar Medikonda	ITO Consultant	3	1				
Swetha Badapalli	Tester	4	1				
Tanzina Tarranum	Tester	4	1				
<b>Total FTE</b>			<b>12.25</b>				

The Account Manager and Lead Business Analyst will be the State's primary point of contact. The executive committee shall include the following members from the State of Rhode Island: the Department of Revenue Director, the Division of Motor Vehicles Administrator, the Chief Information Officer, and the DMV Technology Lead. The executive committee shall include the following members from the Contractor: the Account Manager, the Lead Analyst, the Regional Account Executive, and the Vice President for State and Local Government.

**2.2.1. Additional Personnel.** In addition to the resources named in Section 2.2, the State, through use of the Work Order Request Form attached hereto as Appendix WO, may retain the following Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services throughout the term of the Agreement: Project Manager I, Project Manager II, Project Manager III, Project Manager IV, Project Manager V, Developer I, Developer II, Developer III, Developer IV, Developer V, Tester I, Tester II, Tester III, Tester IV, Tester V, Business Analyst I, Business Analyst II, Business Analyst III, Business Analyst IV, Business Analyst V, ITO Consultant I, ITO Consultant II, ITO Consultant III, ITO Consultant IV, ITO Consultant V. The State may release any personnel retained pursuant to this subsection at any time prior to the expiration of this Agreement by providing Contractor with 30 days written notice prior to such release being effective.

### 2.3. Location

Contractor personnel may work from off-site locations at Contractor's discretion. This off-site work may take place from any of Contractor's offices or from the home offices of the Contractor resources. Contractor will make best efforts to retain the Lead Analyst and one other professional in Rhode Island.

### 2.4. Hours

Contractor personnel will work eight-hour days, generally worked between the hours of 8AM – 12PM and 1PM – 5PM, Mon – Fri (excluding weekends, public holidays, vacation and sick days).

### **3. STATE RESPONSIBILITIES**

#### **3.1. State Product Owner**

The State shall provide a State Product Owner who will direct, prioritize, and define the work efforts. The State Product Owner, or another designate by the State Product Owner, will provide timely sign-off on deliverable, to the extent any such sign-off is required as an operational activity.

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#### **3.2. Oversight**

The State shall solely determine whether to act or refrain from acting on any recommendations made by Contractor and shall be responsible for determining whether any services provided by Contractor will (i) comply with all laws and regulations applicable to State; and (ii) comply with State's applicable internal guidelines and any other agreements it has with third parties.

#### **3.3. Facilities**

The State shall provide work space in Rhode Island for the Contractor team. Such work space will include desks, chairs, and telephones, local network printers, and access to high-speed Internet.

#### **3.4. Resources**

The State will facilitate access to, and schedule relevant executives and subject matter experts to support the desired services.

### **4. EXCLUSIONS FROM SCOPE OF SERVICES**

#### **4.1. Automated Regression Testing and Performance Testing**

Automated Regression Testing and Performance Testing are out of scope for this Agreement. Automated Regression Testing, which is out of scope for this Agreement, means automated testing of existing software to validate that changes to software have not impacted any existing functionality. Performance Testing, which is out of scope for this Agreement, means validating system performance under actual or simulated load and includes testing such as load testing, stress testing, and endurance testing.

Appendix WO  
Work Order Request Form

Request Date: \_\_\_\_\_

1. Pursuant to Section 5.6 of the Ninth Amendment and Section 2.2.1 of Appendix A to the Ninth Amendment, the State herein seeks to retain the resources identified in Section 2, below, to perform Application Enhancement and Maintenance Support Services.

2. Resources Sought to be Retained by State:

Job Description	Name (if known to State)	Start Date	End Date	Hours/Week

Requested By: \_\_\_\_\_ (State PM)

3. Contractor Personnel Offered:

Job Description	Name

APPROVED BY:

\_\_\_\_\_

State Project Manager

\_\_\_\_\_

Contractor Project Manager

\_\_\_\_\_

State CFO (Department of Revenue)

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Annual Labor	2,765,685.72	2,827,913.64	2,891,541.71	8,485,141.07
ALM Software	67,600.00	67,600.00	67,600.00	202,800.00
Agile Manager Software	13,900.00	13,900.00	13,900.00	41,700.00
UFT Software	13,900.00	13,900.00	13,900.00	41,700.00
Travel	16,588.00	17,086.00	17,598.00	51,272.00
<b>Total</b>	<b>2,877,673.72</b>	<b>2,940,399.64</b>	<b>3,004,539.71</b>	<b>8,822,613.07</b>
		<b>Total 9th Amendment</b>		<b>8,822,613.07</b>
		Current Control Value		15,464,440.00
		New Control Value		24,287,053.07

## **ITEM 4**



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

Standard Purchase Order  
 3681162, 0

<b>V E N D O R</b>	<b>ENTERPRISE SERVICES STATE AND LOCAL INC</b> <b>5400 LEGACY DRIVE</b> <b>PLANO, TX 75024</b> <b>United States</b>
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Purchase Order Number	<b>3681162</b>
Revision Number	<b>0</b>
Reference Contract Number	<b>3521135</b>
PO Date	<b>26-JUN-2020</b>
Approved PO Date	<b>26-JUN-2020</b>
Buyer	- - <b>Autocreate,</b> *

<b>S H I P  T O</b>	<b>DOR-DT MOTOR VEHICLES, PAWTUCKET</b> <b>600 NEW LONDON AVENUE</b> <b>CRANSTON, RI 02920-3024</b> <b>United States</b>
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Type of Requisition	
Requisition Number	<b>1662907</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Vendor Number	<b>29361</b>
Requester Name	<b>Badway, Kristin M</b>
Work Telephone	<b>401-574-9901</b>

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 General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

**PO DESCRIPTION: DMV- RIMS MAINTENANCE- MAY INV#0000441212**


Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
<b>1</b>		<b>DMV-RIMS- APPLICATION ENHANCEMENTS &amp; MAINTENANCE-</b>	<b>250110.36</b>	<b>Each</b>	<b>1</b>	<b>250,110.36</b>
CHANGE ORDER TO PO# 3521135  INCREASE CONTROL VALUE: CONTROL VALUE: \$11,552,080.11 INCREASE CONTROL VALUE: \$ 2,262,200.00 REVISED CONTROL VALUE: \$ 13,814,280.11						

**INVOICE TO**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  
[http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative\\_09-01-2020.pdf](http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf)

**REGISTRATION REQUIREMENTS**

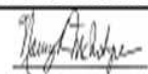
**IMMEDIATE VENDOR ACTION REQUIRED:**  
 ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  
<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

<b>STATE PURCHASING AGENT</b>   <b>Nancy R. McIntyre</b>
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Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
		INCREASE CONTROL VALUE:			\$ 1,013,200.00	
		REVISED CONTROL VALUE:			\$ 14,827,480.11	
		INCREASE CONTROL VALUE:			\$ 195,359.89	
		REVISED CONTROL VALUE:			\$ 15,022,840.00	
		INCREASE CONTROL VALUE:			\$ 441,600.00	
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		CHANGE TO DATE: FROM: 06/23/2017 - 06/30/2020 TO: 06/23/2017 - 06/30/2023				
		INCREASE REFLECTS NEW CONTRACT WITH VENDOR. SEE ATTACHED NINTH AMENDMENT DOCUMENT 6/03/2020				
		AGENCY CONTACT: KRISTIN BADWAY 401-574-9001				
		Reference Documents: 3521135 ATTACH.pdf				
						<b>Total: 250,110.36 (USD)</b>

<b>INVOICE TO</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b> Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a></p>
<b>REGISTRATION REQUIREMENTS</b>
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<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

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**NINTH AMENDMENT TO AGREEMENT**

**Between the**

**State of Rhode Island and Providence Plantations, by and through its  
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**And**

**Perspecta State & Local Inc.  
(Formerly Known As Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc.  
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**For the Purpose of Providing a New DMV Motor Vehicle Licensing System**

**7002869**

**Contract Identification Code**

The State of Rhode Island and Providence Plantations, by and through its Department of Revenue, Division of Motor Vehicles (collectively, the "State") and Perspecta State & Local Inc., formerly known as Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc. and Enterprise Services State & Local Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Ninth (9<sup>th</sup>) Amendment (the "Amendment") to the agreement between the State and Contractor relating to the implementation of a new DMV Motor Vehicle Licensing System, Contract Identification Code #7002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for the consent to voluntarily enter into this Amendment to the Agreement on the following terms:

1. **Term of Agreement.** The term of the Agreement is hereby extended until June 30, 2023. The State, in its sole discretion, may further extend the term for an additional one (1) year until June 30, 2024 by providing written notice to Contractor by March 31, 2023, provided that any such extension shall require formal approval by the Rhode Island Division of Purchases through the issuance of a change order.
2. **Effect of Agreement and Prior Amendments.** Unless explicitly amended in this Amendment, all terms and conditions as set forth in the Agreement and any amendments thereto shall remain in effect.
3. **Application Enhancement and Maintenance Support Services.** Contractor will provide Application Enhancement and Maintenance Support Services as set forth in the Statement of Work attached as Appendix A. This Amendment, including Appendix A, governs Contractor's provision of the Application Enhancement and Maintenance Support Services from July 1, 2020 through June 30, 2023 (or from July 1, 2020 through June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
4. **Named Personnel.** With regard to each position and the named personnel in Section 2.2 of the Statement of Work attached as Appendix A, Contractor may not transfer or re-assign such personnel until a suitable replacement has been introduced to and approved by the State, such consent not to be unreasonably withheld. If any of the personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.
5. **Charges.** The services will be provided on a fixed-price basis for the number of personnel as set forth in the Statement of Work attached as Appendix A. The charges are summarized in the following table:

Price Type	Year 1	Year 2	Year 3	Year 4 Option Year
Labor Annual Price	\$ 2,765,685.72	\$ 2,827,913.64	\$ 2,891,541.71	\$ 2,956,601.39
Labor Monthly Price	\$ 230,473.81	\$ 235,659.47	\$ 240,961.81	\$ 246,383.45
ALM Software Price *	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00
Agile Manager Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00
UFT Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00

\* Software Price is an estimate. Actual price will be based on approved quote.

**5.1. Labor Price.** The State will pay the Labor Price according to the following schedule.

- 5.1.1. Application Enhancement and Maintenance Support Services Year 1: \$2,765,685.72 to be paid in monthly increments of \$230,473.81 beginning in July 2020
- 5.1.2. Application Enhancement and Maintenance Support Services Year 2: \$2,827,913.64 to be paid in monthly increments of \$235,659.47 beginning in July 2021
- 5.1.3. Application Enhancement and Maintenance Support Services Year 3: \$2,891,541.71 to be paid in monthly increments of \$240,961.81 beginning in July 2022
- 5.1.4. Application Enhancement and Maintenance Support Services Year 4-Option Year: \$2,956,601.39 to be paid in monthly increments of \$246,383.45 beginning in July 2023

**5.2. Credits for Named Personnel.** If a Named Personnel, listed in Section 2.2 of the Statement of Work attached as Appendix A, is no longer on the project, per Section 4 of this Amendment, Contractor will adjust the monthly invoice downward on a pro-rata basis in accordance with the Named Personnel job description and level and hourly rate in Section 5.6.1 of this Amendment for the period in which the position remains open.

**5.3. Hours and Additional Charges for Account Manager.** One Full Time Equivalent (FTE) for the Contractor Account Manager is based on 40 hours per week and 160 hours per month. If the State requires the Contractor Account Manager to work beyond the FTE allocation listed in Section 2.2 of the Statement of Work attached as Appendix A, Contractor and the State will mutually agree in advance on any additional charges for these additional hours.

**5.4. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.5. Hardware and Software.** Application Lifecycle Management ("ALM"), Agile Manager, and UFT Software are not included with this Amendment. Should the State desire Contractor to provide ALM, Agile Manager, and/or UFT Software, Contractor will provide the State with a quote for such software. If the State approves the quote and directs Contractor to procure such

software, then the State agrees to pay for the software in accordance with the terms contained on the quote. Contractor will provide ALM, Agile Manager, and UFT Software with no mark-up to the State. The State's use of ALM, Agile Manager, and UFT Software will be subject to the terms and conditions contained with such materials as determined by the software manufacturer. The above-quoted prices are estimates only.

**5.6. Additional Personnel Labor Price and Travel Expenses.** If the State, pursuant to the Work Order Request Form attached hereto as Appendix WO, exercises the ability to retain additional Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services, as set forth in Section 2.2.1 of Appendix A, the State shall pay the following charges which shall be in addition to the charges described in Sections 5.1 and 5.4.

**5.6.1. Labor Price.** The State will pay the Contractor monthly for the actual hours worked by such personnel retained pursuant to Section 5.6; however, said individuals will not work more than forty (40) hours a week without written approval of the State. The associated hourly rate(s) for such retained personnel shall be based on the Contractor employees Job Description in the table below.

Job Description	Hourly Rate Year 1
Project Manager I	\$52.32
Project Manager II	\$69.24
Project Manager III	\$93.22
Project Manager IV	\$114.40
Project Manager V	\$146.73
Developer I	\$52.32
Developer II	\$69.24
Developer III	\$93.22
Developer IV	\$114.40
Developer V	\$146.73
Tester I	\$52.32
Tester II	\$69.24
Tester III	\$93.22

Job Description	Hourly Rate Year 1
Tester IV	\$114.40
Tester V	\$146.73
Business Analyst I	\$52.32
Business Analyst II	\$69.24
Business Analyst III	\$93.22
Business Analyst IV	\$114.40
Business Analyst V	\$146.73
ITO Consultant I	\$52.32
ITO Consultant II	\$69.24
ITO Consultant III	\$93.22
ITO Consultant IV	\$114.40
ITO Consultant V	\$146.73

The table above is for the Contractor's employees and does not represent rates for third-party contractors. Rates for third-party contractors will be mutually agreed to by the parties in the Work Order Request Form attached hereto as Appendix WO.

Hourly rates in the table above and for third-party contractors will increase annually on July 1 by 2.25%.

**5.6.2. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.6.3.** Consistent with Section 4, with regard to each resource sought to be retained, the State shall have the right to interview and approve each candidate, such approval not to be unreasonably withheld, and, if thereafter any retained personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall utilize commercially reasonable efforts to promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.

- 6. Warranty.** Application Enhancements completed on or before December 31, 2022 (or on or before December 31, 2023 if the State exercises its option to extend pursuant to Section 1), and, notwithstanding Section 6 of the Seventh Amendment, Application Enhancements provided between January 1, 2020 and June 30, 2020, will be warranted for six months, through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1). During this period, Contractor will resolve any Severity 1 and Severity 2 defects (severity levels as defined in Section 6.10 of Appendix A to the Fifth Amendment) that are identified by utilizing the Staffing Resources set forth in Appendix A. All Application Enhancements provided after December 31, 2022 (or after December 31, 2023 if the State exercises its option to extend pursuant to Section 1) will be provided on an AS-IS/WHERE-IS basis, though the State will have the discretion to utilize the bandwidth of the Staffing Resources to remediate identified defects during the term. All of Contractor's obligations for warranty obligations will cease as of June 30, 2023 (or as of June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
- 7. Limitation of Liability.** For all Application Enhancement and Maintenance Support Services provided pursuant to this Amendment, the limitation of liability as set forth on page 8 of the Contract or elsewhere in the Agreement shall be limited to the total amount payable to Contractor under this Amendment. For clarity, except for matters of personal injury, property damage, intellectual property infringement, and, except as provided for and/or prohibited under Rhode Island law, Contractor's liability to the State for damages attributable to Contractor's acts or omissions under the Amendment will be limited to \$8,485,141.07 (or \$11,441,742.26 if the State exercises its option to extend pursuant to Section 1) plus the total amount payable to Contractor under Sections 5.3 and 5.6 of this Amendment.
- 8. State Property.** Any and all data, technical information, information systems and materials that the Contractor first creates specifically for the State pursuant to this Amendment, including, but not limited to, all software computer programs, source code, documentation and manuals, shall be deemed to be owned and remain owned by the State and shall be considered State Property for all purposes of the Agreement, as amended. For clarity, and consistent with Ownership as set forth on page 8 of the Contract, the State grants the Contractor a world-wide, exclusive, perpetual, royalty

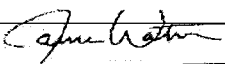
free, fully paid-up license to use, reproduce, publish, create derivative works of, sublicense, and resell the State Property that Contractor creates pursuant to this Agreement, as amended.

9. **Effect of Amendment.** Except as stated in Section 2 entitled "Effect of Agreement and Prior Amendments", this Amendment supersedes all prior agreements related to the subject matter set forth herein. All prior discussions, negotiations and agreements are merged and integrated into this Amendment and are treated as though they never existed.
- 

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Amendment as of the 1<sup>st</sup> day of June 2020 (the "Effective Date").

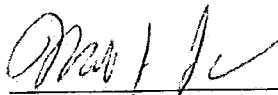
PERSPECTA STATE & LOCAL INC.

Signature: 

Printed Name: James Watson

Date: 6/2/2020

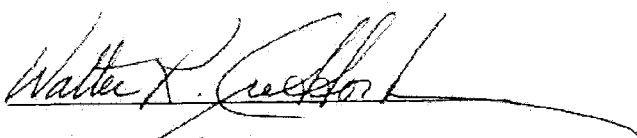
STATE of RHODE ISLAND AND PROVIDENCE PLANTATIONS, by and through its DEPARTMENT OF REVENUE

Signature: 

Printed Name: Mark A. Furcolo

Date: June 3, 2020

STATE of RHODE ISLAND DIVISION OF MOTOR VEHICLES

Signature: 

Printed Name: Walter R. CRADDOCK

Date: 6/3/2020



**Amendment 9**

**Appendix A**

**STATEMENT OF WORK**  
**FOR RIMS APPLICATION ENHANCEMENT AND MAINTENANCE SERVICES**

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**1. SUMMARY**

This Statement of Work ("SOW") is for Contractor staffing resources to provide continued assistance to the State at its Division of Motor Vehicles with application enhancement and maintenance support services to the Rhode Island Motor Vehicles System ("RIMS").

**2. CONTRACTOR RESPONSIBILITIES**

**2.1. Application Enhancement and Maintenance Support Services**

Application Enhancements shall mean State prioritized and directed changes or upgrades to the RIMS solution that increases software capabilities beyond the original specifications. Maintenance Support provided by Contractor shall mean State prioritized and directed routine applications, operational support and minor modifications of RIMS to correct faults and support operational needs. Contractor's services may include, if directed by the State, the functional validation and testing of software developed by Contractor pursuant to this Amendment. The State retains sole discretion on how best to direct the Application Enhancements and Maintenance Support services provided by Contractor.

**2.2. Staffing Resources**

Pursuant to this Amendment, Contractor will retain a team of twelve and a quarter (12.25) personnel through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1 of the Ninth Amendment), according to the following schedule, who will be dedicated to the State on a full-time basis, except for the Account Manager who will be dedicated to the State as set forth below, to provide application enhancements and maintenance support for RIMS at the direction of the State. These resources will consist of:

Perspecta Team Member	Job Description / Title	Job Level	FTE	Monthly Price Year 1	Monthly Price Year 2	Monthly Price Year 3	Monthly Price Year 4-Option Year
Saad Bashir	Account Manager	5	0.25				
Himanshu Bhagat	Lead Analyst	4	1				
Bhim Rathor	Developer	4	1				
Anil Tiwari	Developer	4	1				
Atul Trikha	Developer	4	1				
Sai Gangu	Developer	4	1				
Pradeep Reddy	Developer	4	1	\$ 230,473.81	\$235,659.47	\$ 240,961.81	\$246,383.45
Jeevan Anjna	Developer	4	1				
Sreenivasa Adatakhula	Business Analyst	4	1				
Venkat Gantannagari	ITO Consultant	4	1				
Sreedhar Medikonda	ITO Consultant	3	1				
Swetha Badapalli	Tester	4	1				
Tanzina Tarranum	Tester	4	1				
<b>Total FTE</b>			<b>12.25</b>				

The Account Manager and Lead Business Analyst will be the State's primary point of contact. The executive committee shall include the following members from the State of Rhode Island: the Department of Revenue Director, the Division of Motor Vehicles Administrator, the Chief Information Officer, and the DMV Technology Lead. The executive committee shall include the following members from the Contractor: the Account Manager, the Lead Analyst, the Regional Account Executive, and the Vice President for State and Local Government.

**2.2.1. Additional Personnel.** In addition to the resources named in Section 2.2, the State, through use of the Work Order Request Form attached hereto as Appendix WO, may retain the following Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services throughout the term of the Agreement: Project Manager I, Project Manager II, Project Manager III, Project Manager IV, Project Manager V, Developer I, Developer II, Developer III, Developer IV, Developer V, Tester I, Tester II, Tester III, Tester IV, Tester V, Business Analyst I, Business Analyst II, Business Analyst III, Business Analyst IV, Business Analyst V, ITO Consultant I, ITO Consultant II, ITO Consultant III, ITO Consultant IV, ITO Consultant V. The State may release any personnel retained pursuant to this subsection at any time prior to the expiration of this Agreement by providing Contractor with 30 days written notice prior to such release being effective.

### 2.3. Location

Contractor personnel may work from off-site locations at Contractor's discretion. This off-site work may take place from any of Contractor's offices or from the home offices of the Contractor resources. Contractor will make best efforts to retain the Lead Analyst and one other professional in Rhode Island.

### 2.4. Hours

Contractor personnel will work eight-hour days, generally worked between the hours of 8AM – 12PM and 1PM – 5PM, Mon – Fri (excluding weekends, public holidays, vacation and sick days).

### **3. STATE RESPONSIBILITIES**

#### **3.1. State Product Owner**

The State shall provide a State Product Owner who will direct, prioritize, and define the work efforts. The State Product Owner, or another designate by the State Product Owner, will provide timely sign-off on deliverable, to the extent any such sign-off is required as an operational activity.

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#### **3.2. Oversight**

The State shall solely determine whether to act or refrain from acting on any recommendations made by Contractor and shall be responsible for determining whether any services provided by Contractor will (i) comply with all laws and regulations applicable to State; and (ii) comply with State's applicable internal guidelines and any other agreements it has with third parties.

#### **3.3. Facilities**

The State shall provide work space in Rhode Island for the Contractor team. Such work space will include desks, chairs, and telephones, local network printers, and access to high-speed Internet.

#### **3.4. Resources**

The State will facilitate access to, and schedule relevant executives and subject matter experts to support the desired services.

### **4. EXCLUSIONS FROM SCOPE OF SERVICES**

#### **4.1. Automated Regression Testing and Performance Testing**

Automated Regression Testing and Performance Testing are out of scope for this Agreement. Automated Regression Testing, which is out of scope for this Agreement, means automated testing of existing software to validate that changes to software have not impacted any existing functionality. Performance Testing, which is out of scope for this Agreement, means validating system performance under actual or simulated load and includes testing such as load testing, stress testing, and endurance testing.

Appendix WO  
Work Order Request Form

Request Date: \_\_\_\_\_

1. Pursuant to Section 5.6 of the Ninth Amendment and Section 2.2.1 of Appendix A to the Ninth Amendment, the State herein seeks to retain the resources identified in Section 2, below, to perform Application Enhancement and Maintenance Support Services.

2. Resources Sought to be Retained by State:

Job Description	Name (if known to State)	Start Date	End Date	Hours/Week

Requested By: \_\_\_\_\_ (State PM)

3. Contractor Personnel Offered:

Job Description	Name

APPROVED BY:

\_\_\_\_\_

State Project Manager

\_\_\_\_\_

Contractor Project Manager

\_\_\_\_\_

State CFO (Department of Revenue)

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Annual Labor	2,765,685.72	2,827,913.64	2,891,541.71	8,485,141.07
ALM Software	67,600.00	67,600.00	67,600.00	202,800.00
Agile Manager Software	13,900.00	13,900.00	13,900.00	41,700.00
UFT Software	13,900.00	13,900.00	13,900.00	41,700.00
Travel	16,588.00	17,086.00	17,598.00	51,272.00
<b>Total</b>	<b>2,877,673.72</b>	<b>2,940,399.64</b>	<b>3,004,539.71</b>	<b>8,822,613.07</b>
		<b>Total 9th Amendment</b>		<b>8,822,613.07</b>
		Current Control Value		15,464,440.00
		New Control Value		24,287,053.07

## **ITEM 5**



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

Standard Purchase Order  
 3679797, 0

<b>V E N D O R</b>	<b>ENTERPRISE SERVICES STATE AND LOCAL INC</b> <b>5400 LEGACY DRIVE</b> <b>PLANO, TX 75024</b> <b>United States</b>
--	--

Purchase Order Number	<b>3679797</b>
Revision Number	<b>0</b>
Reference Contract Number	<b>3521135</b>
PO Date	<b>11-JUN-2020</b>
Approved PO Date	<b>11-JUN-2020</b>
Buyer	- - <b>Autocreate,</b> *

<b>S H I P  T O</b>	<b>DOR-DT MOTOR VEHICLES, PAWTUCKET</b> <b>600 NEW LONDON AVENUE</b> <b>CRANSTON, RI 02920-3024</b> <b>United States</b>
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Type of Requisition	
Requisition Number	<b>1660803</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Vendor Number	<b>29361</b>
Requester Name	<b>Badway, Kristin M</b>
Work Telephone	<b>401-574-9901</b>

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 General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

**PO DESCRIPTION: DMV- RIMS MAINTENANCE- APRIL INV#0000430036**

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
<b>1</b>		<b>DMV-RIMS- APPLICATION ENHANCEMENTS &amp; MAINTENANCE-</b>	<b>261361.08</b>	<b>Each</b>	<b>1</b>	<b>261,361.08</b>
CHANGE ORDER TO PO# 3521135  INCREASE CONTROL VALUE: CONTROL VALUE: \$11,552,080.11 INCREASE CONTROL VALUE: \$ 2,262,200.00 REVISED CONTROL VALUE: \$ 13,814,280.11						

**INVOICE TO**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  
[http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative\\_09-01-2020.pdf](http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf)

**REGISTRATION REQUIREMENTS**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  
<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

<b>STATE PURCHASING AGENT</b>   Nancy R. McIntyre
--

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
		INCREASE CONTROL VALUE:			\$ 1,013,200.00	
		REVISED CONTROL VALUE:			\$ 14,827,480.11	
		INCREASE CONTROL VALUE:			\$ 195,359.89	
		REVISED CONTROL VALUE:			\$ 15,022,840.00	
		INCREASE CONTROL VALUE:			\$ 441,600.00	
		REVISED CONTROL VALUE:			\$ 15,464,440.00	
		INCREASE CONTROL VALUE:			\$ 8,822,613.07	
		REVISED CONTROL VALUE:			\$ 24,287,053.07	
		CHANGE TO DATE:				
		FROM: 06/23/2017 - 06/30/2020				
		TO: 06/23/2017 - 06/30/2023				
		INCREASE REFLECTS NEW CONTRACT WITH VENDOR. SEE ATTACHED NINTH AMENDMENT DOCUMENT 6/03/2020				
		AGENCY CONTACT:				
		KRISTIN BADWAY				
		401-574-9001				
		Reference Documents: 3521135 ATTACH.pdf				
						<b>Total: 261,361.08 (USD)</b>

<b>INVOICE TO</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a></p>
<b>REGISTRATION REQUIREMENTS</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a></p>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre



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**NINTH AMENDMENT TO AGREEMENT**

**Between the**

**State of Rhode Island and Providence Plantations, by and through its  
Department of Revenue, Division of Motor Vehicles**

**And**

**Perspecta State & Local Inc.  
(Formerly Known As Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc.  
and Enterprise Services State & Local Inc.)**

**For the Purpose of Providing a New DMV Motor Vehicle Licensing System**

**7002869**

**Contract Identification Code**

The State of Rhode Island and Providence Plantations, by and through its Department of Revenue, Division of Motor Vehicles (collectively, the "State") and Perspecta State & Local Inc., formerly known as Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc. and Enterprise Services State & Local Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Ninth (9<sup>th</sup>) Amendment (the "Amendment") to the agreement between the State and Contractor relating to the implementation of a new DMV Motor Vehicle Licensing System, Contract Identification Code #7002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for the consent to voluntarily enter into this Amendment to the Agreement on the following terms:

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2. **Effect of Agreement and Prior Amendments.** Unless explicitly amended in this Amendment, all terms and conditions as set forth in the Agreement and any amendments thereto shall remain in effect.
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4. **Named Personnel.** With regard to each position and the named personnel in Section 2.2 of the Statement of Work attached as Appendix A, Contractor may not transfer or re-assign such personnel until a suitable replacement has been introduced to and approved by the State, such consent not to be unreasonably withheld. If any of the personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.
5. **Charges.** The services will be provided on a fixed-price basis for the number of personnel as set forth in the Statement of Work attached as Appendix A. The charges are summarized in the following table:

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\* Software Price is an estimate. Actual price will be based on approved quote.

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- 5.1.1. Application Enhancement and Maintenance Support Services Year 1: \$2,765,685.72 to be paid in monthly increments of \$230,473.81 beginning in July 2020
- 5.1.2. Application Enhancement and Maintenance Support Services Year 2: \$2,827,913.64 to be paid in monthly increments of \$235,659.47 beginning in July 2021
- 5.1.3. Application Enhancement and Maintenance Support Services Year 3: \$2,891,541.71 to be paid in monthly increments of \$240,961.81 beginning in July 2022
- 5.1.4. Application Enhancement and Maintenance Support Services Year 4-Option Year: \$2,956,601.39 to be paid in monthly increments of \$246,383.45 beginning in July 2023

**5.2. Credits for Named Personnel.** If a Named Personnel, listed in Section 2.2 of the Statement of Work attached as Appendix A, is no longer on the project, per Section 4 of this Amendment, Contractor will adjust the monthly invoice downward on a pro-rata basis in accordance with the Named Personnel job description and level and hourly rate in Section 5.6.1 of this Amendment for the period in which the position remains open.

**5.3. Hours and Additional Charges for Account Manager.** One Full Time Equivalent (FTE) for the Contractor Account Manager is based on 40 hours per week and 160 hours per month. If the State requires the Contractor Account Manager to work beyond the FTE allocation listed in Section 2.2 of the Statement of Work attached as Appendix A, Contractor and the State will mutually agree in advance on any additional charges for these additional hours.

**5.4. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.5. Hardware and Software.** Application Lifecycle Management ("ALM"), Agile Manager, and UFT Software are not included with this Amendment. Should the State desire Contractor to provide ALM, Agile Manager, and/or UFT Software, Contractor will provide the State with a quote for such software. If the State approves the quote and directs Contractor to procure such

software, then the State agrees to pay for the software in accordance with the terms contained on the quote. Contractor will provide ALM, Agile Manager, and UFT Software with no mark-up to the State. The State's use of ALM, Agile Manager, and UFT Software will be subject to the terms and conditions contained with such materials as determined by the software manufacturer. The above-quoted prices are estimates only.

**5.6. Additional Personnel Labor Price and Travel Expenses.** If the State, pursuant to the Work Order Request Form attached hereto as Appendix WO, exercises the ability to retain additional Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services, as set forth in Section 2.2.1 of Appendix A, the State shall pay the following charges which shall be in addition to the charges described in Sections 5.1 and 5.4.

**5.6.1. Labor Price.** The State will pay the Contractor monthly for the actual hours worked by such personnel retained pursuant to Section 5.6; however, said individuals will not work more than forty (40) hours a week without written approval of the State. The associated hourly rate(s) for such retained personnel shall be based on the Contractor employees Job Description in the table below.

Job Description	Hourly Rate Year 1
Project Manager I	\$52.32
Project Manager II	\$69.24
Project Manager III	\$93.22
Project Manager IV	\$114.40
Project Manager V	\$146.73
Developer I	\$52.32
Developer II	\$69.24
Developer III	\$93.22
Developer IV	\$114.40
Developer V	\$146.73
Tester I	\$52.32
Tester II	\$69.24
Tester III	\$93.22

Job Description	Hourly Rate Year 1
Tester IV	\$114.40
Tester V	\$146.73
Business Analyst I	\$52.32
Business Analyst II	\$69.24
Business Analyst III	\$93.22
Business Analyst IV	\$114.40
Business Analyst V	\$146.73
ITO Consultant I	\$52.32
ITO Consultant II	\$69.24
ITO Consultant III	\$93.22
ITO Consultant IV	\$114.40
ITO Consultant V	\$146.73

The table above is for the Contractor's employees and does not represent rates for third-party contractors. Rates for third-party contractors will be mutually agreed to by the parties in the Work Order Request Form attached hereto as Appendix WO.

Hourly rates in the table above and for third-party contractors will increase annually on July 1 by 2.25%.

**5.6.2. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.6.3.** Consistent with Section 4, with regard to each resource sought to be retained, the State shall have the right to interview and approve each candidate, such approval not to be unreasonably withheld, and, if thereafter any retained personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall utilize commercially reasonable efforts to promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.

- 6. Warranty.** Application Enhancements completed on or before December 31, 2022 (or on or before December 31, 2023 if the State exercises its option to extend pursuant to Section 1), and, notwithstanding Section 6 of the Seventh Amendment, Application Enhancements provided between January 1, 2020 and June 30, 2020, will be warranted for six months, through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1). During this period, Contractor will resolve any Severity 1 and Severity 2 defects (severity levels as defined in Section 6.10 of Appendix A to the Fifth Amendment) that are identified by utilizing the Staffing Resources set forth in Appendix A. All Application Enhancements provided after December 31, 2022 (or after December 31, 2023 if the State exercises its option to extend pursuant to Section 1) will be provided on an AS-IS/WHERE-IS basis, though the State will have the discretion to utilize the bandwidth of the Staffing Resources to remediate identified defects during the term. All of Contractor's obligations for warranty obligations will cease as of June 30, 2023 (or as of June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
- 7. Limitation of Liability.** For all Application Enhancement and Maintenance Support Services provided pursuant to this Amendment, the limitation of liability as set forth on page 8 of the Contract or elsewhere in the Agreement shall be limited to the total amount payable to Contractor under this Amendment. For clarity, except for matters of personal injury, property damage, intellectual property infringement, and, except as provided for and/or prohibited under Rhode Island law, Contractor's liability to the State for damages attributable to Contractor's acts or omissions under the Amendment will be limited to \$8,485,141.07 (or \$11,441,742.26 if the State exercises its option to extend pursuant to Section 1) plus the total amount payable to Contractor under Sections 5.3 and 5.6 of this Amendment.
- 8. State Property.** Any and all data, technical information, information systems and materials that the Contractor first creates specifically for the State pursuant to this Amendment, including, but not limited to, all software computer programs, source code, documentation and manuals, shall be deemed to be owned and remain owned by the State and shall be considered State Property for all purposes of the Agreement, as amended. For clarity, and consistent with Ownership as set forth on page 8 of the Contract, the State grants the Contractor a world-wide, exclusive, perpetual, royalty

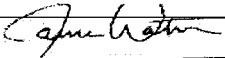
free, fully paid-up license to use, reproduce, publish, create derivative works of, sublicense, and resell the State Property that Contractor creates pursuant to this Agreement, as amended.

9. **Effect of Amendment.** Except as stated in Section 2 entitled "Effect of Agreement and Prior Amendments", this Amendment supersedes all prior agreements related to the subject matter set forth herein. All prior discussions, negotiations and agreements are merged and integrated into this Amendment and are treated as though they never existed.
- 

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Amendment as of the 1<sup>st</sup> day of June 2020 (the "Effective Date").

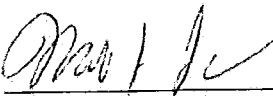
PERSPECTA STATE & LOCAL INC.

Signature: 

Printed Name: James Watson

Date: 6/2/2020

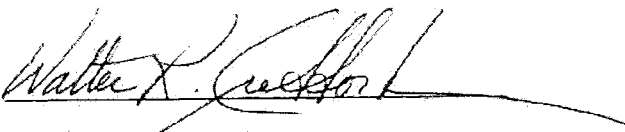
STATE of RHODE ISLAND AND PROVIDENCE PLANTATIONS, by and through its DEPARTMENT OF REVENUE

Signature: 

Printed Name: Mark A. Furcolo

Date: June 3, 2020

STATE of RHODE ISLAND DIVISION OF MOTOR VEHICLES

Signature: 

Printed Name: Walter R. CRADDOCK

Date: 6/3/2020

**Amendment 9**

**Appendix A**

**STATEMENT OF WORK**  
**FOR RIMS APPLICATION ENHANCEMENT AND MAINTENANCE SERVICES**

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**1. SUMMARY**

This Statement of Work ("SOW") is for Contractor staffing resources to provide continued assistance to the State at its Division of Motor Vehicles with application enhancement and maintenance support services to the Rhode Island Motor Vehicles System ("RIMS").

**2. CONTRACTOR RESPONSIBILITIES**

**2.1. Application Enhancement and Maintenance Support Services**

Application Enhancements shall mean State prioritized and directed changes or upgrades to the RIMS solution that increases software capabilities beyond the original specifications. Maintenance Support provided by Contractor shall mean State prioritized and directed routine applications, operational support and minor modifications of RIMS to correct faults and support operational needs. Contractor's services may include, if directed by the State, the functional validation and testing of software developed by Contractor pursuant to this Amendment. The State retains sole discretion on how best to direct the Application Enhancements and Maintenance Support services provided by Contractor.

**2.2. Staffing Resources**

Pursuant to this Amendment, Contractor will retain a team of twelve and a quarter (12.25) personnel through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1 of the Ninth Amendment), according to the following schedule, who will be dedicated to the State on a full-time basis, except for the Account Manager who will be dedicated to the State as set forth below, to provide application enhancements and maintenance support for RIMS at the direction of the State. These resources will consist of:



Perspecta Team Member	Job Description / Title	Job Level	FTE	Monthly Price Year 1	Monthly Price Year 2	Monthly Price Year 3	Monthly Price Year 4-Option Year
Saad Bashir	Account Manager	5	0.25				
Himanshu Bhagat	Lead Analyst	4	1				
Bhim Rathor	Developer	4	1				
Anil Tiwari	Developer	4	1				
Atul Trikha	Developer	4	1				
Sai Gangu	Developer	4	1				
Pradeep Reddy	Developer	4	1	\$ 230,473.81	\$235,659.47	\$ 240,961.81	\$246,383.45
Jeevan Anjna	Developer	4	1				
Sreenivasa Adatakhula	Business Analyst	4	1				
Venkat Gantannagari	ITO Consultant	4	1				
Sreedhar Medikonda	ITO Consultant	3	1				
Swetha Badapalli	Tester	4	1				
Tanzina Tarranum	Tester	4	1				
<b>Total FTE</b>			<b>12.25</b>				

The Account Manager and Lead Business Analyst will be the State's primary point of contact. The executive committee shall include the following members from the State of Rhode Island: the Department of Revenue Director, the Division of Motor Vehicles Administrator, the Chief Information Officer, and the DMV Technology Lead. The executive committee shall include the following members from the Contractor: the Account Manager, the Lead Analyst, the Regional Account Executive, and the Vice President for State and Local Government.

**2.2.1. Additional Personnel.** In addition to the resources named in Section 2.2, the State, through use of the Work Order Request Form attached hereto as Appendix WO, may retain the following Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services throughout the term of the Agreement: Project Manager I, Project Manager II, Project Manager III, Project Manager IV, Project Manager V, Developer I, Developer II, Developer III, Developer IV, Developer V, Tester I, Tester II, Tester III, Tester IV, Tester V, Business Analyst I, Business Analyst II, Business Analyst III, Business Analyst IV, Business Analyst V, ITO Consultant I, ITO Consultant II, ITO Consultant III, ITO Consultant IV, ITO Consultant V. The State may release any personnel retained pursuant to this subsection at any time prior to the expiration of this Agreement by providing Contractor with 30 days written notice prior to such release being effective.

### 2.3. Location

Contractor personnel may work from off-site locations at Contractor's discretion. This off-site work may take place from any of Contractor's offices or from the home offices of the Contractor resources. Contractor will make best efforts to retain the Lead Analyst and one other professional in Rhode Island.

### 2.4. Hours

Contractor personnel will work eight-hour days, generally worked between the hours of 8AM – 12PM and 1PM – 5PM, Mon – Fri (excluding weekends, public holidays, vacation and sick days).

### **3. STATE RESPONSIBILITIES**

#### **3.1. State Product Owner**

The State shall provide a State Product Owner who will direct, prioritize, and define the work efforts. The State Product Owner, or another designate by the State Product Owner, will provide timely sign-off on deliverable, to the extent any such sign-off is required as an operational activity.

#### **3.2. Oversight**

The State shall solely determine whether to act or refrain from acting on any recommendations made by Contractor and shall be responsible for determining whether any services provided by Contractor will (i) comply with all laws and regulations applicable to State; and (ii) comply with State's applicable internal guidelines and any other agreements it has with third parties.

#### **3.3. Facilities**

The State shall provide work space in Rhode Island for the Contractor team. Such work space will include desks, chairs, and telephones, local network printers, and access to high-speed Internet.

#### **3.4. Resources**

The State will facilitate access to, and schedule relevant executives and subject matter experts to support the desired services.

### **4. EXCLUSIONS FROM SCOPE OF SERVICES**

#### **4.1. Automated Regression Testing and Performance Testing**

Automated Regression Testing and Performance Testing are out of scope for this Agreement. Automated Regression Testing, which is out of scope for this Agreement, means automated testing of existing software to validate that changes to software have not impacted any existing functionality. Performance Testing, which is out of scope for this Agreement, means validating system performance under actual or simulated load and includes testing such as load testing, stress testing, and endurance testing.

Appendix WO  
Work Order Request Form

Request Date: \_\_\_\_\_

1. Pursuant to Section 5.6 of the Ninth Amendment and Section 2.2.1 of Appendix A to the Ninth Amendment, the State herein seeks to retain the resources identified in Section 2, below, to perform Application Enhancement and Maintenance Support Services.

2. Resources Sought to be Retained by State:

Job Description	Name (if known to State)	Start Date	End Date	Hours/Week

Requested By: \_\_\_\_\_ (State PM)

3. Contractor Personnel Offered:

Job Description	Name

APPROVED BY:

\_\_\_\_\_

State Project Manager

\_\_\_\_\_

Contractor Project Manager

\_\_\_\_\_

State CFO (Department of Revenue)

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Annual Labor	2,765,685.72	2,827,913.64	2,891,541.71	8,485,141.07
ALM Software	67,600.00	67,600.00	67,600.00	202,800.00
Agile Manager Software	13,900.00	13,900.00	13,900.00	41,700.00
UFT Software	13,900.00	13,900.00	13,900.00	41,700.00
Travel	16,588.00	17,086.00	17,598.00	51,272.00
<b>Total</b>	<b>2,877,673.72</b>	<b>2,940,399.64</b>	<b>3,004,539.71</b>	<b>8,822,613.07</b>
		<b>Total 9th Amendment</b>		<b>8,822,613.07</b>
		Current Control Value		15,464,440.00
		New Control Value		24,287,053.07

## **ITEM 6**



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

Standard Purchase Order  
 3664432, 0

<b>V E N D O R</b>	<b>ENTERPRISE SERVICES STATE AND LOCAL INC</b> <b>5400 LEGACY DRIVE</b> <b>PLANO, TX 75024</b> <b>United States</b>
--	--

Purchase Order Number	<b>3664432</b>
Revision Number	<b>0</b>
Reference Contract Number	<b>3521135</b>
PO Date	<b>28-JAN-2020</b>
Approved PO Date	<b>28-JAN-2020</b>
Buyer	- - <b>Autocreate,</b> *

<b>S H I P  T O</b>	<b>DOR-DT MOTOR VEHICLES, PAWTUCKET</b> <b>600 NEW LONDON AVENUE</b> <b>CRANSTON, RI 02920-3024</b> <b>United States</b>
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Type of Requisition	
Requisition Number	<b>1646145</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Vendor Number	<b>29361</b>
Requester Name	<b>Badway, Kristin M</b>
Work Telephone	<b>401-574-9901</b>

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 General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

**PO DESCRIPTION: DMV- RIMS MAINTENANCE -NOVEMBER INVOICE 6501557**

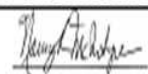
Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
<b>1</b>		<b>DMV-RIMS- APPLICATION ENHANCEMENTS &amp; MAINTENANCE-</b>	<b>251032.95</b>	<b>Each</b>	<b>1</b>	<b>251,032.95</b>
CHANGE ORDER TO PO# 3521135  INCREASE CONTROL VALUE: CONTROL VALUE: \$11,552,080.11 INCREASE CONTROL VALUE: \$ 2,262,200.00 REVISED CONTROL VALUE: \$ 13,814,280.11						

<b>INVOICE TO</b>
<b>IMMEDIATE VENDOR ACTION REQUIRED:</b> Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a>
<b>REGISTRATION REQUIREMENTS</b>
<b>IMMEDIATE VENDOR ACTION REQUIRED:</b> ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
		INCREASE CONTROL VALUE:			\$ 1,013,200.00	
		REVISED CONTROL VALUE:			\$ 14,827,480.11	
		INCREASE CONTROL VALUE:			\$ 195,359.89	
		REVISED CONTROL VALUE:			\$ 15,022,840.00	
		INCREASE CONTROL VALUE:			\$ 441,600.00	
		REVISED CONTROL VALUE:			\$ 15,464,440.00	
		INCREASE CONTROL VALUE:			\$ 8,822,613.07	
		REVISED CONTROL VALUE:			\$ 24,287,053.07	
		CHANGE TO DATE:				
		FROM: 06/23/2017 - 06/30/2020				
		TO: 06/23/2017 - 06/30/2023				
		INCREASE REFLECTS NEW CONTRACT WITH VENDOR. SEE ATTACHED NINTH AMENDMENT DOCUMENT 6/03/2020				
		AGENCY CONTACT:				
		KRISTIN BADWAY				
		401-574-9001				
		Reference Documents: 3521135 ATTACH.pdf				
						<b>Total: 251,032.95 (USD)</b>

<b>INVOICE TO</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a></p>
<b>REGISTRATION REQUIREMENTS</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                  ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a></p>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

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**NINTH AMENDMENT TO AGREEMENT**

**Between the**

**State of Rhode Island and Providence Plantations, by and through its  
Department of Revenue, Division of Motor Vehicles**

**And**

**Perspecta State & Local Inc.  
(Formerly Known As Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc.  
and Enterprise Services State & Local Inc.)**

**For the Purpose of Providing a New DMV Motor Vehicle Licensing System**

**7002869**

**Contract Identification Code**



The State of Rhode Island and Providence Plantations, by and through its Department of Revenue, Division of Motor Vehicles (collectively, the "State") and Perspecta State & Local Inc., formerly known as Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc. and Enterprise Services State & Local Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Ninth (9<sup>th</sup>) Amendment (the "Amendment") to the agreement between the State and Contractor relating to the implementation of a new DMV Motor Vehicle Licensing System, Contract Identification Code #7002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for the consent to voluntarily enter into this Amendment to the Agreement on the following terms:

1. **Term of Agreement.** The term of the Agreement is hereby extended until June 30, 2023. The State, in its sole discretion, may further extend the term for an additional one (1) year until June 30, 2024 by providing written notice to Contractor by March 31, 2023, provided that any such extension shall require formal approval by the Rhode Island Division of Purchases through the issuance of a change order.
2. **Effect of Agreement and Prior Amendments.** Unless explicitly amended in this Amendment, all terms and conditions as set forth in the Agreement and any amendments thereto shall remain in effect.
3. **Application Enhancement and Maintenance Support Services.** Contractor will provide Application Enhancement and Maintenance Support Services as set forth in the Statement of Work attached as Appendix A. This Amendment, including Appendix A, governs Contractor's provision of the Application Enhancement and Maintenance Support Services from July 1, 2020 through June 30, 2023 (or from July 1, 2020 through June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
4. **Named Personnel.** With regard to each position and the named personnel in Section 2.2 of the Statement of Work attached as Appendix A, Contractor may not transfer or re-assign such personnel until a suitable replacement has been introduced to and approved by the State, such consent not to be unreasonably withheld. If any of the personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.
5. **Charges.** The services will be provided on a fixed-price basis for the number of personnel as set forth in the Statement of Work attached as Appendix A. The charges are summarized in the following table:

Price Type	Year 1	Year 2	Year 3	Year 4 Option Year
Labor Annual Price	\$ 2,765,685.72	\$ 2,827,913.64	\$ 2,891,541.71	\$ 2,956,601.39
Labor Monthly Price	\$ 230,473.81	\$ 235,659.47	\$ 240,961.81	\$ 246,383.45
ALM Software Price *	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00
Agile Manager Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00
UFT Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00

\* Software Price is an estimate. Actual price will be based on approved quote.

**5.1. Labor Price.** The State will pay the Labor Price according to the following schedule.

- 5.1.1. Application Enhancement and Maintenance Support Services Year 1: \$2,765,685.72 to be paid in monthly increments of \$230,473.81 beginning in July 2020
- 5.1.2. Application Enhancement and Maintenance Support Services Year 2: \$2,827,913.64 to be paid in monthly increments of \$235,659.47 beginning in July 2021
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**5.2. Credits for Named Personnel.** If a Named Personnel, listed in Section 2.2 of the Statement of Work attached as Appendix A, is no longer on the project, per Section 4 of this Amendment, Contractor will adjust the monthly invoice downward on a pro-rata basis in accordance with the Named Personnel job description and level and hourly rate in Section 5.6.1 of this Amendment for the period in which the position remains open.

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**5.4. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.5. Hardware and Software.** Application Lifecycle Management ("ALM"), Agile Manager, and UFT Software are not included with this Amendment. Should the State desire Contractor to provide ALM, Agile Manager, and/or UFT Software, Contractor will provide the State with a quote for such software. If the State approves the quote and directs Contractor to procure such

software, then the State agrees to pay for the software in accordance with the terms contained on the quote. Contractor will provide ALM, Agile Manager, and UFT Software with no mark-up to the State. The State's use of ALM, Agile Manager, and UFT Software will be subject to the terms and conditions contained with such materials as determined by the software manufacturer. The above-quoted prices are estimates only.

**5.6. Additional Personnel Labor Price and Travel Expenses.** If the State, pursuant to the Work Order Request Form attached hereto as Appendix WO, exercises the ability to retain additional Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services, as set forth in Section 2.2.1 of Appendix A, the State shall pay the following charges which shall be in addition to the charges described in Sections 5.1 and 5.4.

**5.6.1. Labor Price.** The State will pay the Contractor monthly for the actual hours worked by such personnel retained pursuant to Section 5.6; however, said individuals will not work more than forty (40) hours a week without written approval of the State. The associated hourly rate(s) for such retained personnel shall be based on the Contractor employees Job Description in the table below.

Job Description	Hourly Rate Year 1
Project Manager I	\$52.32
Project Manager II	\$69.24
Project Manager III	\$93.22
Project Manager IV	\$114.40
Project Manager V	\$146.73
Developer I	\$52.32
Developer II	\$69.24
Developer III	\$93.22
Developer IV	\$114.40
Developer V	\$146.73
Tester I	\$52.32
Tester II	\$69.24
Tester III	\$93.22

Job Description	Hourly Rate Year 1
Tester IV	\$114.40
Tester V	\$146.73
Business Analyst I	\$52.32
Business Analyst II	\$69.24
Business Analyst III	\$93.22
Business Analyst IV	\$114.40
Business Analyst V	\$146.73
ITO Consultant I	\$52.32
ITO Consultant II	\$69.24
ITO Consultant III	\$93.22
ITO Consultant IV	\$114.40
ITO Consultant V	\$146.73

The table above is for the Contractor's employees and does not represent rates for third-party contractors. Rates for third-party contractors will be mutually agreed to by the parties in the Work Order Request Form attached hereto as Appendix WO.

Hourly rates in the table above and for third-party contractors will increase annually on July 1 by 2.25%.

**5.6.2. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.6.3.** Consistent with Section 4, with regard to each resource sought to be retained, the State shall have the right to interview and approve each candidate, such approval not to be unreasonably withheld, and, if thereafter any retained personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall utilize commercially reasonable efforts to promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.

6. **Warranty.** Application Enhancements completed on or before December 31, 2022 (or on or before December 31, 2023 if the State exercises its option to extend pursuant to Section 1), and, notwithstanding Section 6 of the Seventh Amendment, Application Enhancements provided between January 1, 2020 and June 30, 2020, will be warranted for six months, through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1). During this period, Contractor will resolve any Severity 1 and Severity 2 defects (severity levels as defined in Section 6.10 of Appendix A to the Fifth Amendment) that are identified by utilizing the Staffing Resources set forth in Appendix A. All Application Enhancements provided after December 31, 2022 (or after December 31, 2023 if the State exercises its option to extend pursuant to Section 1) will be provided on an AS-IS/WHERE-IS basis, though the State will have the discretion to utilize the bandwidth of the Staffing Resources to remediate identified defects during the term. All of Contractor's obligations for warranty obligations will cease as of June 30, 2023 (or as of June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
7. **Limitation of Liability.** For all Application Enhancement and Maintenance Support Services provided pursuant to this Amendment, the limitation of liability as set forth on page 8 of the Contract or elsewhere in the Agreement shall be limited to the total amount payable to Contractor under this Amendment. For clarity, except for matters of personal injury, property damage, intellectual property infringement, and, except as provided for and/or prohibited under Rhode Island law, Contractor's liability to the State for damages attributable to Contractor's acts or omissions under the Amendment will be limited to \$8,485,141.07 (or \$11,441,742.26 if the State exercises its option to extend pursuant to Section 1) plus the total amount payable to Contractor under Sections 5.3 and 5.6 of this Amendment.
8. **State Property.** Any and all data, technical information, information systems and materials that the Contractor first creates specifically for the State pursuant to this Amendment, including, but not limited to, all software computer programs, source code, documentation and manuals, shall be deemed to be owned and remain owned by the State and shall be considered State Property for all purposes of the Agreement, as amended. For clarity, and consistent with Ownership as set forth on page 8 of the Contract, the State grants the Contractor a world-wide, exclusive, perpetual, royalty

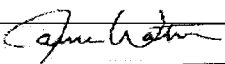
free, fully paid-up license to use, reproduce, publish, create derivative works of, sublicense, and resell the State Property that Contractor creates pursuant to this Agreement, as amended.

9. **Effect of Amendment.** Except as stated in Section 2 entitled "Effect of Agreement and Prior Amendments", this Amendment supersedes all prior agreements related to the subject matter set forth herein. All prior discussions, negotiations and agreements are merged and integrated into this Amendment and are treated as though they never existed.
- 

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Amendment as of the 1<sup>st</sup> day of June 2020 (the "Effective Date").

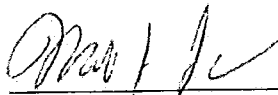
PERSPECTA STATE & LOCAL INC.

Signature: 

Printed Name: James Watson

Date: 6/2/2020

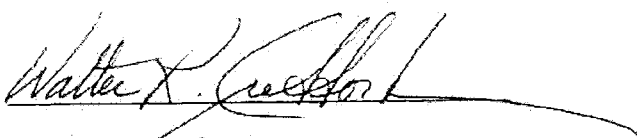
STATE of RHODE ISLAND AND PROVIDENCE PLANTATIONS, by and through its DEPARTMENT OF REVENUE

Signature: 

Printed Name: Mark A. Furcolo

Date: June 3, 2020

STATE of RHODE ISLAND DIVISION OF MOTOR VEHICLES

Signature: 

Printed Name: Walter R. CRADDOCK

Date: 6/3/2020

**Amendment 9**

**Appendix A**

**STATEMENT OF WORK**  
**FOR RIMS APPLICATION ENHANCEMENT AND MAINTENANCE SERVICES**

---

**1. SUMMARY**

This Statement of Work ("SOW") is for Contractor staffing resources to provide continued assistance to the State at its Division of Motor Vehicles with application enhancement and maintenance support services to the Rhode Island Motor Vehicles System ("RIMS").

**2. CONTRACTOR RESPONSIBILITIES**

**2.1. Application Enhancement and Maintenance Support Services**

Application Enhancements shall mean State prioritized and directed changes or upgrades to the RIMS solution that increases software capabilities beyond the original specifications. Maintenance Support provided by Contractor shall mean State prioritized and directed routine applications, operational support and minor modifications of RIMS to correct faults and support operational needs. Contractor's services may include, if directed by the State, the functional validation and testing of software developed by Contractor pursuant to this Amendment. The State retains sole discretion on how best to direct the Application Enhancements and Maintenance Support services provided by Contractor.

**2.2. Staffing Resources**

Pursuant to this Amendment, Contractor will retain a team of twelve and a quarter (12.25) personnel through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1 of the Ninth Amendment), according to the following schedule, who will be dedicated to the State on a full-time basis, except for the Account Manager who will be dedicated to the State as set forth below, to provide application enhancements and maintenance support for RIMS at the direction of the State. These resources will consist of:

Perspecta Team Member	Job Description / Title	Job Level	FTE	Monthly Price Year 1	Monthly Price Year 2	Monthly Price Year 3	Monthly Price Year 4-Option Year
Saad Bashir	Account Manager	5	0.25				
Himanshu Bhagat	Lead Analyst	4	1				
Bhim Rathor	Developer	4	1				
Anil Tiwari	Developer	4	1				
Atul Trikha	Developer	4	1				
Sai Gangu	Developer	4	1				
Pradeep Reddy	Developer	4	1	\$ 230,473.81	\$235,659.47	\$ 240,961.81	\$246,383.45
Jeevan Anjna	Developer	4	1				
Sreenivasa Adatakhula	Business Analyst	4	1				
Venkat Gantannagari	ITO Consultant	4	1				
Sreedhar Medikonda	ITO Consultant	3	1				
Swetha Badapalli	Tester	4	1				
Tanzina Tarranum	Tester	4	1				
<b>Total FTE</b>			<b>12.25</b>				

The Account Manager and Lead Business Analyst will be the State's primary point of contact. The executive committee shall include the following members from the State of Rhode Island: the Department of Revenue Director, the Division of Motor Vehicles Administrator, the Chief Information Officer, and the DMV Technology Lead. The executive committee shall include the following members from the Contractor: the Account Manager, the Lead Analyst, the Regional Account Executive, and the Vice President for State and Local Government.

**2.2.1. Additional Personnel.** In addition to the resources named in Section 2.2, the State, through use of the Work Order Request Form attached hereto as Appendix WO, may retain the following Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services throughout the term of the Agreement: Project Manager I, Project Manager II, Project Manager III, Project Manager IV, Project Manager V, Developer I, Developer II, Developer III, Developer IV, Developer V, Tester I, Tester II, Tester III, Tester IV, Tester V, Business Analyst I, Business Analyst II, Business Analyst III, Business Analyst IV, Business Analyst V, ITO Consultant I, ITO Consultant II, ITO Consultant III, ITO Consultant IV, ITO Consultant V. The State may release any personnel retained pursuant to this subsection at any time prior to the expiration of this Agreement by providing Contractor with 30 days written notice prior to such release being effective.

### 2.3. Location

Contractor personnel may work from off-site locations at Contractor's discretion. This off-site work may take place from any of Contractor's offices or from the home offices of the Contractor resources. Contractor will make best efforts to retain the Lead Analyst and one other professional in Rhode Island.

### 2.4. Hours

Contractor personnel will work eight-hour days, generally worked between the hours of 8AM – 12PM and 1PM – 5PM, Mon – Fri (excluding weekends, public holidays, vacation and sick days).



### **3. STATE RESPONSIBILITIES**

#### **3.1. State Product Owner**

The State shall provide a State Product Owner who will direct, prioritize, and define the work efforts. The State Product Owner, or another designate by the State Product Owner, will provide timely sign-off on deliverable, to the extent any such sign-off is required as an operational activity.

#### **3.2. Oversight**

The State shall solely determine whether to act or refrain from acting on any recommendations made by Contractor and shall be responsible for determining whether any services provided by Contractor will (i) comply with all laws and regulations applicable to State; and (ii) comply with State's applicable internal guidelines and any other agreements it has with third parties.

#### **3.3. Facilities**

The State shall provide work space in Rhode Island for the Contractor team. Such work space will include desks, chairs, and telephones, local network printers, and access to high-speed Internet.

#### **3.4. Resources**

The State will facilitate access to, and schedule relevant executives and subject matter experts to support the desired services.

### **4. EXCLUSIONS FROM SCOPE OF SERVICES**

#### **4.1. Automated Regression Testing and Performance Testing**

Automated Regression Testing and Performance Testing are out of scope for this Agreement. Automated Regression Testing, which is out of scope for this Agreement, means automated testing of existing software to validate that changes to software have not impacted any existing functionality. Performance Testing, which is out of scope for this Agreement, means validating system performance under actual or simulated load and includes testing such as load testing, stress testing, and endurance testing.

Appendix WO  
Work Order Request Form

Request Date: \_\_\_\_\_

1. Pursuant to Section 5.6 of the Ninth Amendment and Section 2.2.1 of Appendix A to the Ninth Amendment, the State herein seeks to retain the resources identified in Section 2, below, to perform Application Enhancement and Maintenance Support Services.

2. Resources Sought to be Retained by State:

Job Description	Name (if known to State)	Start Date	End Date	Hours/Week

Requested By: \_\_\_\_\_ (State PM)

3. Contractor Personnel Offered:

Job Description	Name

APPROVED BY:

\_\_\_\_\_

State Project Manager

\_\_\_\_\_

Contractor Project Manager

\_\_\_\_\_

State CFO (Department of Revenue)

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Annual Labor	2,765,685.72	2,827,913.64	2,891,541.71	8,485,141.07
ALM Software	67,600.00	67,600.00	67,600.00	202,800.00
Agile Manager Software	13,900.00	13,900.00	13,900.00	41,700.00
UFT Software	13,900.00	13,900.00	13,900.00	41,700.00
Travel	16,588.00	17,086.00	17,598.00	51,272.00
<b>Total</b>	<b>2,877,673.72</b>	<b>2,940,399.64</b>	<b>3,004,539.71</b>	<b>8,822,613.07</b>
		<b>Total 9th Amendment</b>		<b>8,822,613.07</b>
		Current Control Value		15,464,440.00
		New Control Value		24,287,053.07

## **ITEM 7**



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

Standard Purchase Order  
 3670929, 0

<b>V E N D O R</b>	<b>ENTERPRISE SERVICES STATE AND LOCAL INC</b> <b>5400 LEGACY DRIVE</b> <b>PLANO, TX 75024</b> <b>United States</b>
--	--

Purchase Order Number	<b>3670929</b>
Revision Number	<b>0</b>
Reference Contract Number	<b>3521135</b>
PO Date	<b>11-MAR-2020</b>
Approved PO Date	<b>11-MAR-2020</b>
Buyer	- - <b>Autocreate,</b> *

<b>S H I P  T O</b>	<b>DOR-DT MOTOR VEHICLES, PAWTUCKET</b> <b>600 NEW LONDON AVENUE</b> <b>CRANSTON, RI 02920-3024</b> <b>United States</b>
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Type of Requisition	
Requisition Number	<b>1650969</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Vendor Number	<b>29361</b>
Requester Name	<b>Badway, Kristin M</b>
Work Telephone	<b>401-574-9901</b>

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 General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

**PO DESCRIPTION: DMV- RIMS MAINTENANCE -JANUARY INVOICE 6501619**

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
<b>1</b>		<b>DMV-RIMS- APPLICATION ENHANCEMENTS &amp; MAINTENANCE-</b>	<b>262646.56</b>	<b>Each</b>	<b>1</b>	<b>262,646.56</b>
CHANGE ORDER TO PO# 3521135  INCREASE CONTROL VALUE: CONTROL VALUE: \$11,552,080.11 INCREASE CONTROL VALUE: \$ 2,262,200.00 REVISED CONTROL VALUE: \$ 13,814,280.11						

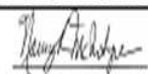
**INVOICE TO**

**IMMEDIATE VENDOR ACTION REQUIRED:**  
 Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  
[http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative\\_09-01-2020.pdf](http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf)  
**REGISTRATION REQUIREMENTS**  
**IMMEDIATE VENDOR ACTION REQUIRED:**  
 ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  
<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

<b>STATE PURCHASING AGENT</b>   Nancy R. McIntyre
--

Line	Code	Description	Quantity	Unit	Unit Price (USD)	Amount (USD)
		INCREASE CONTROL VALUE:			\$ 1,013,200.00	
		REVISED CONTROL VALUE:			\$ 14,827,480.11	
		INCREASE CONTROL VALUE:			\$ 195,359.89	
		REVISED CONTROL VALUE:			\$ 15,022,840.00	
		INCREASE CONTROL VALUE:			\$ 441,600.00	
		REVISED CONTROL VALUE:			\$ 15,464,440.00	
		INCREASE CONTROL VALUE:			\$ 8,822,613.07	
		REVISED CONTROL VALUE:			\$ 24,287,053.07	
<p>CHANGE TO DATE:                      FROM: 06/23/2017 - 06/30/2020                      TO: 06/23/2017 - 06/30/2023</p> <p>INCREASE REFLECTS NEW CONTRACT WITH VENDOR. SEE ATTACHED NINTH AMENDMENT DOCUMENT 6/03/2020</p> <p>AGENCY CONTACT:                      KRISTIN BADWAY                      401-574-9001</p> <p>Reference Documents: 3521135 ATTACH.pdf</p>						
						<b>Total: 262,646.56 (USD)</b>

<b>INVOICE TO</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                      Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :  <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a></p>
<b>REGISTRATION REQUIREMENTS</b>
<p><b>IMMEDIATE VENDOR ACTION REQUIRED:</b>                      ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :  <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a></p>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

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**NINTH AMENDMENT TO AGREEMENT**

**Between the**

**State of Rhode Island and Providence Plantations, by and through its  
Department of Revenue, Division of Motor Vehicles**

**And**

**Perspecta State & Local Inc.  
(Formerly Known As Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc.  
and Enterprise Services State & Local Inc.)**

**For the Purpose of Providing a New DMV Motor Vehicle Licensing System**

**7002869**

**Contract Identification Code**

The State of Rhode Island and Providence Plantations, by and through its Department of Revenue, Division of Motor Vehicles (collectively, the "State") and Perspecta State & Local Inc., formerly known as Saber Software, Inc. and Hewlett-Packard State & Local Enterprise Services, Inc. and Enterprise Services State & Local Inc. ("Contractor") (collectively, the "Parties"), do hereby voluntarily enter into this Ninth (9<sup>th</sup>) Amendment (the "Amendment") to the agreement between the State and Contractor relating to the implementation of a new DMV Motor Vehicle Licensing System, Contract Identification Code #7002869 (the "Agreement"). Both Parties hereby acknowledge receipt of mutually satisfactory and sufficient consideration for the consent to voluntarily enter into this Amendment to the Agreement on the following terms:

1. **Term of Agreement.** The term of the Agreement is hereby extended until June 30, 2023. The State, in its sole discretion, may further extend the term for an additional one (1) year until June 30, 2024 by providing written notice to Contractor by March 31, 2023, provided that any such extension shall require formal approval by the Rhode Island Division of Purchases through the issuance of a change order.
2. **Effect of Agreement and Prior Amendments.** Unless explicitly amended in this Amendment, all terms and conditions as set forth in the Agreement and any amendments thereto shall remain in effect.
3. **Application Enhancement and Maintenance Support Services.** Contractor will provide Application Enhancement and Maintenance Support Services as set forth in the Statement of Work attached as Appendix A. This Amendment, including Appendix A, governs Contractor's provision of the Application Enhancement and Maintenance Support Services from July 1, 2020 through June 30, 2023 (or from July 1, 2020 through June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
4. **Named Personnel.** With regard to each position and the named personnel in Section 2.2 of the Statement of Work attached as Appendix A, Contractor may not transfer or re-assign such personnel until a suitable replacement has been introduced to and approved by the State, such consent not to be unreasonably withheld. If any of the personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.
5. **Charges.** The services will be provided on a fixed-price basis for the number of personnel as set forth in the Statement of Work attached as Appendix A. The charges are summarized in the following table:



Price Type	Year 1	Year 2	Year 3	Year 4 Option Year
Labor Annual Price	\$ 2,765,685.72	\$ 2,827,913.64	\$ 2,891,541.71	\$ 2,956,601.39
Labor Monthly Price	\$ 230,473.81	\$ 235,659.47	\$ 240,961.81	\$ 246,383.45
ALM Software Price *	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00	\$ 67,600.00
Agile Manager Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00
UFT Software Price *	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00

\* Software Price is an estimate. Actual price will be based on approved quote.

**5.1. Labor Price.** The State will pay the Labor Price according to the following schedule.

- 5.1.1. Application Enhancement and Maintenance Support Services Year 1: \$2,765,685.72 to be paid in monthly increments of \$230,473.81 beginning in July 2020
- 5.1.2. Application Enhancement and Maintenance Support Services Year 2: \$2,827,913.64 to be paid in monthly increments of \$235,659.47 beginning in July 2021
- 5.1.3. Application Enhancement and Maintenance Support Services Year 3: \$2,891,541.71 to be paid in monthly increments of \$240,961.81 beginning in July 2022
- 5.1.4. Application Enhancement and Maintenance Support Services Year 4-Option Year: \$2,956,601.39 to be paid in monthly increments of \$246,383.45 beginning in July 2023

**5.2. Credits for Named Personnel.** If a Named Personnel, listed in Section 2.2 of the Statement of Work attached as Appendix A, is no longer on the project, per Section 4 of this Amendment, Contractor will adjust the monthly invoice downward on a pro-rata basis in accordance with the Named Personnel job description and level and hourly rate in Section 5.6.1 of this Amendment for the period in which the position remains open.

**5.3. Hours and Additional Charges for Account Manager.** One Full Time Equivalent (FTE) for the Contractor Account Manager is based on 40 hours per week and 160 hours per month. If the State requires the Contractor Account Manager to work beyond the FTE allocation listed in Section 2.2 of the Statement of Work attached as Appendix A, Contractor and the State will mutually agree in advance on any additional charges for these additional hours.

**5.4. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.5. Hardware and Software.** Application Lifecycle Management ("ALM"), Agile Manager, and UFT Software are not included with this Amendment. Should the State desire Contractor to provide ALM, Agile Manager, and/or UFT Software, Contractor will provide the State with a quote for such software. If the State approves the quote and directs Contractor to procure such

software, then the State agrees to pay for the software in accordance with the terms contained on the quote. Contractor will provide ALM, Agile Manager, and UFT Software with no mark-up to the State. The State's use of ALM, Agile Manager, and UFT Software will be subject to the terms and conditions contained with such materials as determined by the software manufacturer. The above-quoted prices are estimates only.

**5.6. Additional Personnel Labor Price and Travel Expenses.** If the State, pursuant to the Work Order Request Form attached hereto as Appendix WO, exercises the ability to retain additional Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services, as set forth in Section 2.2.1 of Appendix A, the State shall pay the following charges which shall be in addition to the charges described in Sections 5.1 and 5.4.

**5.6.1. Labor Price.** The State will pay the Contractor monthly for the actual hours worked by such personnel retained pursuant to Section 5.6; however, said individuals will not work more than forty (40) hours a week without written approval of the State. The associated hourly rate(s) for such retained personnel shall be based on the Contractor employees Job Description in the table below.

Job Description	Hourly Rate Year 1
Project Manager I	\$52.32
Project Manager II	\$69.24
Project Manager III	\$93.22
Project Manager IV	\$114.40
Project Manager V	\$146.73
Developer I	\$52.32
Developer II	\$69.24
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Tester I	\$52.32
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Job Description	Hourly Rate Year 1
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Tester V	\$146.73
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Business Analyst III	\$93.22
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Business Analyst V	\$146.73
ITO Consultant I	\$52.32
ITO Consultant II	\$69.24
ITO Consultant III	\$93.22
ITO Consultant IV	\$114.40
ITO Consultant V	\$146.73

The table above is for the Contractor's employees and does not represent rates for third-party contractors. Rates for third-party contractors will be mutually agreed to by the parties in the Work Order Request Form attached hereto as Appendix WO.

Hourly rates in the table above and for third-party contractors will increase annually on July 1 by 2.25%.

**5.6.2. Travel Expenses.** The Labor Price does not include reasonable travel and subsistence costs which will be charged to the State on the basis of actual costs incurred. Travel and Subsistence will be based on the agreed travel schedule between the Contractor and the State. The actual cost will be based on trip expenses and will be billed monthly. The estimated annual travel and subsistence costs for each person based on 11 trips in each calendar year are estimated to be \$16,105 for the year 2020, \$16,588 for the year 2021, \$17,086 for the year 2022, \$17,598 for the year 2023, and \$18,126 for the year 2024.

**5.6.3.** Consistent with Section 4, with regard to each resource sought to be retained, the State shall have the right to interview and approve each candidate, such approval not to be unreasonably withheld, and, if thereafter any retained personnel becomes incapacitated or ceases to be employed by Contractor, Contractor shall utilize commercially reasonable efforts to promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview and approve each such replacement, such approval not to be unreasonably withheld.

- 6. Warranty.** Application Enhancements completed on or before December 31, 2022 (or on or before December 31, 2023 if the State exercises its option to extend pursuant to Section 1), and, notwithstanding Section 6 of the Seventh Amendment, Application Enhancements provided between January 1, 2020 and June 30, 2020, will be warranted for six months, through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1). During this period, Contractor will resolve any Severity 1 and Severity 2 defects (severity levels as defined in Section 6.10 of Appendix A to the Fifth Amendment) that are identified by utilizing the Staffing Resources set forth in Appendix A. All Application Enhancements provided after December 31, 2022 (or after December 31, 2023 if the State exercises its option to extend pursuant to Section 1) will be provided on an AS-IS/WHERE-IS basis, though the State will have the discretion to utilize the bandwidth of the Staffing Resources to remediate identified defects during the term. All of Contractor's obligations for warranty obligations will cease as of June 30, 2023 (or as of June 30, 2024 if the State exercises its option to extend pursuant to Section 1).
- 7. Limitation of Liability.** For all Application Enhancement and Maintenance Support Services provided pursuant to this Amendment, the limitation of liability as set forth on page 8 of the Contract or elsewhere in the Agreement shall be limited to the total amount payable to Contractor under this Amendment. For clarity, except for matters of personal injury, property damage, intellectual property infringement, and, except as provided for and/or prohibited under Rhode Island law, Contractor's liability to the State for damages attributable to Contractor's acts or omissions under the Amendment will be limited to \$8,485,141.07 (or \$11,441,742.26 if the State exercises its option to extend pursuant to Section 1) plus the total amount payable to Contractor under Sections 5.3 and 5.6 of this Amendment.
- 8. State Property.** Any and all data, technical information, information systems and materials that the Contractor first creates specifically for the State pursuant to this Amendment, including, but not limited to, all software computer programs, source code, documentation and manuals, shall be deemed to be owned and remain owned by the State and shall be considered State Property for all purposes of the Agreement, as amended. For clarity, and consistent with Ownership as set forth on page 8 of the Contract, the State grants the Contractor a world-wide, exclusive, perpetual, royalty

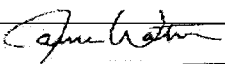
free, fully paid-up license to use, reproduce, publish, create derivative works of, sublicense, and resell the State Property that Contractor creates pursuant to this Agreement, as amended.

9. **Effect of Amendment.** Except as stated in Section 2 entitled "Effect of Agreement and Prior Amendments", this Amendment supersedes all prior agreements related to the subject matter set forth herein. All prior discussions, negotiations and agreements are merged and integrated into this Amendment and are treated as though they never existed.
- 

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Amendment as of the 1<sup>st</sup> day of June 2020 (the "Effective Date").

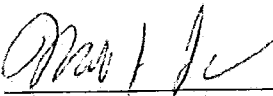
PERSPECTA STATE & LOCAL INC.

Signature: 

Printed Name: James Watson

Date: 6/2/2020

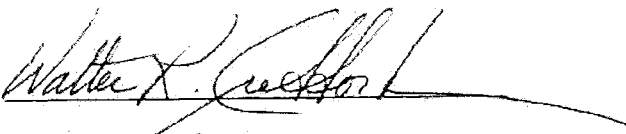
STATE of RHODE ISLAND AND PROVIDENCE PLANTATIONS, by and through its DEPARTMENT OF REVENUE

Signature: 

Printed Name: Mark A. Furcolo

Date: June 3, 2020

STATE of RHODE ISLAND DIVISION OF MOTOR VEHICLES

Signature: 

Printed Name: Walter R. CRADDOCK

Date: 6/3/2020

**Amendment 9**

**Appendix A**

**STATEMENT OF WORK**  
**FOR RIMS APPLICATION ENHANCEMENT AND MAINTENANCE SERVICES**

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**1. SUMMARY**

This Statement of Work ("SOW") is for Contractor staffing resources to provide continued assistance to the State at its Division of Motor Vehicles with application enhancement and maintenance support services to the Rhode Island Motor Vehicles System ("RIMS").

**2. CONTRACTOR RESPONSIBILITIES**

**2.1. Application Enhancement and Maintenance Support Services**

Application Enhancements shall mean State prioritized and directed changes or upgrades to the RIMS solution that increases software capabilities beyond the original specifications. Maintenance Support provided by Contractor shall mean State prioritized and directed routine applications, operational support and minor modifications of RIMS to correct faults and support operational needs. Contractor's services may include, if directed by the State, the functional validation and testing of software developed by Contractor pursuant to this Amendment. The State retains sole discretion on how best to direct the Application Enhancements and Maintenance Support services provided by Contractor.

**2.2. Staffing Resources**

Pursuant to this Amendment, Contractor will retain a team of twelve and a quarter (12.25) personnel through June 30, 2023 (or through June 30, 2024 if the State exercises its option to extend pursuant to Section 1 of the Ninth Amendment), according to the following schedule, who will be dedicated to the State on a full-time basis, except for the Account Manager who will be dedicated to the State as set forth below, to provide application enhancements and maintenance support for RIMS at the direction of the State. These resources will consist of:

Perspecta Team Member	Job Description / Title	Job Level	FTE	Monthly Price Year 1	Monthly Price Year 2	Monthly Price Year 3	Monthly Price Year 4-Option Year
Saad Bashir	Account Manager	5	0.25				
Himanshu Bhagat	Lead Analyst	4	1				
Bhim Rathor	Developer	4	1				
Anil Tiwari	Developer	4	1				
Atul Trikha	Developer	4	1				
Sai Gangu	Developer	4	1				
Pradeep Reddy	Developer	4	1	\$ 230,473.81	\$235,659.47	\$ 240,961.81	\$246,383.45
Jeevan Anjna	Developer	4	1				
Sreenivasa Adatakhula	Business Analyst	4	1				
Venkat Gantannagari	ITO Consultant	4	1				
Sreedhar Medikonda	ITO Consultant	3	1				
Swetha Badapalli	Tester	4	1				
Tanzina Tarranum	Tester	4	1				
<b>Total FTE</b>			<b>12.25</b>				

The Account Manager and Lead Business Analyst will be the State's primary point of contact. The executive committee shall include the following members from the State of Rhode Island: the Department of Revenue Director, the Division of Motor Vehicles Administrator, the Chief Information Officer, and the DMV Technology Lead. The executive committee shall include the following members from the Contractor: the Account Manager, the Lead Analyst, the Regional Account Executive, and the Vice President for State and Local Government.

**2.2.1. Additional Personnel.** In addition to the resources named in Section 2.2, the State, through use of the Work Order Request Form attached hereto as Appendix WO, may retain the following Contractor personnel or Contractor provided third-party contractors to provide Application Enhancement and Maintenance Support Services throughout the term of the Agreement: Project Manager I, Project Manager II, Project Manager III, Project Manager IV, Project Manager V, Developer I, Developer II, Developer III, Developer IV, Developer V, Tester I, Tester II, Tester III, Tester IV, Tester V, Business Analyst I, Business Analyst II, Business Analyst III, Business Analyst IV, Business Analyst V, ITO Consultant I, ITO Consultant II, ITO Consultant III, ITO Consultant IV, ITO Consultant V. The State may release any personnel retained pursuant to this subsection at any time prior to the expiration of this Agreement by providing Contractor with 30 days written notice prior to such release being effective.

### 2.3. Location

Contractor personnel may work from off-site locations at Contractor's discretion. This off-site work may take place from any of Contractor's offices or from the home offices of the Contractor resources. Contractor will make best efforts to retain the Lead Analyst and one other professional in Rhode Island.

### 2.4. Hours

Contractor personnel will work eight-hour days, generally worked between the hours of 8AM – 12PM and 1PM – 5PM, Mon – Fri (excluding weekends, public holidays, vacation and sick days).

### **3. STATE RESPONSIBILITIES**

#### **3.1. State Product Owner**

The State shall provide a State Product Owner who will direct, prioritize, and define the work efforts. The State Product Owner, or another designate by the State Product Owner, will provide timely sign-off on deliverable, to the extent any such sign-off is required as an operational activity.

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#### **3.2. Oversight**

The State shall solely determine whether to act or refrain from acting on any recommendations made by Contractor and shall be responsible for determining whether any services provided by Contractor will (i) comply with all laws and regulations applicable to State; and (ii) comply with State's applicable internal guidelines and any other agreements it has with third parties.

#### **3.3. Facilities**

The State shall provide work space in Rhode Island for the Contractor team. Such work space will include desks, chairs, and telephones, local network printers, and access to high-speed Internet.

#### **3.4. Resources**

The State will facilitate access to, and schedule relevant executives and subject matter experts to support the desired services.

### **4. EXCLUSIONS FROM SCOPE OF SERVICES**

#### **4.1. Automated Regression Testing and Performance Testing**

Automated Regression Testing and Performance Testing are out of scope for this Agreement. Automated Regression Testing, which is out of scope for this Agreement, means automated testing of existing software to validate that changes to software have not impacted any existing functionality. Performance Testing, which is out of scope for this Agreement, means validating system performance under actual or simulated load and includes testing such as load testing, stress testing, and endurance testing.



Appendix WO  
Work Order Request Form

Request Date: \_\_\_\_\_

1. Pursuant to Section 5.6 of the Ninth Amendment and Section 2.2.1 of Appendix A to the Ninth Amendment, the State herein seeks to retain the resources identified in Section 2, below, to perform Application Enhancement and Maintenance Support Services.

2. Resources Sought to be Retained by State:

Job Description	Name (if known to State)	Start Date	End Date	Hours/Week

Requested By: \_\_\_\_\_ (State PM)

3. Contractor Personnel Offered:

Job Description	Name

APPROVED BY:

\_\_\_\_\_

State Project Manager

\_\_\_\_\_

Contractor Project Manager

\_\_\_\_\_

State CFO (Department of Revenue)

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Annual Labor	2,765,685.72	2,827,913.64	2,891,541.71	8,485,141.07
ALM Software	67,600.00	67,600.00	67,600.00	202,800.00
Agile Manager Software	13,900.00	13,900.00	13,900.00	41,700.00
UFT Software	13,900.00	13,900.00	13,900.00	41,700.00
Travel	16,588.00	17,086.00	17,598.00	51,272.00
<b>Total</b>	<b>2,877,673.72</b>	<b>2,940,399.64</b>	<b>3,004,539.71</b>	<b>8,822,613.07</b>
		<b>Total 9th Amendment</b>		<b>8,822,613.07</b>
		Current Control Value		15,464,440.00
		New Control Value		24,287,053.07