

**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:** FY18

**Agency:** Department of Administration

**Vendor Name:** EOS Systems INC

**Total Amount Paid to Vendor for Services:** \$150,000.00

**Summary of Services Rendered to Agency:**

Identifying Code	Service Type	Description	Amount	Notes
PO 3552811	Information Technology: Programming		\$150,000.00	

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:**

Item Number	Document ID	Description	Notes
Item 1	PO 3552811	Purchase order contract	

**Item 1**

# Notice of Blanket Purchase Agreement



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

<b>V E N D O R</b>	<b>EOS SYSTEMS INC</b> <b>72 RIVER PARK ST</b> <b>STE 4</b> <b>NEEDHAM, MA 02494</b> <b>United States</b>
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<b>DR AND AD PROJECT MANAGEMENT SERVICES - NICK APAZIDIS - DOA</b>	
Award Number	<b>3552811</b>
Revision Number	<b>0</b>
Effective Period	<b>02-JAN-2018 - 30-JUN-2018</b>
Approved PO Date	<b>25-JAN-2018</b>
Vendor Number	<b>22631-iSupplier</b>

<b>S H I P  T O</b>	<b>DOA - ENTERPRISE OPERATIONS CENTER</b> <b>50 SERVICE AVENUE</b> <b>WARWICK, RI 02886</b> <b>United States</b>
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Type of Requisition	<b>SOLE SOURCE / CRITICAL EXP</b>
Requisition Number	<b>1541522</b>
Change Order Requisition Number	
Solicitation Number	
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	- <b>Walsh, Gail</b>
Requester Name	
Work Telephone	

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

1/2/18 - 6/30/18

DR AND AD PROJECT MANAGEMENT SERVICES

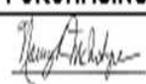
CONTRACT VALUE - \$150,000.00

AGENCY CONTACT:  
 ERICA YANKE - (401) 574-9212

**INVOICE TO**

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

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

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

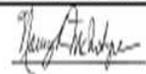
Line	Description	Unit	Unit Price (USD)
<b>1</b>	<b>APA-17938 FY18 DR AND AD PROJECT MANAGEMENT SERVICES - NICK APAZIDIS - \$150.00 / HOUR</b>	<b>Hour</b>	<b>150</b>

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**STATE PURCHASING AGENT**



Nancy R. McIntyre

**Contract Terms and Conditions**

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**Terms and Conditions**

**PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

**INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal

amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

The "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) authorizes the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against contracts awarded to vendors. All contract administrative fees collected shall be deposited into a restricted receipt account which shall be used for the purposes of implementing technology for the submission and processing of bids, online bidder registration, bid notification, and other costs related to State procurement. The contract administrative fee is applicable to the within MPA purchase agreement.

#### MPA 1% ADMIN FEE

#### Master Price Agreements

Contract Administrative Fee - The "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) authorizes the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against contracts awarded to MPA vendors. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing technology for the submission and processing of bids, online bidder registration, bid notification, and other costs related to State procurement. The contract administrative fee shall be applicable to all purchase orders issued relative to the within solicitation during the entire term of the MPA contract.

#### **AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing

goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

#### ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

#### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

#### TERMS AND CONDITIONS OF PRICING AGREEMENT

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.