

Notice of Contract Purchase Agreement



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

V E N D O R	COLLEGIATE ENTERPRISE SOLUTIONS LLC DBA REGISTRY FOR COLLEGE AND UNIVERSITY PRESIDENTS 3 CENTENNIAL DR STE 320 PEABODY, MA 01960 United States
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CES/REGISTRY SERVICES - RIC	
Award Number	3541025
Revision Number	1
Effective Period	07-AUG-2017 - 30-JUN-2018
Approved PO Date	19-JAN-2018
Vendor Number	53750

S H I P T O	RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States
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Type of Requisition	SINGLE / SOLE SOURCE
Requisition Number	1520405
Change Order Requisition Number	87JLC012181
Solicitation Number	
Freight	Paid
Payment Terms	NET 30
Buyer	Mosca, Gary
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.

CHANGE TO PO 3541025

CHANGE EFFECTIVE PERIOD:

FROM: 1/31/2018
 TO: 6/30/18

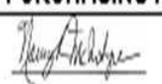
CONTROL VALUE:

AGREED AMOUNT: 106,400.00
 INCREASE 88,666.05
 REVISED AMOUNT \$195,066.65

SEE ATTACHED AMENDMENT

INVOICE TO

RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States

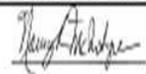
STATE PURCHASING AGENT
 Nancy R. McIntyre

Reference Documents: 3541025ATTACHMENT.pdf

INVOICE TO

**RIC-PURCHASING
600 MOUNT PLEASANT AVENUE
PROVIDENCE, RI 02908
United States**

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

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

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

AUTHORIZATION AND RELEASE

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

BLANKET PAYMENT

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

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

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.

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.



AMENDMENT TO THE AGREEMENT

REGISTRY FOR COLLEGE AND UNIVERSITY PRESIDENTS

AND

RHODE ISLAND COLLEGE

THIS AMENDMENT is made and entered into this 2ND day of January 2018 by and between Rhode Island College (hereinafter "College") and Collegiate Enterprise Solutions, LLC, doing business as the *Registry for College and University Presidents* (hereinafter "*Registry*")

WHEREAS, the College and the Registry entered into an Agreement on August 8, 2017; and

WHEREAS, it is the desire of the Vice President of the College to extend the interim service of Stephen J. King as Interim Associate Vice President for Information Services of Rhode Island College.

NOW, THEREFORE, in consideration of the mutual promises of their parties hereto, the College and the Registry hereby amend the August 8, 2017 Agreement as follows:

1. Term: The effective date of the Amendment is February 1, 2018 through June 30, 2018 or, until such time as the College no longer requires the services of *Registry*. The Amendment may be terminated at any time by either party giving thirty (30) days' notice in writing to the other party. The amendment also can be extended by mutual agreement.

2. Compensation: Payment in consideration of this Agreement shall continue to be in the amount of an annual consultant's fee of \$160,000.00 + a 33% *Registry* fee of \$52,800.00 to be paid monthly, by Rhode Island College to the *Registry* in the amount of \$17,733.33: \$13,333.33 for Stephen J. King and \$4,400.00 for *Registry* fee. In addition, Stephen J. King will also continue to be provided a furnished on-campus apartment, meal privileges in the dining hall, access to the College gym, parking on campus and access to a vehicle if needed as well as reimbursement for pre-approved travel related expenses to depart at the

conclusion of the assignment. Such compensation is subject to change only upon the written concurrence of both parties to this Agreement. College agrees to remit to *Registry* without monthly invoice the amount due by the 15th day of each month. In the case of multiple-year engagements and/or extended periods of engagement, the Registry will work with all parties to review, and upon request, to renegotiate the compensation paid to the Consultant.

4. All other terms and conditions of the August 8, 2017 Agreement shall remain in force throughout the duration of this Amendment.

Original contract included for reference.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

David A. Gingerella
Vice President for A & F / CFO
Rhode Island College

Date



2 January 2018

Bryan E. Carlson
President and COO
Collegiate Enterprise Solutions, LLC

Date