

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

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	N	DBA DBA LLB ARCHITECTS INC	
		161 EXCHANGE ST	
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i	R	United States	
	No.		

S H I P	RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States
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	OR HORACE MANN TIONS - RIC
Award Number	3602842
Revision Number	7
Effective Period	01-FEB-2019 - 30-JUN-2022
Approved PO Date	03-AUG-2021
Vendor Number	2105-iSupplier

Type of Requisition	ARCH, ENG &
	CONSULT
Requisition Number	1564398
Change Order Requisition Number	87JLC073021
Solicitation Number	7594621
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 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

CHANGE TO PO #3602842 DATED 7/30/2021 AGENCY DOC ID # 87JLC073021

EXTENDED EFFECTIVE TERMS FROM: 02/01/2019 - 06/30/2021 TO: 02/01/2019 - 06/30/2022

EXTENSION TO CONTRACT AS CONSTRUCTION IS STILL UNDERWAY.

INVOICE TO	
RIC-PURCHASING 600 MOUNT PLEASANT AVENUE	STATE PURCHASING AGENT
PROVIDENCE, RI 02908 United States	Nancy R. McIntyre
REGISTRATION REQUIREMENTS .	Profes IV. Inclinate
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	

AGENCY CONTACT: JESSICA CIMORELLI 401-456-8530

## INVOICE TO

RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908

United States

# 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

STATE PURCHASING AGENT

\$1,342.260.00 REVISED: INCREASE C/O #2 71,427.00 REVISED: \$1.413,687.00 INCREASE C/O #3 6,363.00 REVISED: \$1,420,050.00 REVISED: \$1,432,421.00 INCREASE C/O #5 13,428.00 REVISED \$ 1,445,849.00 INCREASE C/O #6 1.018.00 REVISED \$ 1,446,867.00

DATE EXTENSION NEEDED TO THE CONTRACT AS CONSTRUCTION IS STILL UNDERWAY.

CONTROL VALUE INCREASED PER ATTACHMENT

CONTACT PERSON JESSICA CIMORELLI 401-456-8530

Reference Documents: LLB ARCHITECTS.pdf

## INVOICE TO

RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908

United States

## REGISTRATION REQUIREMENTS

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STATE PURCHASING AGENT



January 06, 2021

Kevin Fitta Rhode Island College Physical Plant 600 Mount Pleasant Avenue Providence, RI 02908-1991

Re:

Speakers in Commons RIC Horace Mann Hall (1838)

Dear Kevin,

On behalf of LLB Architects, we request your consideration of this proposal for the scope of work outlined below.

The scope of work includes changes to the contract documents to add speakers on all 3 floors of the commons for a PA system. The intent is that the speakers and the associated wiring will be added to the AV bid package.

#### Work scope

- AV
- o Specify speaker type, count, and location based on the volume of the commons.
- o Review if connections to the wall mounted TVs need to be changed and if the specified conduit size may change.
- o Add equipment specifications and wiring to the AV bid package
- o Locate on AV drawings to coordinate with HV Collins.
- Architectural
  - o Update RCPs
  - o Coordinate with HVC and AV installer

#### Fee

TOTAL		\$1,018
LLB	2 hours @ \$88 (Designer)	\$176
LLB 4% mark-up		\$32
WBA - AV	6 hours @ \$135	\$810

We appreciate your consideration of this proposal. If you have any questions or require additional information, please do not hesitate to call. We look forward to continuing our working relationship with you.

Sincerely yours,

Christian Ladds, AIA, LEED AP

# 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

ATTAIN LLC
1600 TYSONS BLVD #1400
MCLEAN, VA 22102
United States

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CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE (RIC)	
Award Number	3600779
Revision Number	0
Effective Period	01-JAN-2019 - 31-DEC-2021
Approved PO Date	11-DEC-2018
Vendor Number	34629-iSupplier

Type of Requisition	IT PURCHASE
Requisition Number	1539230
Change Order Requisition Number	
Solicitation Number	7577484
Freight	Paid
Payment Terms	NET 30
Buyer	- - Walsh, Gail
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.

CONTRACT TERM: 1/1/19-12/31/21

PROVIDE CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE IN ACCORDANCE WITH THE PROVISIONS OF RFP #7577484 AND THE ATTACHED CONSULTING SERVICES AGREEMENT BY AND BETWEEN ATTAIN, LLC, AND RHODE ISLAND COLLEGE; WHICH IN CONFLICT ARE SUBSERVIENT TO THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

CONTRACT VALUE: \$1,031,300.00

STATE AGENCY CONTACT: JESSICA CIMORELLI

INVOICE TO

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

(401) 456-8530 JCIMORELLI@RIC.EDU

SUPPLIER CONTACT: KATHY STARR OFFICE: (703) 857-2200, EXT. 822 CELL: (202) 320-0596 KSSTARR@ATTAIN.COM

Reference Documents: 201812101425.pdf

INVOICE TO

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

Nancy R. McIntyre

STATE PURCHASING AGENT



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

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WEB DESIGN & DEVELOPMENT - RIC		
Award Number	3628452	
Revision Number	2	
Effective Period	23-SEP-2019 -	
	30-JUN-2021	
Approved PO Date	12-APR-2021	
Vendor Number	57627	

Type of Requisition	*OTHER
Requisition Number	1548661
Change Order- Requisition Number	1699738
Solicitation Number	7591557
Freight	Paid
Payment Terms	NET 30
Виуег	Mosca, Gary
	**
Requester Name	
Work Telephone	

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CHANGE TO PO 3628452

CONTROL VALUE CHANGE:

ORIGINAL AMOUNT: 439,220.00 **INCREASE** 6,475.00

REVISED AMOUNT \$445,695.00

PER ATTACHED CORRESPONDENCE

Reference Documents: 202104121420.pdf

INVOICE TO	
RIC-PURCHASING	STATE PURCHASING AGENT
600 MOUNT PLEASANT AVENUE	Then forth hope-
PROVIDENCE, RI 02908 United States	Nancy R. McIntyre
REGISTRATION REQUIREMENTS	Rainy R. Mulityle
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WEB DESIGN & DEVELOPMENT - RIC	
Award Number	3628452
Revision Number	1
Effective Period	23-SEP-2019 -
	30-JUN-2021
Approved PO Date	05-APR-2021
Vendor Number	57627

Type of Requisition	*OTHER
Requisition Number	1548661
Change Order Requisition Number	
Solicitation Number	7591557
Freight	Paid
Payment Terms	NET 30
Buyer	Mosca, Gary
	-
Requester Name	
Work Telephone	

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CHANGE ORDER 3628452

CHANGE EFFECTIVE PERIOD:

FROM: 9/23/19 - 6/30/20

TO: 9/23/19 - 6/20/21

PER AGENCY ID 87JLC031821 - FOR ADDITIONAL SERVICES TO COMPLETE PROJECT

INVOICE TO	
	STATE PURCHASING AGENT
RIC-PURCHASING	3 A.
600 MOUNT PLEASANT AVENUE	lkud-lkhvaz-
PROVIDENCE, RI 02908	
United States	Nancy R. McIntyre
REGISTRATION REQUIREMENTS	

IMMEDIATE VENDOR ACTION REQUIRED:

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

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S H I P	RIC-PURCHASING 600 MOUNT PLEASANT AVENUE PROVIDENCE, RI 02908 United States
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WEB DESIGN & DEVELOPMENT - RIC	
Award Number	3628452
Revision Number	0
Effective Period	23-SEP-2019 -
	30-JUN-2020
Approved PO Date	01-OCT-2019
Vendor Number	57627

Type of Requisition	*OTHER
Requisition Number	1548661
Change Order Requisition Number	
Solicitation Number	7591557
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.

CONTRACT PERIOD: 9/23/19 - 6/30/20

Provide consulting assistance on the architecture, design and content management strategy of Rhode Island College's websites in accordance with the provisions of RFP 7591557 and the attached Agreement between Rhode Island College and OHO Corporation, which in conflict, are subservient to the State's General Conditions of Purchasing.

CONTRACT VALUE: \$439,220.00

AGENCY CONTACT: Jesscia Cimorelli 401-456-8530

SUPPLIER CONTACT: Tiven Weinstock

INVOICE TO

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

STATE PURCHASING AGENT

617-499-4978 tiven@oho.com

Reference Documents: OHO AGREEMENT.pdf SOW.pdf

INVOICE TO

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

STATE PURCHASING AGENT

#### **CHO** Corporation CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement"), is made as of the 12th day of September 2019 between OHO CORPORATION, a Massachusetts corporation ("OHO"), and, Rhode Island College a Rhode Island Higher Education Institution ("RIC" or "the College" or "Client"), who agree as follows:

#### 1. ENGAGEMENT.

Client and OHO agree that OHO shall provide 1.1 various services to Client under the terms and conditions of this Consulting Services Agreement.

#### 2. DUTIES.

- OHO shall be responsible for providing the 2.1 services set forth on Schedule A attached hereto and made a part hereof or such other services as the parties may later agree upon.
- During the term of this Agreement, Client hereby 2.2 grants to OHO a non-exclusive, nonsublicenseable, royalty-free, worldwide license to reproduce, distribute, publicly perform, publicly display and digitally perform the Client Content on or in conjunction with the Website. Client grants no rights other than explicitly granted herein.

#### 3. FEES AND PAYMENTS.

- Client agrees to pay to OHO the amounts 3.1 specified in the Schedule(s) for the provision of the Deliverables specified therein. OHO shall deliver the deliverables for the prices specified in the Schedules.
- OHO will bill Client on a monthly basis for 3.2 services rendered, or as otherwise specified in the attached Schedule(s). A 20% deposit against the total project cost, or a minimum of \$5,000 is required at Project Acceptance. Payment in full of each invoice shall be due upon receipt of a properly submitted invoice. Amounts invoiced but not paid by Client within thirty (30) days of receipt of such invoice shall bear interest at the rate of one and one-half percent (1.5%) per month until paid, or, if less, the highest rate permitted by law.

Client may withhold or (on account of subsequently discovered evidence) nullify the whole or part of any invoice to such extent as may be necessary to protect it from loss on account of:

- defective Services or other breach (a) under this Agreement;
- third-party claims filed or reasonable (b) evidence indicating probable filing of such claims;
- failure of Consultant to make payments due to Subcontractors or employees;

- reasonable Indication that the Services will not be completed within the time frames specified in this Agreement;
- invoicing which is incorrect; (e)
- overcharges in violation of the terms and conditions of this Agreement;
- any unpaid and delinquent taxes or other debt owed the State of Rhode Island ("the State") by Consultant; or
- any claim against Consultant by the State arising out of this Agreement or any other agreement between Consultant and the State.
- Unless otherwise provided, Client shall reimburse 3.3 OHO for all reasonable, pre-approved, out-ofpocket expenses.

All amounts payable under this Agreement for Services shall be deemed compensation for services rendered, even if directly or indirectly passed on to Consultant's personnel through expense reimbursement.

#### 4. CONFIDENTIAL INFORMATION.

- Each party agrees to treat all information and 4.1 materials received from the other party that are labelled "Confidential" or "Proprietary" as confidential information of the other party. Each party further agrees to use at least the same degree of care to avoid disclosure or dissemination of the other party's confidential information as it uses to protect its own confidential materials, but in any event, at least a reasonable degree of care.
- Neither party shall use the confidential 4.2 information of the other party for its own benefit or for the benefit of nor disclose to any third party (other than independent contractors having a "need-to-know") without the other party's prior written consent; provided, however, that a party shall not be liable for disclosure of information designated as "Confidential" or "Proprietary" by the other party if the same: (a) is in the public domain at the time of disclosure; (b) becomes known to the other party from a third-party source under no obligation to maintain confidentiality; (c) becomes publicly available though no fault or failure to act by the receiving party in breach of this Agreement; (d) is already

Page: 1

known by the receiving party when received, or is independently developed by the receiving party without reference to the information provided by the other party, as established by documentary evidence; or (e) is required by a court or other governmental authority to be disclosed (provided that the receiving party has used reasonable efforts to make such disclosure subject to a protective order or confidentiality If either party discloses agreement). Confidential Information to any subcontractor(s) as permitted herein, such party shall maintain adequate controls to ensure that each establishes and maintains subcontractor measures to protect Confidential Information in its possession as provided in this Agreement.

4.3 Upon achieving the purpose(s) intended, or in the event of the earlier termination of this Agreement, each party shall immediately return and/or destroy all materials containing confidential information of the other party. Each party shall further certify in writing to the other party that all copies or partial copies of material containing confidential information of the other party have been returned and/or destroyed.

## 5. CHANGE PROCEDURE AND PROJECT MANAGEMENT.

- A Change Control Document shall be used to accommodate changes to the Deliverables specified in the Schedule(s). Requests by Client for changes to the Deliverables specified in a Schedule(s) are subject to the procedure specified in this Section 5.0.
- 5.2 Client shall advise the OHO Project Manager, in writing, of the desired change, with the same degree of specificity as in the relevant Schedule(s).
- 5.3 The OHO Project Manager will assess the impact of the desired change on:
  - (a) The total cost of the Deliverables to be provided under this Agreement;
  - (b) the milestones to be reached;
  - (c) the time frame for completion; and
  - (d) any further areas which, in the opinion of the OHO Project Manager, are likely to be affected by the desired change.

Thereupon, OHO will prepare a Change Control Document incorporating the description of the change requested and the cost of the change.

OHO shall provide Client with the Change Control Document and a written invoice for the preparation of the Change Control Document. The Change Control Document from OHO shall constitute an offer by OHO to provide the Deliverables requested by Client at the prices stated in the Change Control Document. This offer shall be irrevocable for five (5) business days following receipt by Client.

- 5.5 If Client accepts OHO's offer by signing the Change Control Document, the Schedule(s) affected by the change shall be deemed amended to incorporate the change in question. The price stated in the Change Control Document shall be for additional work and services.
- 5.6 Each party shall appoint a Project Manager who shall be fully responsible for coordinating the activities of the appointing party. Each party shall direct all performance-related inquiries to the Project Manager of the other party.
- 5.7 Client's Project Manager shall be the sole representative of Client with authority to request or approve amendments to the Deliverables to be provided under this Agreement.

#### 6. OWNERSHIP OF WORK PRODUCT.

- 6.1 "Deliverables" shall mean work product created by OHO under this Agreement that are provided or are to be provided to Client.
- 6.2 Ownership of branding, graphical design, and business processes developed for Client shall be owned by Client. All such development work shall be original work of OHO, unless otherwise expressly agreed by the parties, and shall be deemed to be a "work made for hire" to the fullest extent allowed by law.
- 6.3 Data created on the website by web site users including data created by the users actions, both explicit and observed, and collected by the website systems shall be owned by Client.
- 6.4 Client will own the software, programming code, database code, and all other software related programming developed under this engagement ("custom software").
- 6.5 Notwithstanding the foregoing, it is understood that OHO (or a third party vendor, as applicable) retains title to copyrighted software and related documentation delivered to Client under this Agreement. Further, nothing in this Agreement shall be deemed to restrict OHO's further use of any general knowledge or expertise possessed by OHO prior to or gained by OHO in the course of performing the Services and/or creating the custom software.
- 6.6 Client will retain all right, title and interest to any materials or information provided to OHO under this Agreement.
- 6.7 All third party software or materials delivered to Client pursuant to this Agreement are provided AS IS.

#### 7. LIMITATION OF LIABILITY; DAMAGES.

7.1 OHO warrants that (i) the services which it is providing under this Agreement will be of professional quality conforming to generally accepted software and systems development and consulting practices; (ii) the Deliverables shall be

provided in accordance with all applicable laws and regulations governing the Deliverables; (iii) use by Client in accordance with terms of this Agreement will not infringe, misappropriate, or otherwise conflict or interfere with any intellectual property rights; and (iv) it has the authority and ability to enter into this Agreement, to perform the Services hereunder, and to grant Client the rights set forth herein.

- 7.2 THE FOREGOING WARRANTY IS THE ONLY WARRANTY PROVIDED BY OHO AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.
- 7.3 OHO specifically does not warrant that the Deliverables provided, whether a system, elements of hardware or software, or a study or other analysis, will be error-free.
- 7.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- EXCEPT FOR BREACH OF A PARTY'S 7.5 CONFIDENTIAL INFORMATION, OHO'S BREACH OF SECTIONS 7.1(II)-(IV), OR CLIENT'S PAYMENT OBLIGATIONS PURSUANT TO TERMS OF THE AGREEMENT, EACH PARTY'S ENTIRE LIABILITY AND EACH PARTY'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT, FOR ANY CLAIM, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY), OR IN TORT (INCLUDING NEGLIGENCE), SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO OHO FOR THOSE DELIVERABLES UPON WHICH THE LIABILITY IS BASED, LESS A REASONABLE AMOUNT FOR USE AND DEPRECIATION OVER A ONE (1) YEAR PERIOD FOLLOWING DELIVERY OF THE DELIVERABLE.

#### 8. TERM; TERMINATION.

- **8.1** Term. This Agreement shall commence upon the date of execution specified hereinabove and will continue in effect for 1 year or as long as OHO is providing services to Client in accordance with RFP# 7591557.
- 8.2 The provisions of this section and sections 4, 6, 7, and 9 and any other obligation under this Agreement, which is to be performed after the termination or expiration of this Agreement, shall survive termination of this Agreement for any reason.
- 8.3 In addition to the termination rights set forth in this section and any other rights it may have at law or in equity, (i) this Agreement may be

terminated by the non-breaching party in the event that the other party fails to cure a breach within thirty (30) days after receiving written notice thereof, (ii) Client may terminate and without liability suspend all activity related to this Agreement immediately if funds for the services fail to be appropriated by an appropriate legislative body of the State, and (iii) either party may terminate and without liability suspend all activity related to this Agreement immediately if the other party is adjudicated a bankrupt, ceases to do business as a going concern, makes an assignment for the benefit of creditors, permits the appointment of a receiver, or otherwise avails itself of or becomes subject to any bankruptcy or insolvency statute.

In the event of termination, OHO shall be paid on 8.4 a time and materials basis for all Deliverables provided and accepted up to the date of termination if the specific price for the goods delivered or services rendered is not otherwise identifiable in a Schedule. Fees for services rendered will be invoiced by OHO at its then current rates for such services if no other rates are specified in the attached Schedule(s). OHO shall also be reimbursed for costs incurred to terminate any subcontracts that OHO entered into in connection with the Deliverables to be provided hereunder. The foregoing amounts shall be due and payable upon receipt of an invoice for those items by Client, regardless of any milestone or periodic payment schedule that would otherwise be applicable.

#### 9 NON-SOLICITATION

- Each party to this Agreement hereby undertakes that, without the prior written approval of the other party, it shall not solicit for employment any employee(s) of the other party who shall have been assigned to or worked under this Agreement, nor shall it, either directly or indirectly, induce any such employee to terminate his or her employment with the other party.
- 9.2 This Section shall be effective and enforceable until a period of one (1) year after the date of acceptance by Client of all of the Deliverables to be provided by OHO under this Agreement

#### 10. MISCELLANEOUS.

- Assignment. This Agreement may not be transferred, sold, assigned or delegated in whole or in part by either party without the written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, legal representatives, successors, and assigns.
- 10.2 Entire Agreement; Modification. This Agreement and the State Procurement Regulations Appendix A General Conditions of Purchase represent the

Page: 3

entire agreement between the parties and merges herewith any and all prior or contemporaneous oral or written agreements between the parties pertaining to the subject matter hereof. This Agreement may be modified, amended, or terminated only by a written instrument signed by all of the parties then bound hereto.

- 10.3 <u>Construction</u>. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Rhode Island.
- 10.4. Venue. The state and federal courts located in Providence County, Rhode Island shall have exclusive jurisdiction over any dispute relating to this Agreement. Each party consents to the exclusive jurisdiction of those courts and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum.
- 10.5 <u>Severability</u>. In the event that any portion or provision of this Agreement shall be deemed unenforceable by any court of competent jurisdiction, then, notwithstanding the same, the remaining portions and provisions of this Agreement shall be of full force and effect.
- Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered or mailed by certified mail, return receipt requested, delivered in hand or delivered via professional courier service to the parties at the addresses set forth on the cover sheet of this Agreement or to such other address of which either party may by certified mail notify the other party.
- force Majeure. OHO will not be liable to Client for any failure or delay caused by events beyond OHO control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, accidents, and shortages of any kind or technical failures.
- 10.8 <u>Waiver</u>. The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.
- 10.9 Attorneys Fees and Interest. In case of any breach of the Agreement by either party, including but not limited to non-payment of fees when due, the other party shall be entitled to recover its costs of enforcement, collection, and litigation, including all reasonable attorney fees.
- 10.10 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each being deemed an original and this being one of the counterparts.

- 10.11 Relationship of the Parties. OHO's relationship to Client in performance of this Agreement is that of an independent contractor and not an employee of Client, and Client shall not be responsible for payment or deduction of any taxes, withholdings, FICA contributions or other items for any amounts to be paid hereunder.
- 10.12 The State's Rules and Regulations. At all times during the Term, Consultant will comply with all rules and regulations promulgated by the State from time to time applicable to Persons which contract with the State.
- 10.13 General Requirements. The Services, and the performance of the Services by Consultant, will comply with the terms and conditions of the Request for Proposal and all applicable federal, state, and local law, all of which are incorporated into this Agreement by this reference. This obligation extends to Consultant's agents and Subcontractors. Consultant's Subcontractors will be licensed in accordance with all applicable law, and Consultant will be responsible to: (i) procure all certificates of inspection; and (ii) to apply all charges and fees and to give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

The persons signing this agreement represent and warrant that they are legal representatives of, and have the authority to execute this Agreement on behalf of, their respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, sealed and delivered as of September 12\_, 2019.

CLIENT: DocuSigned by:
By: Stephen J. Nedder Jr.
Name:
Title: Vice President for Admin & Finance
Rhode Island College 600 Mt. Pleasant Ave. Pro
OHO Corporation
By Edwin E Hastings
Name:
Title:
OHO 55 Davis Square

Somerville, MA 02144 (617) 499-4900

## SCHEDULE A

## Services and Fees

SERVICES:

# Schedule A: Statement of Work

Client	Rhode Island College
Project	Website Design and Development
Prepared By	Tiven Weinstock, Director of Business Development Jason Smith, Managing Director
Date	9/9/19

## **Project Planning**

- Develop project plan
- Internal project kick-off
- Planning for discovery and review of materials

#### Discovery

- Three days on site for stakeholder interviews (up to 5 sessions per day), tentative list includes:
  - o Marketing and web team
  - o Admissions
  - o Deans/Faculty
  - o Alumni/Advancement
  - o Current students focus group
  - Student services
- Content audit of the existing site (top 150 pages)
- Review of current website
- Technical discovery audit of integrations and current systems
- Compile findings
- · Presentation of findings and strategy
- Two additional focus groups with prospects
- Survey to prospective and current student audiences

### Information Architecture

- Development of site map with refinement in 2 rounds
- Wireframes for up to 18 screens
  - o Revision of the wireframes in two rounds .

- Overall responsive treatment and approach
- Annotations for functional UI specifications
- Meetings and project management

#### Visual Design

- · Creative kick-off to review competitor and aspirational sites
- Visual design concepts two directions
  - Selection of 1 design with revision of in 2 rounds
- Application of visual design to up to 18 pages total
  - o Revision in 2 rounds
- Representative responsive pages
- Meetings and project management

### Content Strategy & Search Engine Optimization

- Overall content strategy from findings through visual design
- Content strategy deliverable documenting image and video
- Governance plan delivered as a PDF
- Search engine optimization strategy and approach (Does not include keyword research, selection or writing meta descriptions or content).
- · Web content style guide
- 12 content templates

### **CMS Development**

- Drupal 8 site development
- Create custom responsive theme in HTML/CSS
  - o Overall wrapper
  - o Header
  - o Footer
- Key functional area/pages
  - o Homepage with javascript interaction
  - School landing page
  - o Level 3 page
  - Listing page (news, profiles, events)
  - News & Events
  - o News detail
  - o Faculty/Staff profile detail
  - Student/Alumni profile detail
  - o Events detail

- Program/degree page
- Program/degree matrix/listing
  - By program
  - By career
- Audience sections
- o Events calendar with tags
- Use of standard social media widgets
- Basic Drupal search
- Roles & Permissions
  - o Sitewide permissions for: admin, editor, writer
  - o Groups module to set permissions at the department level
- Digital marketing
  - o Install Google Analytics and set-up 3 conversion goals
  - o XML site map and robots.txt
  - Set up Google Analytics conversion goals
  - Basic SEO structure create CMS fields for: title tag, clean URL, header structure, meta description (does not include writing SEO content)
- QA and Testing
  - Browsers MS Edge, and latest version of Safari, Firefox, and Chrome. (Support for IE11 is can be added for additional fees).
- User Acceptance Testing client will have 2 weeks to test the site after the build phase is complete. By the end of the phase, all bugs will need to be reported.
- Meetings and project management

## Integrations

- Up to 40 hours of consulting around the approach for integrating third-party systems into the new CMS. Development efforts will need to be scoped and estimated separately.
- Up to 16 hours to evaluate the current e-commerce solutions. Does not include cost to integrate or develop against these systems.
- Up to 80 additional hours to audit and define an approach for the use of the current web parts.

### **Training & Documentation**

- Train the trainer session two 2-hour session for content entry.
- Documentation to support the training will be provided.
- Content migration strategy/approach does not include content migration
- Does not include Drupal developer training

### Deployment

- Daploy the site to a pre-configured server.
  - o 1 test deployment
  - o 1 final deployment

### **Assumptions**

- Content migration and site build out is being handled by RIC internal team
- OHO to provide responsive templates built in Drupal with sample content
- Content writing is not included in the above scope. It can be added at an additional cost.
- Integrations are not included. These will need to be scoped separately, but the hours to evaluate and develop a strategy for the integrations are included.
- Hosting is not included.
- On-going support is not included.
- Travel time is included.

## Pricing & Terms

The following pricing is associated with this engagement.

Phase	Pricing
Discovery	\$48,140
User Research	\$20,580
Information Architecture	\$66,555
Visual Design	\$55,180
Content Strategy	\$38,425
Development, Integrations, & QA	\$202,360
Training, Documentation & Deployment	\$7,980
TOTAL	\$436,400

## Authorization & Acceptance

The parties below have executed this SOW. Your signature hereby authorizes OHO Interactive to perform services outlined above.

	OHO Interestive	Ta Charles	Inodelishad College
Ву	Edwin E Hastings	Ву	Stephen J. Nedder Jr.
Print Name	Edwin Per Acts tings	Print Name	Stephen J. Nedder Jr.
Title	President	Title	Vice President for Admin & Finance
Date	9/16/2019	Date	9/18/2019

Please sign and email to tiven@oho.com.



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

v	
E	HYPERGEN INC
N	7810 CARVIN ST
D	ROANOKE, VA 24019
0	United States
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14.40	

S	RIC-PURCHASING
H	600 MOUNT PLEASANT AVENUE
I	PROVIDENCE, RI 02908
P	United States
Т	
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	SOFT CONSULTING CES - RIC
Award Number	3675507
Revision Number	0
Effective Period	19-MAY-2020 - 18-MAY-2023
Approved PO Date	19-MAY-2020
Vendor Number	49123

Type of Requisition	ARCH, ENG &
	CONSULT
Requisition Number	1637414
Change Order Requisition Number	
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.

CONTRACT TERM: 5/19/2020 - 5/18/2023

WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR.

PROVIDE ON-CALL PEOPLESOFT CONSULTING SERVICES, ON AN AS-NEEDED BASIS. IN ACCORDANCE WITH THI PROVISIONS OF RFP #7599932 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

HYPERGEN INC. HAS BEEN AWARDED IN THE FOLLOWING CATEGORIES: CAMPUS SOLUTIONS, FINANCIAL SYSTEMS, HUMAN RESOURCES, INTERACTIVE HUB/PORTAL TECHNOLOGY, PEOPLESOFT TECHNOLOGY, PEOPLESOFT UNDERLYING TECHNOLOGY. THE ISSUANCE OF A PURCHASE ORDER IS NO GUARANTEE OF SUBSEQUENT WORK UNDER THIS AWARD.

INVOICE TO		
RIC SPECIAL INSTRUCTIONS	STATE PURCHASING	AGENT
SEE BELOW	3 /t. a	
SEE BELOW, RI. N/A	I things - Mi his year	
United States	Nancy R. McInty	re
	nany n. monty	1 C

VENDOR PRICING IS ATTACHED.

STATE AGENCY CONTACT: BIN YU (401) 456-8050 (401) 456-8160 BYU@RIC.EDU

SUPPLIER CONTACT: Sherry Z. Dyer sales@hypergeninc.com

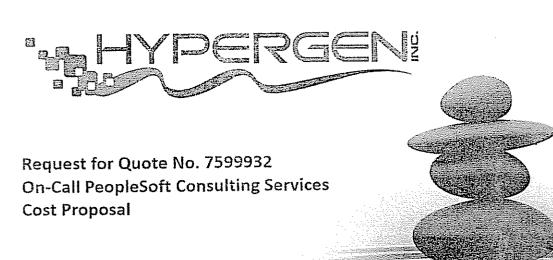
Reference Documents: HyperGen Inc. - Response to

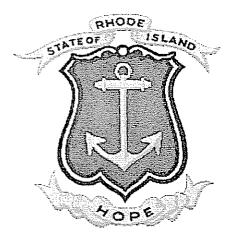
Rhode Island College RFP No. 7599932 - Cost Proposal.pdf

INVOICE TO

RIC SPECIAL INSTRUCTIONS
SEE BELOW
SEE BELOW, RI N/A
United States

STATE PURCHASING AGENT





Prepared for:

Rhode Island Department of Administration
Division of Purchases, 2<sup>nd</sup> Floor
One Capitol Hill
Providence, RI 02908-5855











February 11, 2020

RFP No. 7599932 On-Call PeopleSoft Consulting Services

Rhode Island Department of Administration Division of Purchases, 2nd Floor One Capitol Hill Providence, RI 02908-585S

Dear Sir/Madam:

On behalf of HyperGen Inc., I would like to thank you for the opportunity to present our qualifications in response to your RFP No. 7599932 for On-Call PeopleSoft Consulting Services. As a PeopleSoft Consulting Services industry leader, we offer the functional strength and the technical flexibility to support Rhode Island College's ("RIC") needs.

HyperGen is providing the following pricing for the specific categories in which RIC is seeking On-Call PeopleSoft Consulting Services. HyperGen is providing all-inclusive hourly rates for Onsite Consulting Services as well as Onshore Remote Consulting Services.

If I can provide additional information or further assistance, please do not hesitate to contact me.

Sincerely,

Sherry Z. Dyer

Vice President of Sales

7810 Carvin Street Roanoke, VA 24019

Phone: (800) 497-3744 EXT. 350

Fax: (540) 524-2957

Email: dyers@hypergeninc.com







## STATE OF REODE ISLAND AND PROVIDENCEPLANTATIONS

Rhode Island College Capital Projects Administration 600 Mount Pleasant Avenue Providence, R102908

Request for Quote: Consulting Services
On-Call Peoplesoft Consulting Services at Rhode Island College
RFP 7599932 — Cost Sheet

Firm Name:

HyperGen Inc.

Contact Person:

Turner King

Contact Email:

kingt@hypergeninc.com

Consultant Service	– Year 1	
Technical Expert Consulting Services – On Site	\$165.00	
Technical Expert Consulting Services – Remote	\$140.00	
Business Expert Consulting Services – On Site	\$170.00	
Business Expert Consulting Services – Remote	\$155.00	

Consultant Service – Year 2		
Technical Expert Consulting Services – On Site	\$170.00	
Technical Expert Consulting Services – Remote	\$145.00	
Business Expert Consulting Services – On Site	\$175.00	
Business Expert Consulting Services – Remote	\$160.00	

Consultant Service	– Year 3	
Technical Expert Consulting Services – On Site	\$175.00	
Technical Expert Consulting Services – Remote	\$150.00	
Business Expert Consulting Services – On Site	\$180.00	
Business Expert Consulting Services – Remote	\$165.00	

# State of Rhode Island - Budget Office

Rhode Island Gen. Laws § 42-90-1. Public disclosure required.

- (a) All departments, commissions, boards, councils, other agencies in the government of the state and public corporations shall annually prepare and submit to the budget office by October 1 a list containing:
- (1) The name of any person privatization contractor, or vendor who performed legal, medical, accounting, engineering, or any other professional, technical or consultant service to the department, commission, board, council, agency or public corporation on a contractual basis during the previous fiscal year; and
- (2) The amount of compensation received by each consultant during the previous fiscal year.
- (b) All departments, commissions, boards, councils, other agencies in the government of the state and public corporations shall prepare and submit to the budget office on an annual basis by October 1 a contracting report containing:
- (1) Digital/Electronic copies of all contracts or agreements by which a nongovernmental person or entity agrees with the 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.
- (2) [Deleted by P.L. 2014, ch. 145, art. 9, § 4].
- (c) The budget office shall post electronic/digital copies of all contracts and reports online using the state's transparency portal or an equivalent website, available for public inspection, annually no later than December 1 of each year.

Name of filing entity:	Office of the Postsecondary Commissioner
Reporting period:	FY 2021 (July 1, 2020 - June 30, 2021)
Date submitted:	
Name of submittor:	Linda Makhlouf, Director of Program Administration

Please check the box to the right if this agency has no government consultants to report and is in full compliance with RIGL 42-90-1:

Consultant	Purpose	Amount
OPC		
Husch Blackwell	Legal Services	\$17,625
Jeffry S. Michaelson	Legal Services	\$4,515
Hinkley Allen	Legal Services	\$7,320
Cammack	Investment Advisory	\$48,750
Shannon Gilkey	Consulting for OPC	\$27,563
TRUE North	Lobbyist	\$5,000
Adler Pollock	Legal Services	\$18,855
Burns and Levins	Legal Services	\$3,039
OCD	Auditors	\$26,001
CCRI		
Adler Pollock & Sheehan PC	Legal Services	\$20,829
Aharonian & Associates Inc	A&E Services	\$123,560
Allied Court Reporters Inc.	Interpretation Services	\$11,663
American Arbitration Assc	Arbitration Services	\$325
Association of Governing Boards of Universities a Consulting Services		\$20,000
Brewster Thornton Group Architects,	A&E Services	\$15,910
Collegiate Enterprise Solutions, LLC	Interim Adminstrative Services	\$54,274
Coleman, Rayne	Interpretation Services	\$2,046

# State of Rhode Island - Budget Office

Consultant	Purpose	Amount
Depukat, Rayne	Interpretation Services	\$1,998
Duffy & Sweeney, LTD	Legal Services	\$9,283
Dwyer, Kathleen	Interpretation Services	\$13,625
Earl, Mary E	Interpretation Services	\$1,063
Ellucian Company L.P.	Software Implementation Services	\$17,718
Fay, Carol	Interpretation Services	\$450
Gallatin, Cynthia M	Consulting Services	\$9,200
Gesmer Updegrove	Legal Services	\$77
Giard, Paul R.	Interpretation Services	\$11,205
GM2 Associates, Inc.	A&E Services	\$2,000
GreyCastle Security, LLC	Cyber Security Services	\$151,688
Harrington, John J	Arbitration Services	\$1,125
Heather Anderson	Interpretation Services	\$1,753
Henry, Jonathan B	Interpretation Services	\$1,082
Husch Blackwell LLP	Legal Services	\$563
Interstate ASL Interpreting Service	Interpretation Services	\$3,487
Jehle, Shauna	Interpretation Services	\$266
LDT Consulting	Consulting Services	\$48,500
Maximus Consulting Services Inc	Consulting Services	\$19,500
Michaelson & Michaelson	Legal Services	\$26,503
Mullen Coughlin, LLC	Legal Services	\$22,559
O'Connor & Drew PC	Financial Audit Services	\$69,454
Office of the Post Secondary Commissioner	Adler Pollock and Sheehan	\$34,173
Oliver Hazard Perry Rhode Island Inc	Program Development: Maritime Training	\$71,100
Oliverio & Marcaccio, LLP	Legal Services	\$9,206
Orson and Brusini, Ltd.	Legal Services	\$228
Pannone, Lopes Deveraux & O'Gara ,	Legal Services	\$50
Precision Campus Corporation	Reporting Services Consultant	\$35,000
Remigio, Robert	Interpretation Services	\$1,008
Rev.com, Inc	Closed captioning for college videos	\$328
Robert Ferrilli, LLC	Consulting Services	\$357,445
Robinson & Clapham	Legal Services	\$6,000
Salvatore Saccoccio & Associates Inc	A&E Services	\$1,205
Shirah, Lori	Interpretation Services	\$2,158
Strata Information Group	Consulting Services	\$16,080
Sullivan Law Offices, PC	Legal Services	\$2,975
Teehan, Jan	Greivance Hearing	\$750
William Starck Architects, Inc.	A&E Services	\$4,745
RIC		
Accruent	IT Consultant Service	\$3,750
ACS-ITS Interpreting & Training Services	CART/Interpreting Services	\$19,546
ADIL Business Systems, Inc.	Temporary Personnel Services	\$37,506
Adler Pollock & Sheehan PC	Legal Services	\$35,278

# State of Rhode Island - Budget Office

Consultant	Purpose	Amount
Alario, Anthony, MD	On-Call Physician for Henry Barnard School	\$1,000
Arden Engineering	A&E Services	\$7,500
Arden Engineering	A&E Services	\$7,500
	IT Consultant/Implementation of Customer	
Attain	Relationship Management Software	\$160,255
Be Moore Interpreting, LLC	Interpreting Services	\$4,521
	Consulting Services - Program Development for	
Blue Seats Consulting	FSEHD	\$13,750
Brewster Thornton	A&E Services	\$79,001
Carousel Industries	IT Engineering Services	\$1,050
Castle Branch, Inc.	Background Check Services	\$7,313
Colliers International	Commissioning Services	\$21,375
	Community Healthcare Workers Grant	
Community Resources, LLC	Consultant Services pertaining to Medicare	\$8,500
Core Management Services, LLC	Custodial Services Efficiency Study - Res Halls	\$5,736
Cross-Culture Communication's	Interpreting Services	37,654.00
Crossman Engineering	A&E Services	\$5,489
Curtiss, James	Interpreting Services	\$715
Dionisopoulos, Paul	Physician Services for Student Health Services	\$4,080
Dodd, Timothy J., ESQ	Legal Services	1,296.00
Dorothy Hodge Interpreting Services, Inc.	CART/Interpreting Services	1,971.00
Fay, Carol	Interpreting Services	6,162.00
Giard, Paul	Interpreting Services	\$1,048
GNC Consulting	On-Call Peoplesoft Consulting Services	\$88,523
Heartland Campus Solutions ECSI	Student Loan Processing Services	\$39,000
Henry, Jonathan B.	CART/Interpreting Services	6,940.00
Hypergen Inc.	On-Call Peoplesoft Consulting Services	\$150,363
Interpreter Services for the Deaf	Interpreting Services	\$3,005
Interstate ASL Interpreting Services	Interpreting Services	\$3,821
Jack Faucett Associates, Inc.	Consultant - Economic Impact Study	\$48,876
Joseph J. Reale, Jr., LTD	Legal Services	\$8,739
,	Consulting Sservices to Develop the Title IV-E	
	Stipend Program for the State of RI DCYF	
Kay Casey	Workforce Grant	\$13,150
Knowledge Services	Temporary Personnel Services	\$17,264
-	Psychiatric Physician Services for the Counseling	· · ·
Lifespan Physician Group, Inc.	Center	\$28,700
LLB Architects	A&E Services	\$213,121
Michaelson & Michaelson	Legal Services	\$81,740
Microsoft	Microsoft Support Services	\$54,210

# State of Rhode Island - Budget Office

Consultant	Purpose	Amount
Nelson, Christina L.	Interpreting Services	\$5,338
NV5 (formerly Celtic Energy, Inc.)	Auditor for ESCO Projects	\$5,157
O'Connor & Drew	Auditing Services	\$75,114
OHO Interactive	Web Design & Development Consultants	\$153,743
Olink, Mackenzie	Promotional Video Production Services	\$600
Oliverio & Marcaccio LP	Legal Services	\$43,550
Partners Interpreting	Interpreting Services	\$2,728
Partridge Snow & Hahn, LLP	Legal Services	\$9,998
Protocall Services, Inc.	24/7 HIPA Compliant Helpline	\$17,406
Sacoccio & Associates	A&E Services	\$20,990
Savage Law Partners LLP	Legal Services	\$3,075
Shechtman Halperin Savage LLP	Legal Services	\$9,244
SHI International	IT Consulting Services	\$8,000
	Education Consultant for FSEHD Program	
Simmons, Charlana Yvette	Bridges grant	\$16,500
S-L-A-M Collaborative, Inc.	Consultant - Feasibility Study	\$67,686
Stand Fast: Communications and Consulting	CART/Interpreting Services	\$5,668
Teves, Vlima	Translation Services	\$500
Tighe & Bond, Inc.	A&E Services	\$2,890
Transact	E-Commerce IT Support Services	\$75,462
Triumvirate Environmental	Hazardous Waste Consultant	\$103,567
	Consultant for grant working with DOH &	
Unity Health Engagement	Community Healthcare Workers	\$5,000
	Consultant Services for the RI Collaboration for	
Ure, Christine A.	Interpersonal Education and Practice Grant	\$7,050
Vanasse Hangen Brustlin, Inc.	A&E Services	\$3,476
	Consultant for grant dealing with medication	
	therapy and opiate users and the development	
	of an opioid workforce and behavioral	
Weisman, Daniel	healthcare grant.	\$16,450