

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	DANIEL PENN ASSOCIATES LLC 151 NEW PARK AVE # 106 HARTFORD, CT 06106 United States
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LEAN PROCESS IMPROVEMENT SERVICES - MPA-486	
Award Number	3483215
Revision Number	0
Effective Period	01-SEP-2016 - 31-AUG-2019
Approved PO Date	01-SEP-2016
Vendor Number	19477

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	ARCH, ENG & CONSULT
Requisition Number	
Change Order Requisition Number	
Solicitation Number	CR-47
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:
9/1/16-8/31/19

WITH AN OPTION TO RENEW FOR (2) ONE-YEAR TERMS.

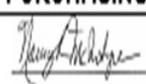
PROVIDE LEAN PROCESS IMPROVEMENT CONSULTING SERVICES IN ACCORDANCE WITH THE PROVISIONS OF CONTINUOUS RECRUITMENT #47/MPA-486. EXECUTIVE BRANCH AGENCIES WILL ACCESS SERVICES ONLY AFTER APPROVAL FROM THE LEAN REVIEW COMMITTEE ESTABLISHED BY THE DEPARTMENT OF ADMINISTRATION, AND ACQUISITION OF THREE QUOTES FROM QUALIFIED MPA VENDORS.

VENDOR PRICING IS ATTACHED.

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>

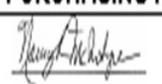
To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT
 Nancy R. McIntyre

STATE AGENCY CONTACT:
ANDREW MANCA
(401) 574-8471
ANDREW.MANCA@OMB.RI.GOV

SUPPLIER CONTACT:
ANTONIO RODRIGUEZ
(860) 232-8577
TONYR@DANIELPENN.COM

Reference Documents: CR-47 DANIEL PENN.pdf

INVOICE TO	STATE PURCHASING AGENT  Nancy R. McIntyre
<p>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</p> <p>To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.</p>	

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

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.

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.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

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.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).



State of Rhode Island
Department of Administration

Lean Process Improvement Services

RFP # 7550832

Due August 31, 2016, 3:30pm (ET)

Cost Proposal

This proposal includes data that shall not be disclosed outside the procuring authority ("Authority") and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in conjunction with, the submission of this data, the Authority shall have the right to duplicate, use, or disclose the data to the extent specified in the resulting contract. This restriction does not limit the Authority's right to use information contained in this data if it is obtained from another source without restriction. The data contained in all of the pages of this proposal is subject to this restriction.

Submitted by:

Daniel Penn Associates, LLC

Minority Owned and Operated

DUNS 03-943-5953



Lean Process Improvement Services Cost Proposal

Daniel Penn Associates, LLC offers the State the following Training rates, which are consistent with the rates offered under MPA-486:

Service / Description	Unit	Price
Lean Module 1: Leadership and Cultural Change		
This module is intended to augment the state's Lean Training Academy and mentorship Program. The module includes services related to coaching, mentoring, and training leaders to help organizations change their culture to become a Lean organization.	Full-Day (7 hours)	\$ 2,500.00
Lean Module 2: Training		
This module is intended to augment the state's Lean Training Academy. The module includes services related to training state employees to understand and apply Lean concepts and tools.	Full-Day (7 hours)	\$ 2,500.00
Lean Module 3: Facilitating Lean Process Improvement		
This module includes the implementation, deployment, measurement, and follow up to Lean process improvement efforts and events as well as project management and facilitation experience and approach.	Full-Day (7 hours)	\$ 2,500.00
Lean Module 1: Leadership and Cultural Change		
This module is intended to augment the state's Lean Training Academy and mentorship Program. The module includes services related to coaching, mentoring, and training leaders to help organizations change their culture to become a Lean organization.	Half-Day (3.5 hours)	\$ 1,450.00
Lean Module 2: Training		
This module is intended to augment the state's Lean Training Academy. The module includes services related to training state employees to understand and apply Lean concepts and tools.	Half-Day (3.5 hours)	\$ 1,450.00
Lean Module 3: Facilitating Lean Process Improvement		
This module includes the implementation, deployment, measurement, and follow up to Lean process improvement efforts and events as well as project management and facilitation experience and approach.	Half-Day (3.5 hours)	\$ 1,450.00
Lean Module 1: Leadership and Cultural Change		
This module is intended to augment the state's Lean Training Academy and mentorship Program. The module includes services related to coaching, mentoring, and training leaders to help organizations change their culture to become a Lean organization.	Hourly	\$ 325.00
Lean Module 2: Training		
This module is intended to augment the state's Lean Training Academy. The module includes services related to training state employees to understand and apply Lean concepts and tools.	Hourly	\$ 325.00
Lean Module 3: Facilitating Lean Process Improvement		
This module includes the implementation, deployment, measurement, and follow up to Lean process improvement efforts and events as well as project management and facilitation experience and approach.	Hourly	\$ 325.00
Alternate Fee Structures (OPTIONAL)		
Lean Module 4: Kaizen Preparation Support		
This module includes the assessment, planning, prioritization and preparation leading up to a Lean kaizen event.	Full-Day (7 hours)	\$ 2,500.00
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This module includes the assessment, planning, prioritization and preparation leading up to a Lean kaizen event.	Half-Day (3.5 hours)	\$ 1,450.00
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Hourly Rate Quote

The hourly rate applies to either (1) time added to a half-day or full-day assignment, or (2) time providing phone or internet coaching and/or support. If the consultant is required to be on-site, either the half-day or full-day rate will apply. The following examples qualify this billing:

- If a consultant is asked to spend an additional hour on a full-day or half-day assignment, the hourly rate for that additional hour will apply.
- If a consultant is asked to be on-site for 1 to 3 hours, then the half-day rate will apply.
- If a consultant is on-site for a half day and is asked to spend 2 or more hours on-site, the full-day rate will apply.
- If a consultant is called for telephone/internet coaching or support assistance, the hourly rate will apply.

Travel & Living Expenses

Our consultants are approximately 2 hours driving distance of Rhode Island and our rates are inclusive of their travel and living expenses. We assume any out-of-area contacts, if required, can be made through telephone and/or internet means and do not require actual visits.

Other Direct Costs

Other direct costs (e.g., printing, copying, overnight deliveries, presentation materials, or any other miscellaneous costs) may be incurred in the course of this work and will be so incurred at the direction and approval of the State. These costs will be invoiced at actual cost. The State may also choose to direct us to a supplier(s) and/or provide the goods or services themselves.

Invoicing and Payment

Given the Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (MBE) status of the offeror, we respectfully request consideration of the following invoicing and payment arrangement:

- Invoicing on a bi-weekly basis
- Payment within 15 days of the date of the invoice
- Payment by electronic funds transfer

On-Site Working Accommodations

While our consultants are on-site at your facilities, we request reasonable accommodations to perform our work, which includes office/work room and/or desk space, telephone, network and internet access using our laptop computers, and the use of copier, facsimile, and computer printer equipment. If we are required to conduct presentations, training or working group sessions, we request that you provide the meeting room, projection equipment and screen, white board, markers, erasers, flip charts, etc., as appropriate.