



**Solicitation Information
April 7, 2016**

RFP #7550493

TITLE: Technical Assistance and Support Services – RI Department of Education – MPA-210

Submission Deadline: Thursday, May 6, 2016 at 2:00 PM (ET)

Questions concerning this solicitation must be received by the Division of Purchases at gail.walsh@purchasing.ri.gov no later than **Monday, April 18, 2016 at 5:00 PM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

GAIL WALSH
CHIEF BUYER

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Request for Proposals
TECHNICAL ASSISTANCE & SUPPORT SERVICES - EDUCATION

The Rhode Island Department of Administration, Division of Purchases, on behalf of the Rhode Island Department of Education (RIDE), is requesting proposals and statements of qualifications from interested individuals and organizations to provide support services and technical assistance to RIDE on an as-needed basis by entering into a Master Price Agreement (MPA) with the State of Rhode Island, in accordance with the terms of this solicitation and the General Conditions of Purchase (available at www.purchasing.ri.gov).

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

INSTRUCTIONS AND NOTIFICATIONS TO BIDDERS:

Potential offerors are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and may not be considered. PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES WILL NOT BE CONSIDERED. The "Official" time clock is in the reception area of the Division of Purchases.

It is intended that an award pursuant to this Request for Proposals will be made to prime contractor(s) who will assume responsibility for all aspects of the work. Joint ventures shall be considered, so long as the contractor's duties and responsibilities are clearly articulated in such form as acceptable to the State. Subcontractors are permitted, provided their use is clearly indicated in the offeror's proposal and the subcontractor(s) to be used are identified in the proposal.

All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.

In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This will be a requirement only of the successful bidder (s).*

Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

Also, Submitters should be aware of the State's MBE requirements, which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8670 or Dorinda.keene@doa.ri.gov. Visit the website <http://www.mbe.ri.gov>.

Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

Equal Employment Opportunity (RIGL 28-5.1)

§ 28-5.1-1 Declaration of policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via email raymond.lambert@doa.ri.gov.

RIGL 37-13-3.1 State public works contract apprenticeship requirements. * (a)
Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

BACKGROUND/OVERVIEW

The Rhode Island Department of Education (RIDE) is faced with the task of meeting increased state and federal mandates to improve school and student performance in an environment of limited resources and constrained growth in state government. Furthermore, much of the needed expertise is focused on qualifications needed for a limited term. For these reasons, RIDE has an ongoing need to engage consultants/agencies with a variety of high-level skills and content expertise. This Request for Proposal (RFP) is to solicit responses to establish an education consultant master price agreement (MPA), which will allow RIDE to access services for small projects in a timely fashion. No estimate or commitment to a specific level of spending or to a specific project is made by this request. All projects authorized under the MPA that result from this request will be supported by a written agreement that details the scope of work, tasks, deliverables, project schedule and budget. Vendors selected under this solicitation will be placed on a qualified vendor list and will be subject to the state's General Conditions of Purchase (available at www.purchasing.ri.gov), the terms of this request, and any specific terms and conditions set forth in the MPA. **Vendors choosing to not bid on this RFP will still be eligible to bid on other RIDE RFPs.**

SCOPE OF THE WORK

In June 2015, the Council on Elementary and Secondary Education adopted the next strategic plan for public education in our state. The plan is built around the following values: autonomy, diversity, equity, personalization, preparedness, safety, and support; and encompasses the following six priorities that will guide RIDE's work and thinking about public education over the next five years:

Teacher and Leader Support, which includes:

- Improved educator and leader preparation
- High-quality, relevant professional development
- Focused training for educators working in urban schools
- Effective practices in personnel management

Early Childhood Education, which includes:

- Collaboration and coordination
- A focus on quality standards
- Targeted high-quality pre-kindergarten
- Full-day kindergarten

Personalized Learning Statewide, which includes:

- Building statewide capacity to personalize
- Blended and digital learning
- Career readiness and pathways

Globally Competent Graduates, which includes:

- Social and emotional learning and wellness
- Cultural competency
- Dual-language and world-language instruction

Informed Instructional Decision-Making, which includes:

- Data and assessment literacy for educators
- Multiple-measure systems that include authentic assessment
- Balanced and useful assessment systems
- Stakeholder understanding and engagement

Student-Centered Resource Investments, which includes:

- Increased resource flexibility
- Improved use of fiscal data
- Improvement of the state funding formula
- Responsible state and district resource investment
- Improved school facilities

Each priority area in the plan includes a summary of the key expected outcomes, strategies RIDE put into action to achieve these expected outcomes, and strategies and schools, school districts, and other partners can put into action to help Rhode Island achieve the goals of this Strategic Plan.

Aligned with the strategic plan are other state and federal mandates that RIDE must comply with. States must improve student proficiency against agreed upon standards and establish systems of state and local accountability in achieving student proficiency for all students including those with special needs and limited English proficiency. States must ensure teacher quality in support of improved student performances. States must intervene when schools do not meet performance targets over time. There must be public reporting of information and parent involvement in education. The data needed to assess student performance and to meet accountability requirements has spurred tremendous development of management information systems and requires a tremendous amount of data analysis. Schools need support in leadership, teacher professional development, and the health and safety of students.

This solicitation seeks expert skills and knowledge in support of this work, and technical assistance or support services in the areas of educational standards, curriculum development, assessments, school reform, school improvement, student health and social services systems, community and parent involvement, special needs populations, professional development, technology planning and operations, public information and dissemination, strategic planning, budgeting and management, management information systems, program evaluation, and grant writing and resource development.

In general, applicants must have excellent written and oral communications skills; the ability to interact effectively with a wide variety of constituencies; the ability to develop and provide effective training and professional development; the ability both to work collaboratively and direct the work of practitioners in support of goals such as developing curricula; and the ability to analyze information and think critically in developing policies and procedures. Respondents must also be able to cope with a high degree of variety of work, manage complex and demanding activities, meet agreed-upon timelines, work independently and adjust project goals and activities in response to formative evaluation and/or other feedback. **Sample skills that RIDE may be seeking include, project facilitation, analysis and research, program monitoring, quality reviews, training, document drafting/review, liaison services, or strategic advice.**

Appendix A contains a summary of the tasks/skill sets for this bid. Bidders should submit one proposal and set of qualifications. Vendors submitting multiple technical proposals will not be considered.

Appendix B includes a list of the divisions/offices at RIDE. Vendors may bid on a specific division to be included on this master price agreement. However, all divisions/offices will be eligible to contact any vendor on this list to determine if they will be able to assist with a specific project.

Appendix C contains a sample agreement that will be executed with each qualified vendor when and if an actual request for work is made against the MPA. This agreement contains RIDE protocols for things such as ownership of materials and equipment, and bidders must abide by all articles in Section I of the agreement.

TERMS OF THE AGREEMENT

The Master Price Agreement will begin upon issuance of a state purchase order (on or about **July 1, 2016**) and end **June 30, 2021**. The State retains the option of granting a time extension of up to **12 months**.

COST PROPOSAL

Cost proposals should specify the hourly rate(s) for consultant services by task/skill set outlined in Appendix A. The consultant hourly rate must be inclusive of **all** costs borne by the vendor, including fringe benefits, travel, office expenses, and indirect costs. Offerers are to price their services for the term of the MPA by state fiscal year (July 1st through June 30th). If only one set of prices are offered, that pricing will remain constant through the term of this MPA. **Any proposal other than hourly rate, such as daily rate and/or fixed price services, will not be considered.**

Please note that reimbursement for travel within the continental United States will be limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at www.gsa.gov/perdiem.

Costs are a weighted factor in the bid evaluation process and may have a considerable impact on which vendors are selected for use under the MPA.

Placement of a vendor on the MPA **does not** guarantee income. Vendors will be contacted by RIDE on an as needed basis, and all actual costs for each project will be negotiated upon award of a specific project to a specific vendor under this MPA. **Individual vendor awards under this MPA are capped at \$50,000, with an annual cap of \$100,000.**

This MPA is primarily for small miscellaneous projects that may occur in a given fiscal year and require a quick turnaround. Most projects will continue to be posted as separate bids. Vendors do not have to apply for this MPA to qualify to bid on future RIDE projects. This bid is not intended to be an all encompassing list of vendors that RIDE can contract with.

As indicated, the cost proposal should include the fully loaded consultant rate(s). Awards under this solicitation will be for a certain number of hours at the given rate. Separate costs will only be considered if they are a requirement of the project specifications (meeting expense, printing, etc.). If separate costs are allowable, they will be clearly identified in the project specifications submitted by the program staff.

ADDITIONAL CONTRACTOR REQUIREMENTS/QUALIFICATIONS

The technical proposal **shall not exceed 10-15 pages**. Additional supporting documentation that may assist in the evaluation may be included, but the total technical proposal shall not exceed 25 pages. The cost proposal pages can be additional and do not need to be factored into the page count limit.

Only bidders who are not retired state employees receiving a state pension through the Employee Retirement System may respond to this request.

Bidders must meet all the requirements of an independent contractor and will not be considered as employees of the State of Rhode Island in any capacity.

PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at the address on the cover sheet of this solicitation and no later than the date & time listed.

Send your questions in Microsoft Word format. Please reference the RFP# on all correspondence. Questions received, if any, will be posted and answered on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. For computer technical assistance, call the help desk at (401) 222-3766 or Lynda.moore@doit.ri.gov.

Proposals (an original plus 4 copies) should include the following:

1. A completed and signed three-page RIVIP Bidder Certification Cover Form, available at www.purchasing.ri.gov.

3. Cost Proposal **(30 points)**

- This evaluation criterion will focus on the appropriateness, reasonableness, and competitiveness of the cost proposal, comprised of the respondent's comprehensive hourly rate(s). If multiple hourly rates are submitted, an average of the rates will be used for scoring purposes. Because we anticipate a diverse range of services in the proposals, RIDE reserves the right to group bids by category/type of service to evaluate the cost proposals.

A Selection Committee will evaluate submitted proposals on the basis of the above criteria items. Consultant Teams may be invited to appear before the Committee for in-person presentations. The Committee will then make a qualifications based recommendation for final selection to the Rhode Island State Purchasing Agent, or her designee, who will make the final award decision.

To advance to the cost evaluation phase, the technical proposal must receive a minimum of 50 out of a maximum of 70 technical points. Any technical proposals scoring less than 50 points will not have the cost proposals opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 50 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in the cost category, bringing the potential maximum score to 100 points.

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all responses, and to award in its best interest.

Responses found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The State reserves the right to reject any or all responses submitted and to waive any informalities in any vendor's submission.

A notice of bid protest pursuant to R.I. General Law 37-2-52 must be filed with the chief purchasing officer by the protestor in accordance with the guidelines provided in Section 1.6 of the State of Rhode Island Procurement Regulations, which can be accessed at the following link:

<http://www.purchasing.ri.gov/RIVIP/publicdocuments/RULES2011/SEC1.pdf>

The contract agreement resulting from this award will include all provisions outlined in Title 2 of the Code of Federal Regulations, Chapter 2, Appendix II to Part 200. These provisions can be accessed at the following link: www.ecfr.gov

APPENDIX A
 Technical Assistance and Support Services

The following table outlines the types of education consulting services that RIDE may be seeking to procure from this solicitation. Bidders shall submit their hourly rates by category and division (see Appendix B for a list of RIDE’s divisions). If only one hourly rate is submitted, that rate will be applicable to all consulting categories and divisions. If the rate will change from one fiscal year to the next, please clearly reflect the hourly rates by fiscal year.

| Division | Hourly Rate | | | |
|--------------------------|---------------------------------|-----------------------|---------------------------------------------------|---------------------------------|
| | Accelerating School Performance | Commissioner’s Office | Educator Excellence & Instructional Effectiveness | Fiscal Integrity & Efficiencies |
| Project Facilitation | | | | |
| Data Analysis | | | | |
| Research | | | | |
| Program Monitoring | | | | |
| Quality Review | | | | |
| Training/Support | | | | |
| Document Drafting/Review | | | | |
| Liaison Services | | | | |
| Strategic Advice | | | | |
| Fiscal Coordination | | | | |
| Other: (please describe) | | | | |

APPENDIX B

Technical Assistance and Support Services for each Division within the Rhode Island Department of Education (RIDE)

- Division of Accelerating School Performance
 - Office of Student, Community & Academic Supports
 - Academic & Student Support Programs
 - Diverse Learners
 - Safe & Healthy School Programs
 - Office of Multiple Pathways
 - Secondary Reform
 - Adult Education
 - Virtual Learning & Innovation
 - Office of Transformation
 - Intervention Supports
 - Charter Schools
- Division of Educator Excellence and Instructional Effectiveness
 - Office of Educator Quality
 - Teacher Certification
 - Office of Instruction, Assessment, & Curriculum
 - Early Childhood Education
 - Data & Analysis
- Division of Fiscal Integrity and Efficiencies
 - Office of Finance
 - Office of Information Systems
 - Office of Human Resources
 - Office of Statewide Efficiencies
 - Nutrition
 - School Construction
 - Transportation
- Office of the Commissioner
 - Legal

APPENDIX C

Contract Template for use
With
Qualified Vendor



State of Rhode Island and Providence Plantations
DEPARTMENT OF EDUCATION
Shepard Building
255 Westminister Street
Providence, Rhode Island 02903-3400

CONTRACT AGREEMENT

BETWEEN: Rhode Island Department of Education
Office of Educator Quality and Certification
255 Westminister Street
Providence, Rhode Island 02903

AND:

FEIN: XX-XXXXXX

RELATING TO:

Work and activities by **Vendor** to be undertaken in accordance with the attached SECTION I Terms and Conditions and SECTION II Work Program Specifications in consideration of compensation to be paid by the Rhode Island Department of Education (RIDE) as set forth in SECTION III Budget.

THIS CONTRACT IS NOT VALID OR LEGALLY BINDING UNTIL SIGNED BY BOTH PARTIES AND A PURCHASE ORDER HAS BEEN ISSUED BY THE OFFICE OF PURCHASES. DO NOT PERFORM ANY WORK ON THIS CONTRACT UNTIL A PURCHASE ORDER IS ISSUED.

ACCEPTED:

RHODE ISLAND DEPARTMENT
OF EDUCATION

VENDOR

Ken Wagner, Ph.D.
Commissioner

[NAME]
[TITLE]

DATE: _____

DATE: _____

SECTION I (continued)

Article 1

Parties to Agreement. This Agreement is made by and between the Rhode Island Department of Elementary and Secondary Education (RIDE) and the party specified in SECTION I A1 (the Contractor).

Article 2

Period of Performance. This Agreement will be effective on the starting date as specified in SECTION I A2 and, unless renewed or extended, will expire on the termination date as specified in SECTION I A2. It is understood and agreed by and between the parties that this Agreement covers work and services to be provided by the Contractor for the period specified in SECTION I A2.

Article 3

Modification of Agreement. This Agreement may be amended or extended by mutual written consent provided that such consent may not be unreasonably withheld, and further provided, that there is a fiscal appropriation for any extension.

Article 4

Contract Officer. The Contractor agrees to maintain close and continuing communication with the RIDE contract officer, as specified in SECTION I A3, throughout the performance of work and services undertaken under the terms of the Agreement. The contract officer is responsible for authorizing all payments made by RIDE to the Contractor under this Agreement.

Article 5

Project Officer. The project officer, as specified in SECTION I A4, is responsible for coordinating and reporting work performed by the Contractor under this agreement.

Article 6

Delays. Whenever the Contractor has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, the Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to RIDE.

Article 7

Funding. In consideration of work and services performed by the Contractor in accordance with SECTION II of this Agreement, RIDE agrees to reimburse the Contractor for allowable costs incurred by the Contractor under this Agreement in an amount not to exceed the amount specified in SECTION I A5 and in accordance with estimated expenditures as set forth in SECTION III Budget. Reimbursement for travel within the continental United States is limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at: www.gsa.gov/perdiem. RIDE shall process all invoices within 30 days of date of invoice. All payments are provisional pending the final audit by appropriate state and/or federal officials.

Article 8

Federal Funding Provisions. Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDE. The provisions of Article 7 and SECTION III notwithstanding, the Contractor agrees to make claims for reimbursement under this Agreement in accordance with federal policies governing allowable costs to be charged against federal grants. The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

In executing this Agreement the Contractor is serving as grantee or independent contractor under a federal grant or contract between the federal government and RIDE. The master grant award or cooperative agreement made to RIDE by the federal government governing activities under this Agreement is, therefore, made a part of this agreement. The Contractor specifically agrees to abide by all applicable federal requirements for grantees, contractors, or independent contractors receiving federal funds including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement and in 2CFR Chapter 1, Chapter II, Part 200, et.al.; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Article 9

Prepayment. Articles 7 and 8 notwithstanding, prepayment will be allowed provided that it is requested and approved under the appropriate mechanism and subsequently accounted for with proper documentation.

Article 10

Administrative, Contractual, or Legal Remedies. The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by RIDE to the Contractor. Breach of contract disputes will be resolved in accordance with Section 1.5 of the State of Rhode Island Procurement Regulations.

Article 11

Termination of Agreement. In the event that either of the parties materially fails to perform its obligations under this Agreement, the other of the parties may terminate this Agreement upon written notification of termination setting forth the nature of the failure to perform said obligations under this Agreement. Prior to termination, the terminating party shall give the other party thirty (30) days to cure the alleged defect or otherwise commence activities designed to remedy the alleged defect.

RIDE may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance notice in writing to the Contractor. The above mentioned sixty (60) days written notice notwithstanding, the State expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Contractor in the event that the funding underlying the participation of RIDE is eliminated, limited or curtailed.

In the event of termination by either party, all property and finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be assigned as described herein in Article 17. Notice of the effective date of termination will include the reports that must be completed.

In the event of termination by either party, final payment by RIDE to the Contractor for work and services provided by the Contractor under this Agreement up to the effective date of termination shall be made in proportion to work completed and allowable expenses incurred, in accordance with the principles of cost reimbursement, agreements and contracts. Notwithstanding the foregoing, costs related to any reports required to be completed after the effective date of termination will be reimbursed. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Contractor; and RIDE may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to RIDE from the Contractor is determined.

Article 12

Indemnification and Insurance. The Contractor shall hold harmless and indemnify the State of Rhode Island, RIDE, and their officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including the cost of defending any action (including reasonable attorneys fees), which arise out of or are connected with, or are claimed to arise out of or be connected with any of the services provided to the State under this Agreement. The foregoing provision shall not be deemed to be released, waived or modified by reason of any insurance provided by the Contractor under the provisions of this Agreement. Contractor agrees to add the State of Rhode Island and RIDE as additional insureds under its general liability policy and to provide RIDE with a certificate of insurance verifying that the State and RIDE are additional insureds under said policy.

Article 13

Recordkeeping/Inspection of Records and Reports. The Contractor agrees to keep discrete financial records of expenditures made under this Agreement, including time records of employees whose work is to be charged in whole or in part to this Agreement; to maintain such records in accordance with standard accounting practices; to make such records available on request to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with 2CFR Chapter I, Chapter II, Part 200 Subpart F, Audit Requirements, if applicable, and to keep such records on file until the final audit of RIDE records under the federal grant

funding of this Agreement, or until such time as federal provisions permit the records to be discarded. All management correspondences that accompany audit reports must be sent to RIDE. If a client served by this contract is charged for service, the Contractor must report this income.

Article 14

On-Site Inspection. The Contractor agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this Agreement by officials of the RIDE, its designee, and, where appropriate, the federal government.

Article 15

Partnership. It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of RIDE.

Article 16

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Article 17

Proprietorship. RIDE and the Contractor shall be considered Joint Owners (as that term is defined by US Copyright Law) of all intellectual property including finished or unfinished documents, computer software, data studies, and reports prepared or acquired by the Contractor under this Agreement and for which reimbursement was claimed under this Agreement. RIDE will own all tangible property and equipment acquired by the Contractor under this Agreement and for which reimbursement was claimed under this Agreement. The Contractor further understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to the Contractor under this Agreement or with funds identified by the Contractor as matching expenditures under this Agreement. The Contractor agrees to maintain an equipment inventory list under this Agreement and to identify related equipment properly for inspection.

Article 18

Copyright. Reports or other documents produced in whole or in part under this Agreement shall either bear no copyright notice or indicate that the Contractor and RIDE are Joint Owners of the copyright.

Article 19

Rights to Inventions Made. If the award meets the definition of a "funding agreement" under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business or non-profit or organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding

agreement”, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Article 20

Publicity. The Contractor will give due credit to RIDE and the appropriate state and/or federal agencies. RIDE will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to the Contractor on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

Article 21

Interest of the Contractor. The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 22

Equal Employment Opportunity. The Contractor agrees to abide by applicable provisions of 41 CFR Part 60-1.4 and Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin under any program or activities undertaken in behalf of this Agreement. In addition, the Contractor agrees to establish a procedure for complaint from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

Article 23

Drug Free Workplace Policy. The Contractor agrees to maintain and enforce its Drug Free Workplace Policy. The Contractor acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE’s option, result in termination of this Agreement.

Article 24

Environmental Tobacco Smoke. The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers

whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Article 25

Subcontracts. Any proposed subcontract under this Agreement shall be submitted to the Rhode Island Department of Elementary and Secondary Education contract officer for approval prior to execution. Failure to comply with the provisions of this article could result in denial of reimbursement for such non-approved sub contractual services.

Article 26

Department of Administration's Approval. This Agreement shall take effect upon the issuance of a purchase order by the Department of Administration's Division of Purchases.

Article 27

Licensure/Certification. The Contractor shall have any and all licenses necessary to operate his/her facility in place prior to the start date of this Agreement and for the duration of the contract period. Further, all personnel delivering RIDE services shall be licensed/certified and/or registered as required by law.

Article 28

Byrd Anti-Lobbying Amendment (45 CFR 2543.87). The Contractor must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including, but not limited to those covered under 31 U.S.C. Section 1352.

Article 29

Incorporation by Reference and Interpretation. The State Purchasing Act, the State Purchasing Regulations and the State of Rhode Island Office of Purchases General Conditions of Purchase are incorporated herein by reference, hereinafter collectively referred to as the State's General Conditions of Purchase. This Agreement consists of the following contract documents: (a) this Agreement; (b) the Proposal and (c) the RFP and Purchase Order, all of which may be collectively referred to throughout this Agreement as "Contract Documents." In the event any conflict shall arise among the provisions of the foregoing documents, said conflict shall be resolved by giving priority to the documents in the order set forth above.

Article 30

Laws of Rhode Island and Venue. It is expressly agreed by the Parties that this Agreement shall be governed by the laws of the State of Rhode Island. Jurisdiction and venue for any and all legal actions, whether arising in law and/or equity, shall be brought in the Rhode Island Superior Court, in, with, and for the County of Providence, State of Rhode Island.

Article 31

Suspension and Debarment. Non-federal entities are prohibited by Federal Executive Orders 12549 (3 CFR 1986 Comp., p.189) and 12689 (3 CFR 1989 Comp., p. 235) from

contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. By signing this Agreement the Contractor certifies that the organization and its principals are not suspended or debarred, proposed for disbarment, declared ineligible, or voluntarily excluded by any federal agency from federal procurement and non-procurement programs.

Article 32

Davis-Bacon Act. For prime construction contracts in excess of \$2,000, the Contractor must comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Article 33

Contract Work Hours and Safety Standards Act. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 USC 3702-3704, as supplemented by the Department of Labor regulations (29 CFR Part 5)).

Article 34

Clean Air and Federal Water Pollution Control Acts. For contracts in excess of \$150,000, the Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

Article 35

Recovered Materials. The Contractor must comply with the Section 6002 of the U.S. Environmental Protection Agency's Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (October 21, 1976) which encourages the use of recovered materials and promotes buy-recycled efforts.

SECTION II

I. BACKGROUND/OVERVIEW/PURPOSE:

II. SCOPE OF THE WORK:

III. PAYMENT TERMS:

APPENDIX A

BUDGET

The Contractor estimates that its budget for work to be performed under this Agreement is as follows:

| <u>Expense Category</u> | <u>Estimated Expenditures</u> | | | |
|---------------------------------|-------------------------------|--------|--------|--------|
| | Year 1 | Year 2 | Year 3 | Year 4 |
| 1. Employee Salary and Benefits | 0 | 0 | 0 | 0 |
| 2. Purchased Services | 0 | 0 | 0 | 0 |
| 3. Supplies and Materials | 0 | 0 | 0 | 0 |
| 4. Travel | 0 | 0 | 0 | 0 |
| 5. Printing | 0 | 0 | 0 | 0 |
| 6. Office Expense | 0 | 0 | 0 | 0 |
| 7. Other: <i>(describe)</i> | 0 | 0 | 0 | 0 |
| 8. | 0 | 0 | 0 | 0 |
| Subtotal | 0 | 0 | 0 | 0 |
| Indirect Cost * | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 |

It is understood and agreed that the amounts indicated above for the several line items are estimates of expenditures to be incurred by the Contractor on behalf of this Agreement and to be claimed by the Contractor for reimbursement under this Agreement. It is further understood and agreed that actual expenditures may vary from the estimates set forth above and that such variations shall not in themselves be cause for disallowance of reimbursement by RIDE; provided, however, that the Contractor shall notify the contract officer of the variance and obtain pre-approval, in writing; and provided further that unless permission of the contract officer shall have been obtained in advance, no expenditure shall be claimed by the Contractor for reimbursement by RIDE under this Agreement if such expenditure shall have been incurred in a line item category not listed above. Transfer of funds between categories requires prior written approval by RIDE. In no event shall the total amount of reimbursement claimed by the vendor under this agreement exceed the total approved contract amount.

**** Attach a copy of the approved indirect cost documentation***

BUDGET DETAIL SHEET *
 FISCAL YEAR _____

EMPLOYEE SALARY AND BENEFIT DETAIL (TOTAL COMPENSATION)**

| NAME | POSITION TITLE | NUMBER OF HOURS | HOURLY RATE (including benefits) | SALARY and BENEFIT TOTAL \$ |
|----------------------|----------------|-----------------|----------------------------------|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL REQUEST | | | | |

PURCHASED SERVICES DETAIL

| NAME | POSITION TITLE | HOURS | HOURLY RATE \$ | TOTAL \$ |
|----------------------|----------------|-------|----------------|----------|
| | | | | |
| | | | | |
| TOTAL REQUEST | | | | \$ |

OTHER EXPENDITURES DETAIL

| EXPENSE CATEGORY | DESCRIPTION | TOTAL |
|--------------------------|-------------|-------|
| Supplies and Materials | | |
| Travel *** | | |
| Printing | | |
| Office Expense | | |
| Other: <i>(describe)</i> | | |
| Indirect Cost | | |

Total \$

* Please include a detail budget sheet for each state fiscal year (July 1st – June 30th)

** Please round hourly rates to the nearest whole dollar and ensure there are no rounding differences with the extended totals.

*** Reimbursement for travel within the continental United States is limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at www.gsa.gov/perdiem.