



Solicitation Information
13 Oct 11

Letter of Interest # 7449134

Title: Commissioning Services - RIDE

Submission Deadline: 10 Nov 11 @ 10:30 AM (Eastern Time)

Questions concerning this solicitation must be received by the Division of Purchases at questions@purchasing.ri.gov no later than 28 Oct 11 at 12:00 Noon (ET) .Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP / LOI # 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

Jerome D. Moynihan, C.P.M., CPPO
Assistant Director for Special Projects

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

Note to Vendors:

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

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Request for Letters of Interest
Commissioning SERVICES

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 Commissioning Services 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).

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

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. The "Official" time clock is in the reception area of the Division of Purchases.

In accordance with Title 7, Chapter 1.1 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.

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) 574-8253 or cnewton@gw.doa.state.ri.us 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 LOI.

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 raymond1@gw.doa.state.ri.us

Subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

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.

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.

Background/Overview

The Rhode Island Department of Education (RIDE) School Construction Regulations require that all school construction projects procure the services of an independent engineering Commissioning Agent. Commissioning is the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to perform in conformity with the design intent of a project. The Commissioning Agent must be secured prior to the design phase of the project. The Commissioning Agent must be independent, and be procured separately from the construction contract. The Commissioning Agent will be responsible for enforcement of the regulations for the project during the design, construction, and operational acceptance process. During schematic design and design development, the Commissioning Agent will verify that all standards have been met through meetings with the design team and review of plans submitted by the design team. The Commissioning Agent will continue to monitor compliance with these regulations through the development of construction documents and through the construction process to ensure that all building systems, mechanical and lighting equipment, and specifications are in compliance with regulations, included in and consistent with all plans, construction documents, and cost estimates.

This Letter of Interest is to solicit responses that are aligned with the School Construction Regulations so that services may be obtained in a timely fashion for specific projects of work. No estimate or commitment to a specific level of spending or to a specific project is made by this request; however, 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 the qualified vendor list for MPA #XXX 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 MPA #XXX (MPA #, and award, issued at a later date)

SCOPE OF THE WORK

The Commissioning Agent must:

- Bring the owner's needs and project requirements to the forefront at each phase of the project to ensure that the finished project will meet expectations;
- Improve the building's overall performance by optimizing energy-efficient design features and directly addressing issues like equipment performance testing and system integration; and
- Verify that building staff members are well-trained and possess the documentation they need to operate and maintain the building's systems and equipment after turnover.

In general, applicants must have excellent written and oral communications skills; the ability to interact effectively with a wide variety of constituencies; and American Society

of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards and Northeast Collaborative for High Performance Schools (NECHPS) protocol knowledge. Respondents must also be able to cope with a high degree of variety of work, manage complex and demanding activities, meet agreed-upon timelines, and work independently.

Appendix A contains budget detail sheets.

Appendix B contains a sample scope of work for a Commissioning Agent.

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 January 1, 2012) and end June 30, 2015. The State retains the option of granting a time extension of up to 12 months.

COST PROPOSAL

Offerers are to price their services for the term of the MPA. Cost proposals should specify pricing for year 1 (approx. 6 months), year 2, year 3, year 4 and the option year 5. If only one set of prices are offered, that pricing will remain constant through the term of this MPA.

The cost proposal for each year must be prepared using the budget detail sheets found in Appendix A. These forms require the bidder to indicate the hourly rates for salary and fringe by name (if available) and position title for all personnel that may work on a project. The form provides space for the cost of consultants that the bidder may hire and for other expenses that the bidder may charge. Actual names are not required, and position titles for staff and consultants whose names are to be determined (TBD) may be indicated.

Costs, as evidenced by hourly rates or per diem fees, 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 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. If selected for a specific project, vendors will have an opportunity to review project specifications to determine the appropriate number of hours for the job. The maximum hourly rate(s) will be the rate(s) included with the cost proposal.

Proposal Submission

Questions concerning this solicitation may be e-mailed to the Division of Purchases at questions@purchasing.ri.gov no later than the date & time listed on the cover sheet of this solicitation. Send your questions in Microsoft Word format. Please reference the LOI # 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 helpdesk at 401-222-3766

Letters of Interest to provide the services covered by this request must be received by the Division of Purchases on or before the date & time indicated on page one of this solicitation.

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.
2. A Cost Proposal as described above.
3. A *separate* Technical Proposal describing the qualifications and background of the applicant and experience with similar programs, as well as the work plan or approach proposed for this requirement.
4. A completed and signed W-9 (taxpayer identification number and certification). Form is downloadable at www.purchasing.ri.gov.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CDRom or flash drive). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested. This CD / flash drive should be included in the proposal marked "original".

Proposals, clearly marked "LOI # 73449134: Commissioning Services – Education", should be delivered to:

Department of Administration
Division of Purchases
One Capitol Hill
Providence, Rhode Island 02908

The bidder assumes all responsibilities for proposals submitted by mail or commercial delivery service. Proposals misdirected to other state locations or which are otherwise not present in the Office of Purchases at the time of opening, for any cause, will be determined to be late and may not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered.

Technical Proposal Required Elements / Evaluation Criteria

Responses will be evaluated using the following criteria:

1. Relevant Experience (as evidenced by prior experience with commissioning services) (40 points)
2. Qualifications of Available Staff (as evidenced by resumes of staff who may be provided to perform commissioning services) (20 points)
3. Capacity (as evidenced by the vendor's ability to supply qualified staff upon short notice) (20 points)
4. Cost (as evidenced by hourly rate) (20 points)

Offerors must receive a minimum of 70 technical points, out of a possible 100, to gain status as an approved service provider on MPA # XXX. Placement on the Master Price Agreement approved service provider list is no guarantee of income. The State reserves the right to negotiate pricing.

NOT WITHSTANDING THE ABOVE, THE STATE RESERVES THE RIGHT TO AWARD ON THE BASIS OF COST ALONE, TO ACCEPT OR REJECT ANY OR ALL OPTIONS, BID PROPOSALS, AND TO ACT IN ITS BEST INTEREST.

PROPOSALS FOUND TO BE TECHNICALLY OR SUBSTANTIALLY NON-RESPONSIVE AT ANY POINT IN THE EVALUATION PROCESS WILL BE REJECTED AND NOT CONSIDERED FURTHER.

THE STATE MAY, AT ITS SOLE OPTION, ELECT TO REQUIRE REPRESENTATION (S) BY OFFERORS CLEARLY IN CONSIDERATION FOR AWARD.

APPENDIX A

Budget Detail Sheets

BUDGET DETAIL SHEET FISCAL YEAR 2012

SALARY DETAIL

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

FRINGE BENEFIT DETAIL (If not included in hourly rate)

NAME	POSITION TITLE	PERCENTAGE of APPLIED FRINGE BENEFIT
TOTAL REQUEST		

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

EXPLANATION OF OTHER EXPENSES (i.e. travel, printing, office supplies, educational materials, and equipment)

EXPENSE CATEGORY	DESCRIPTION	COST

BUDGET DETAIL SHEET
FISCAL YEAR 2013

SALARY DETAIL

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

FRINGE BENEFIT DETAIL (If not included in hourly rate)

NAME	POSITION TITLE	PERCENTAGE of APPLIED FRINGE BENEFIT
TOTAL REQUEST		

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

EXPLANATION OF OTHER EXPENSES (i.e. travel, printing, office supplies, educational materials, and equipment)

EXPENSE CATEGORY	DESCRIPTION	COST

**BUDGET DETAIL SHEET
FISCAL YEAR 2014**

SALARY DETAIL

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

FRINGE BENEFIT DETAIL (If not included in hourly rate)

NAME	POSITION TITLE	PERCENTAGE of APPLIED FRINGE BENEFIT
TOTAL REQUEST		

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

EXPLANATION OF OTHER EXPENSES (i.e. travel, printing, office supplies, educational materials, and equipment)

EXPENSE CATEGORY	DESCRIPTION	COST

BUDGET DETAIL SHEET FISCAL YEAR 2015

SALARY DETAIL

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

FRINGE BENEFIT DETAIL (If not included in hourly rate)

NAME	POSITION TITLE	PERCENTAGE of APPLIED FRINGE BENEFIT
TOTAL REQUEST		

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

EXPLANATION OF OTHER EXPENSES (i.e. travel, printing, office supplies, educational materials, and equipment)

EXPENSE CATEGORY	DESCRIPTION	COST

**BUDGET DETAIL SHEET
FISCAL YEAR 2016 (OPTIONAL EXTENSION YEAR)**

SALARY DETAIL

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

FRINGE BENEFIT DETAIL (If not included in hourly rate)

NAME	POSITION TITLE	PERCENTAGE of APPLIED FRINGE BENEFIT
TOTAL REQUEST		

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE \$
TOTAL REQUEST		

EXPLANATION OF OTHER EXPENSES (i.e. travel, printing, office supplies, educational materials, and equipment)

EXPENSE CATEGORY	DESCRIPTION	COST

APPENDIX B

Sample Commissioning Scope of Work Rhode Island Department of Education (RIDE)

Commissioning activities are structured to follow the most current applicable ASHRAE standard and the NECHPS protocol's commissioning guidelines, provide quality basic commissioning services, and meet reasonable budget limitations. To meet these commissioning goals we have provided a sample commissioning procedures. Not all procedures are applicable to all projects and Commissioning Services are not limited to this list:

- Review construction documents.
- Develop and utilize a commissioning plan.
- Review contractor submittals for systems being commissioned.
- Verify installation, functional performance, training, and operation and maintenance documentation for systems being commissioned.
- Complete a commissioning report.
- Provide the owner with a systems manual that helps the owner operate the building systems as efficiently and effectively as possible and contains the information required for re-commissioning of building systems.
- Review building operation with Operation and Maintenance (O&M) staff and provide a plan for resolution of outstanding commissioning-related issues within one year after construction completion date.

1. During Design (Pre-Construction) Phase (If applicable):

- 1.1. Review the Design Intent document. The design intent document will serve as basis for commissioning activities
- 1.2. Conduct focused review of design prior to construction document phase
- 1.3. Conduct focused review of construction documents
- 1.4. Ensure that commissioning requirements are included in the documents
- 1.5. Create commissioning plan. The plan will include the following components:
 - Brief overview of commissioning process
 - List of all commissioned features and systems
 - Identification of primary commissioning participants and their responsibilities
 - Description of the management, communication, and reporting in the commissioning process
 - Outline of the commissioning process scope including submittal review, observation, startup, testing, training, O&M documentation and warranty period activities.
 - List of expected written deliverables.
 - Schedule of activities
 - A description of rigor and scope of testing
- 1.6. Draft commissioning specifications

2. During Construction Phase (If applicable):

- 2.1. Attend construction meetings – As necessary to accomplish the stated goal.
- 2.2. Review selected Mechanical and Electrical submittals (related to systems that will be commissioned).
- 2.3. Create functional test procedures for the following systems (as applicable)
 - Air handling units
 - Condensing units
 - Unit heaters
 - Radiant system
- 2.4. Review control system programs with the Controls Contractor
- 2.5. Witness major equipment start up (air handlers). Review of pre-functional test procedures, start-up procedures and contractor's checklists for equipment to be commissioned.
- 2.6. Direct contractors to demonstrate functional tests of the following systems (as applicable):
 - Air handling units
 - Condensing units
 - Unit heaters
 - Radiant system
- 2.7. Review and comment on the O&M manuals
- 2.8. Review and comment on the Training Plan
- 2.9. Prepare a commissioning report; the report will include the following:
 - Commissioning plan
 - Functional test procedures
 - Results of functional test procedures
 - Recommendations for improvements
 - Trend graphs
 - All commissioning related correspondence
 - Blank test forms for re-commissioning in the future
 - Verification of installation, training, operations and maintenance documentation for each commissioned system
- 2.10. Develop a Systems and Energy Manual for commissioned systems in compliance with the NECHPS protocol. The manual will include the following components compiled, as available, from various construction documents and project deliverables:
 - Index of all commissioning documents with notation as to their storage location.
 - Commissioning Report
 - Initial and final design intent documents.
 - As-built documents.
 - Description of systems, including capabilities and limitations.
 - Ongoing operation instructions for energy-saving features and strategies
 - Functional performance tests results (benchmarks), blank test forms, and recommended schedule for on-going benchmarking.
 - Seasonal operational guidelines
 - Recommendation for recalibration frequency of sensors and actuators by type and use
 - Sequence of operations as actually implemented, with control system data including all setpoints, calibration data, etc.
 - Location of all control sensors and test ports.

- Seasonal start-up and shutdown procedures.
- Control schematics and computer graphics.
- Manufacturer's recommended maintenance procedures.

3. During Warranty (Post-Occupancy) Phase (If applicable):

3.1. Perform remaining seasonal commissioning tasks

3.2. Meet with the facility staff previous to the end of the warranty period and review building operation in the first year. Solicit O&M staff comments, suggestions and areas of concern regarding systems. Warranty items should be identified and a plan for resolution developed.

3.3. A detailed list of commissioning deliverables and schedules will be prepared and agreed upon as part of the Commissioning Pan development. Additional deliverables, if required will be discussed and mutually agreed upon before we start proceeding with their preparation. In general, the deliverable will consist of the following items:

- Review of design intent
- Review of Construction Documents
- Commissioning Plan
- Review of O&M Manuals and of the Training Plan
- Progress reports issued after each site visit.
- Review of Control System Programs
- Functional Test Procedures with results
- Systems Manual
- Final commissioning report issued at completion of the project.

APPENDIX C

Contract Template for use
With
Qualified Vendors



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

Deborah Gist
COMMISSIONER

CONTRACT AGREEMENT

BETWEEN: Rhode Island Department of Education
(Enter Name of Office)
255 Westminister Street
Providence, Rhode Island 02903

AND: Vendor Name
Address
City, State Zip

FEIN: XX-XXXXXX

RELATING TO:

Work and activities by Vendor Name 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 made 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 NAME]

Deborah Gist
Commissioner of Education

[NAME]
[TITLE]

DATE: _____

DATE: _____

SECTION I

A. SPECIFIC TERMS AND CONDITIONS

1. Vendor

Address

FEIN #

2. Starting Date

Termination Date

3. Contract Officer
(for the Dept. of Education)

Project Officer

4. Project Officer
(for the Vendor)

5. Contract Amount

6. Special Conditions: RIDE reserves the right to extend the contract for up to twelve months by mutual written consent.

Other Special Conditions (that may be applicable):

SINGLE YEAR CONTRACTS: Contract activities may be modified by mutual consent prior to the beginning of each phase of work

MULTI-YEAR CONTRACTS: Subsequent years' activities are dependent on the availability of funding and may be modified by mutual consent

NON-STATE FISCAL YEAR END (always align termination date with state fiscal year end of June 30th and add the following condition): Contract activities are scheduled to end on ____; however, the contract end date has been aligned with the state fiscal year.

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.

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. This is a cost reimbursement Agreement. 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. 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 the following documents which are incorporated by reference hereto: 34CFR Parts 74-86 and 97-99 (Administration of Grants); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit organizations); and A-133 (Audits of Institutions of Higher Education and Other Nonprofit Organizations).

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

Withholding of Payments. 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.

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 OMB Circulars A-110 and A-133 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

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 20

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 21

Civil Rights. The Contractor agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); the Americans with Disability Act of 1990 (P.L. 101-336); and all other applicable federal and state laws relating to equal employment opportunities. The Contractor asserts that no person shall, on the grounds of race, color, national origin, religion, sex, age, political belief, sexual preference, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination 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 22

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 23

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 24

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 25

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 26

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 27

Lobbying. All Contractors must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including, but not limited to 31 U.S.C. Section 1352 and Section 503 of the Departments of Labor, RIDE and Human Services, and Education, and Related Agencies Appropriations Act (Public Law 104-209).

Article 28

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 29

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.

SECTION II

I. BACKGROUND/OVERVIEW/PURPOSE:

II. SCOPE OF THE WORK:

III. PAYMENT TERMS:

SECTION III

BUDGET

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

Expense Category	Estimated Expenditures			
	FY	FY	FY	TOTAL
1. Salary and Fringe Benefits				
2. Consultant				
3. In-State Travel				
4. Out-of-State Travel				
5. Printing				
6. Office Expense				
7. Telephone and internet				
8. Educational Materials				
9. Equipment				
10. Data Processing				
11. Office Rental				
12. Other				
Subtotal				
Other Indirect Costs				
<i>TOTAL</i>				

It is understood and agreed that the amounts indicated above for the several line items are estimates of expenditures to be incurred by the vendor on behalf of this Agreement and to be claimed by the vendor 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 vendor shall notify and obtain the approval of the contract officer, in writing, if expenditures to be claimed for reimbursement in any line item above shall begin to vary significantly from the estimate given above; and provided further that unless permission of the contract officer shall have been obtained in advance, no expenditure shall be claimed by the vendor 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 is permitted between Expense Categories (1) and (2) up to 10% or \$25,000, whichever is less; all other transfers require prior written approval by the Department of Education.

BUDGET DETAIL SHEET
 FISCAL YEAR _____

SALARY AND FRINGE BENEFIT DETAIL

NAME	POSITION TITLE	HOURLY RATE \$	NUMBER OF HOURS	TOTAL SALARY \$	FRINGE BENEFITS \$	HOURLY RATE WITH FRINGE BENEFITS \$	SALARY & FRINGE TOTAL \$
TOTAL REQUEST							

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE \$	NUMBER OF HOURS	TOTAL COST \$
TOTAL REQUEST				\$

EXPLANATION OF OTHER EXPENSES (i.e. travel, printing, office supplies, educational materials, and equipment)

EXPENSE CATEGORY	DESCRIPTION	COST