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

CONTRACT AGREEMENT

BETWEEN: Rhode Island Department of Education
(Enter Name of Office)
255 Westminster 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

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)
   Contact Information: Phone Number
   Email Address

5. Contract Amount

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

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. RIDE reserves the right to seek any and all administrative, contractual and/or legal remedies for a breach of contract by the Contractor, including but not limited to, the withholding of payments as set forth herein and/or termination of the Agreement as set forth in Article 11.

The Contractor understands and agrees that failure to meet its requirements under this Agreement may also result in withdrawal of other state or federal funds that may have been made available to the Contractor hereunder, at the option of RIDE.

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 much 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:

Expense Category	Estimated Expenditures			
	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: *(describe)*	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: *(describe)*		
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.