

***No Child Left Behind Act (NCLBA)***  
**Title IID Enhancing Education Through Technology**  
**American Recovery and Reinvestment Act (ARRA) Competitive Grants**  
**Request for Proposals (RFP) # 200911555**

CFDA 84.386-X  
Budget Period 07/01/2009 - 09/30/2011

A/R Award Number – 84.386A

Administered by the State of Maine Department of Education  
Information regarding this RFP can be found on the Department of Education  
Technology website [www.maine.gov/education/technology](http://www.maine.gov/education/technology) Information regarding *NCLBA*  
Title IID is available at the United States Department of Education web site  
[www.ed.gov/programs/edtech/legislation.html?exp=0](http://www.ed.gov/programs/edtech/legislation.html?exp=0)

The Department of Education is requesting proposals for developing and providing professional development statewide for using open education resources to support the integration of technology in teaching and learning of Maine's Learning Results (MLR) Parameters for Essential Instruction. The Department anticipates awarding contracts totaling \$450,000.00 under this RFP.

**RFP Sections**

- Section 1. NCLBA and ARRA Regulations, Department Goals, Description of the RFP, Calendar of Events,
- Section 2. Eligibility Requirements
- Section 3. Submitting a Proposal, Components and Requirements
- Section 4. Evaluation Criteria and Process
- Section 5. Application and Grant Agreement Forms
- Appendix 1. School Administrative Units eligible to submit a proposal and non-public schools.
- Appendix 2. *No Child Left Behind Act* Title IID Goals
- Appendix 3. Proposal Evaluation Form
- Appendix 4. Training and Development Quality Standards
- Appendix 5. Sample State Agreement to Purchase Services (BP54)

**Section 1 – NCLBA and ARRA Regulations, Department Goals, Description of the RFP and Calendar of Events.**

No Child Left Behind Act (NCLBA) Title IID Primary Goal

The primary goal of grants funded under the *No Child Left Behind Act* Title II D is to improve student academic achievement through the use of technology in elementary and secondary schools.

Additional goals from *NCLBA* Title IID are: A) to assist every student in “crossing the digital divide” by ensuring that every student is technologically literate by the time the student

finishes 8<sup>th</sup> grade; and B) to encourage the effective integration of technology resources and systems with teacher training and curriculum development to establish research-based instructional methods that can be widely implemented as best practices by State and local educational agencies. The complete goals for this section of the Act appear in Appendix 2.

#### American Recovery and Reinvestment Act of 2009 (ARRA)

The Congress passed and the President signed into law the American Recovery and Reinvestment Act of 2009 Subtitle C: Education - Makes supplemental appropriations for FY2009 available to the United States Department of Education (USDOE) for: (1) education of the disadvantaged; (2) impact aid; (3) school improvement programs; (4) innovation and improvement activities; (5) special education; (6) rehabilitation services and disability research; (7) certain student financial assistance programs, as well as federal administrative expenses for such programs; (8) teacher quality partnership grants; (9) the Institute of Education Sciences; and (10) school modernization, renovation, and repair.

Sec. 9301 requires the Secretary of Education to make grants to states and, through them, subgrants to school administrative agencies (SAUs) for the renovation or repair of public schools, including public charter schools, to make them safe, healthy, high-performing, and technologically up-to-date. The Act requires allocation of such grant funds among states on the basis of the relative portion of school improvement funds provided to SAUs in each state under part A of Title I of the Elementary and Secondary Education Act of 1965. Reserves 1% of the grant funds for assistance to outlying areas and Indian schools.

In Maine, the overarching goal of our work is to support the state's students in achieving the high standards of Maine's *Learning Results* (MLR): Parameters of Essential Instruction. This work is funded through Title IID Enhancing Education Through Technology, part of the *No Child Left Behind Act*. The goal of this part is, "To provide assistance to States and localities for the implementation and support of a comprehensive system that effectively uses technology in elementary schools and secondary schools to improve student academic achievement." The objective is to reduce the development on traditional content delivery methods for models for teaching and learning and professional development.

The Maine Department of Education goals in this effort are to enhance the awareness of open education resources (OER), identify existing resources, and foster the creation or development of content specific communities.

Title IID ARRA competitive funds will be used to support achieving the goals through three key initiatives:

- 1) The identification of open educational resources to support the integration of technology in teaching and learning in each of the eight Maine *Learning Results* (MLR): Parameters for Essential Instruction and Career and Technical Education. This work is covered under an earlier request for proposals.

- 2) This RFP is to develop and provide professional development statewide for Maine teachers and other individuals in each of the eight MLR: Parameters for Essential Instruction and Career and Technical Education. The focus of the training is the effective use of fully

accessible open education resources for effective teaching and learning. The professional development activities must be suitable to be presented at a distance both synchronously and asynchronously and in person.

3) A third RFP to be funded by Title IID ARRA grants will call for the creation of new OER materials and professional development strategies that meet needs identified through the work undertaken in previous contracts.

This request for proposal is for the second initiative – developing and providing professional development for using OER materials. The grant recipients will be responsible for fostering the ongoing use of related statewide content area learning networks utilizing LearnCentral.com to support and encourage further dialogue regarding the creation and use of open educational resources.

The Department anticipates awarding contracts totaling \$450,000.00 under this RFP. Proposals may be submitted by eligible SAUs in collaboration with non-eligible SAUs, institutes of higher education and/or organizations with specific content knowledge. Proposals may be submitted in more than one content area but the proposals must be submitted separately.

A successful proposal will include:

- MLR: Parameters of Essential Instruction content standard(s), grade span(s), and performance indicator(s) and/or descriptors to be addressed in the professional development initiative
- a strategy with an action plan and timeline for developing and presenting the professional development activities suitable to be presented at a distance both synchronously and asynchronously and in person statewide
- recruiting teachers to participate in pilot training
- presentation of pilot professional development by an anticipated target date of March 15, 2010
- evaluation of participants in the pilot training within a month following presentation,
- revision of professional development activities as required
- presentation of the revised professional development activities to teachers across the state in the 2010 – 2011.
- evaluation of student learning in the area addressed by the pilot training by June 15, 2011

The proposal will also explain how participation in the project will support the SAU submitting the proposal in meeting its particular learning goals.

Monthly progress reports will be submitted to the Department of Education beginning January 15, 2010 and continuing through the end of the project. Benchmarks dates may be adjusted depending on the ultimate contract date and guidance or direction from the US Department of Education.

Grant recipients will need to propose a strategy with an action plan and time line for introducing and explaining the professional development initiative to parents and the

importance of technology in students' learning.

A letter of intent is requested from eligible SAUs on or before November 16, 2009. The SAU should indicate whether or not a proposal will be submitted and if so for what content area. A Letter of Intent form appears in Section 5 and can be mailed or faxed to 207-624-6651. E-mail responses in substantially the same format are acceptable sent to bob.mcintire@maine.gov

Grant recipients will agree to actively participate in grant evaluation activities required by the federal government or the Maine Department of Education specifically working with the Maine Educational Policy Research Institute. Particular notice should be taken of the requirements in Rider B Section 28 of the Sample Agreement appearing in Appendix 5.

### **Anticipated Title IID Stimulus Competitive Grant Calendar of Events**

#### **Request for Proposal released November 23, 2009.**

Question and Answer/Grant Writing Session via webcast – December 2, 2009 at 2:00PM and accessed at <http://stateofmaine.na4.acrobat.com/iidarrapdrfp/>

Letter of Intent due – December 11, 2009

Written questions can be submitted until December 14, 2009 – Answers will be posted to the Department website by the close of business December 14, 2009

#### **Application Deadline – December 22, 2009 – 2:00PM**

Award Notification – January 12, 2010 (Tentative)

Contracts Finalized/Approved – January 27, 2010

Contracts in effect – February 15, 2009

Quarterly ARRA grant report and initial progress report due – April 9, 2010 or as required by USDOE.

Second progress report - July 10, 2010

#### **Grant proceeds must be expended by September 15, 2011**

Grant final financial report – September 30, 2011

### **Section 1. Eligibility Requirements**

Only those school administrative units appearing on the list in Appendix 1 may apply. The SAUs have been deemed to have the highest percentages of children from families with income below the poverty line. For purposes of this program, the term “poverty line” means the poverty line (as defined by the Office of Management and Budget and revised annually in accordance with section 673(2) of the Community Services Block Grant Act) applicable to a family of the size involved (ESEA Section 9101(33)). (See the U.S. Census website at <http://www.census.gov/hhes/www/saipe/schooltoc.html>) Poverty data was developed by the U.S. Census Bureau and provided by the U.S. Department of Education.

Eligible SAUs are encouraged to create or join a consortium or partnership that would prepare a proposal for a grant that would be administered by the eligible SAU.

A. Other members of the consortium may, but are not required, to include:

- An institution of higher education that is in full compliance with the reporting requirements of section 207(f) of the Higher Education Act of 1965, as amended, and that has not been identified by the State as low-performing under that Act.
  - A for-profit business or organization that develops, designs, manufactures, or produces technology products or services or has substantial expertise in the application of technology in instruction.
  - A public or private nonprofit organization with demonstrated expertise in the application of educational technology in instruction.
- B. A consortium may include any other SAUs, educational service agencies, libraries or other appropriate educational entities that can provide local programs.

### C. Non-Public School Participation

Equitable participation for non-public schools is a requirement of *NCLBA* in this grant. The Non-Public School Participation form will indicate which schools wish to be part of the grant process and what services staff from the Non-Public Schools will receive as partners in the grant. The SAU serving as the fiscal agent for the consortium applying for a grant will be required to furnish evidence of participation of non-public schools in its district. The list of non-public schools appears in Appendix 1.

**Proposals that indicate non-public schools wish to participate in the Ed Tech grant, but do not identify the services to be received by the non-public school, will be disqualified.**

- D. Each SAU included in the proposal submitted by the consortium must have an approved Technology Plan on file with the Department of Education, approved through June 30, 2010. SAUs with plans that expire during the life of the project must submit a new technology plan for approval as required.

### **Section 3. Submitting a Proposal, Components and Requirements**

The Application form and other documents necessary to apply for the ARRA IID competitive grant are listed in Section 5. The following list indicates the information needed to apply and the evaluation point value. It may be used as checklist for submissions.

**NOTE: Points may also be added or subtracted from the scoring total as explained on the Proposal Evaluation Form in Appendix 3.**

#### **Basic Information - Required – Not scored**

- The Cover and Information Page (form provided) indicating the *Learning Result* Content Area addressed in proposal – only one content area per proposal
- Debarment, Suspension, and Other Responsibility Matters (form provided)
- Approved technology plan on file with the Maine Dept. of Education.
- Non-public school participation form(s) indicating the services to be provided to non-public school should they wish to participate

**Proposal Narrative** – including a strategy for Parent Involvement and meeting the Department Training and Development Quality Standards - Required and evaluated. Proposal Narrative Layout Requirements: 12 point type, single spaced with 1” margins. In a narrative of five pages or less

- ❑ Present a strategy with an action plan and timeline for identifying the MLR: Parameters of Essential Instruction content standard(s), grade span(s), and performance indicator(s) and/or descriptors to be addressed in the professional development initiative, and to develop and provide professional development statewide as proposed. Up to 30 points
- ❑ Provide evidence that the grantee has proven skills and experience in the design, development, presentation of professional development for Maine teachers at a distance both synchronously and asynchronously and in person, and evaluation of successful professional development initiatives that improve teaching and results in a positive impact student learning. Up to 20 points
- ❑ Strategy, action plan and timeline for creation of and/or further developing of an on-going statewide content area learning network that can support and encourage further dialogue and OER professional development. Up to 5 points.
- ❑ Explanation of how participation in the project will support the SAU in meeting its learning goals. Up to 5 points.

**Parent Involvement** - Required and evaluated.

- ❑ Strategy, action plan and timeline for communicating the importance of the OER professional development initiative(s) to parents. Up to 5 points
- ❑ Strategy for informing parents of the role of technology in the education of their children and the activities funded by the grant. Up to 5 points

**Training and Development Quality Standards.** - Required and evaluated.

- ❑ Explain how the process for developing the proposal and implementing grant meet the Training and Development Quality Standards (Appendix 5). Up to 5 points

**Budget** - Required and evaluated – Form provided

Federal legislation requires that 25 % of the total budget be dedicated to professional development. Indicate the percentage dedicated to professional development for each line item. Three percent of the total can be used for administration of the grant.

- ❑ Complete a line item budget. Up to 15 points
- ❑ Explain how the proposed budget is matched or enhanced by local resources. (not required)
- ❑ Explain how the budget expenditures are of an appropriate value. Up to 10 points

**Non-public School Participation** – If a non-public school within the region served by the SAU submitting the proposal wishes to participate, the proposal must explain what services they will receive as partners in the grant. **Proposals that indicate non-public schools wish to participate in the grant, but do not identify the services to be received by the non-public school, will be disqualified.**

#### **Section 4. Evaluation Criteria and Process**

Criteria for the evaluation of proposals appear in Appendix 3 - Proposal Evaluation Form. Proposals will be reviewed by evaluators that could include active or retired K-12 educators and/or education professionals working for the Department of Education, institutions of higher education, or other departments or agencies with extensive knowledge of the application of technology in education.

Proposals will be ranked against those all proposals submitted in response to this RFP. The highest-ranking proposals will be sent to the Commissioner as “recommended for funding.” The Commissioner of the Department of Education, who has the final authority to award the funds, subject to the approval of the State’s Purchases Review Committee, will make the grant awards.

Awards will be based on numeric scores and are contingent on availability of funds. The Department of Education reserves the right to negotiate minor adjustments in the grant requirements and final award amounts based on evaluation results. Decisions of the Commissioner are subject to the appeals process outlined in Department of Administrative and Financial Services Reg. 120, Rules for Appeal of Contracts and Grant Awards.

Official notification of award decisions will be provided to all applicants by letter on or about January 12, 2009. (This date is subject to change)

Questions about this RFP can be posed during the Question and Answer session on December 2, 2009. Written questions can be submitted to Bob McIntire, Department of Education, 23 State House Station, Augusta, ME 04333-0023 on by fax at 207-624-6651 until December 14, 2009. Answers will be posted on the Department web site by December 14, 2009 at 5PM.

#### **Section 5. Application and Grant Forms**

Blank forms are included in the following section for these items:

Letter of Intent

Proposal Cover and Information Pages

Debarment Assurance Form

Non-Public School Participation Form

Budget Form

### American Recovery and Reinvestment Act (ARRA) Competitive Grants Regional School Unit Letter of Intent School Year 2009-2010

\_\_\_\_\_  
School Administrative Unit

\_\_\_\_\_  
Name and title of person completing form

\_\_\_\_\_  
Address

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
email

Indicate one of the following responses and return the form to:

**Bob McIntire  
Technology Team  
Department of Education  
23 State House Station  
Augusta, ME 04333-0023**

**Please respond by December 11, 2009**

E-mail responses, in substantially the same format as below, will be accepted. Send to [bob.mcintire@maine.gov](mailto:bob.mcintire@maine.gov) The form can be faxed to 207-624-6651.

- Our SAU intends to submit a proposal in the *No Child Left Behind Act (NCLBA)* Title IID Ed Tech Stimulus Competitive program Phase 2.**

\_\_\_\_\_  
Superintendent Date

**Anticipated Content Area and grade span for which this proposal will be submitted**

- |  |   |
|--|---|
| <input type="checkbox"/> Career Preparation _____                    | <input type="checkbox"/> Science and Technology _____         |
| <input type="checkbox"/> English Language Arts _____                 | <input type="checkbox"/> Social Studies _____                 |
| <input type="checkbox"/> Health Education – Physical Education _____ | <input type="checkbox"/> Visual and Performing Arts _____     |
| <input type="checkbox"/> Mathematics _____                           | <input type="checkbox"/> World Languages _____                |
|  | <input type="checkbox"/> Career and Technical Education _____ |

- Our SAU does not intend to submit a proposal for the *NCLBA* Title Ed Tech IID Stimulus Competitive Grant.**

\_\_\_\_\_  
Superintendent Date

Reason for not participating

.....  
.....

**REMINDER! Please complete and return this form regardless of response.**

**Title IID Ed Tech and  
American Recovery and Reinvestment Act (ARRA) Competitive Grants  
Cover and Information Page - Due 2:00 PM December 22, 2009**

Send one (1) original copy, (3) print copies and (1) electronic copy of the proposal in Microsoft Word format or text file, on cd or other media, enclosed in a sealed package marked "Response to Title IID Ed Tech Stimulus Grant PD RFP". The packet is to be addressed to:

TitleIID –ARRA PD-RFP  
Division of Purchases  
Cross Office Building, 4th Floor  
111 Sewall Street  
9 State House Station  
Augusta, ME 04333-0009

**Submitted by**

\_\_\_\_\_  
**Regional School Administrative Unit**

**Requested Amount \$** \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

E-mail address \_\_\_\_\_ FAX \_\_\_\_\_

\_\_\_\_\_  
**Superintendent Signature**

\_\_\_\_\_  
**Date**

**Application Contents**

- Debarment Assurance (form provided – one required for the fiscal agent)
- Non-Public School Participation Form (form provided – required for each SAU participating in the consortium)
- Proposal Narrative
- Budget (forms provided)

**Content Area for which this proposal is submitted**

- |  |   |
|--|---|
| <input type="checkbox"/> Career Preparation                    | <input type="checkbox"/> Science and Technology         |
| <input type="checkbox"/> English Language Arts                 | <input type="checkbox"/> Social Studies                 |
| <input type="checkbox"/> Health Education – Physical Education | <input type="checkbox"/> Visual and Performing Arts     |
| <input type="checkbox"/> Mathematics                           | <input type="checkbox"/> World Languages                |
|  | <input type="checkbox"/> Career and Technical Education |

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not, within a three-year period preceding this application, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local), with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not, within a three-year period preceding this application, had one or more public transaction (Federal, State, or local) terminated for cause or default; and

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	
PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

**NO CHILD LEFT BEHIND ACT (NCLBA) Title IID Ed Tech Competitive Grant  
NON-PUBLIC SCHOOL PARTICIPATION SCHOOL YEAR 2009-2010**

NON-PUBLIC SCHOOL \_\_\_\_\_ Name and title of person completing form \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE NO. \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

**COMPLETE ONE OF THE FOLLOWING BOXES and return to the local superintendent whether or not you plan to participate.**

<b>Our school <u>DOES NOT</u> wish to participate in the <i>NCLBA</i> Title Ed Tech IID Competitive Grant.</b>	
_____ Signature & Title of Authorized Non-Public School Representative	_____ Date

<b>Our school <u>DOES</u> wish to participate in the <i>No Child Left Behind Act (NCLBA)</i> Title IID Ed Tech Competitive program and assures that:</b>	
<ul style="list-style-type: none"> <li>○ This school has been consulted IN A TIMELY MANNER in the planning of the NCLBA Title IID ARRA Activities and is satisfied with the educational services to be offered.</li> <li>○ The services, materials and/or equipment provided through any of the NCLBA programs will be used to provide only secular, neutral and nonideological educational services to student and school personnel.</li> <li>○ Non-public schools which are controlled by a religious organization and who receive services under the NCLBA grant programs are in compliance with Title IV of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.</li> <li>○ Non-public schools which are not controlled by a religious organization and who receive services under the <i>NCLBA</i> grant programs are in compliance with Title IV of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.</li> </ul>	
_____ Signature & Title of Authorized Non-Public School Representative	_____ Date
----- <b>Services to be provided to non-public school – to be completed by SAU submitting application</b>	
_____	
_____	
_____	

Return Original form ASAP to School Administrative Unit Superintendent  
For Information Call: School Administrative Unit Superintendent  
Bob McIntire, Department of Education 207 624-6778 Email bob.mcintire@maine.gov  
*Duplicate form as necessary – Add additional pages for Services to be provided if needed*

### Title IID Ed Tech Budget ARRA Competitive Grant Phase 2 2009-2010

**SAU Submitting Proposal** \_\_\_\_\_

Twenty five (25) percent of the budget must be dedicated to training and development or the proposal cannot be evaluated. Three percent can be dedicated to administration. Estimated expenditures subject to negotiation. Show any district in-kind or district funded contributions that will support the project. (Not required)

Item	Title IID Amount	% used for PD	SAU In-kind Match	SAU Funded	Total Budget
110 Salaries					
120 Temporary Salaries					
200 Benefits					
300 Professional & Technical Services					
320 Training and Professional Development					
550 Printing					
580 Travel					
600 Materials and Supplies					
734 Equipment					
800 Administration					
<b>Totals</b>					

Maine State Retirement benefits must be included for positions identified in the Ed Tech Grant application budget. In addition, any other benefits specified by the local collective bargaining agreement must be applied to all salaries, stipends and honoraria in the circumstances and in the amounts covered in the bargaining agreement.

\_\_\_\_\_  
 Superintendent's Signature

\_\_\_\_\_  
 Date

For office use only

- Approved
- Not Approved

\_\_\_\_\_  
 Department of Education

\_\_\_\_\_  
 Date

**Appendix 1 School Administrative Units Eligible to Submit a  
NCLBA Title IID ARRA Competitive Grant Proposal  
2007 Census Updated 6/29/09**

Percentage of student 5 through 17 from homes with income below the Federal poverty level.	
Long Creek Youth Development Center	50.00%
Mountain View Youth Development Center	50.00%
RSU/SAD19 LUBEC	47.73%
RSU/SAD37 HARRINGTON	36.17%
RSU/SAD14 DANFORTH	31.54%
AOS 92 WATERVILLE	31.32%
PEMBROKE	31.20%
ALEXANDER	30.67%
JONESPORT	28.46%
EASTPORT	28.18%
EAST MACHIAS	27.41%
BEALS	25.64%
RSU/SAD13 BINGHAM	25.40%
RSU 67 LINCOLN	25.27%
AOS 94 DEXTER	25.12%
MACHIAS	24.64%
NEW SWEDEN	24.51%
JONESBORO	24.14%
AOS 94 HARMONY	23.77%
SO AROOS CSD DYER BROOK	23.24%
MOOSABEC CSD JONESPORT	23.17%
RSU/SAD24 VAN BUREN	23.13%
VANCEBORO	23.08%
EASTON	22.53%
ROBBINSTON	22.47%
RSU/SAD59 MADISON	22.16%
SURRY	22.12%
RSU # 19 NEWPORT	21.77%
RSU/SAD45 WASHBURN	21.59%
RSU/SAD74 ANSON	21.57%
RSU/SAD41 MILO	20.96%
CALAIS	20.75%
LEWISTON	20.66%
RSU/SAD9 FARMINGTON	20.60%
PERRY	20.59%
CUTLER	20.20%
MACHIASPORT	20.20%
WHITING	20.20%
RSU/SAD54 SKOWHEGAN	19.78%
EUT	19.71%
GOV BAXTER SCHOOL	19.54%
EAST RANGE CSD TOPSFIELD	19.44%
AUGUSTA	19.40%
PORTLAND	19.03%

RSU/SAD25 SHERMAN	18.92%
BROOKLIN	18.80%
RSU/SAD68 DOVER-FOXCROFT	18.74%
RSU # 10 DIXFIELD	18.67%
RSU/SAD29 HOULTON	18.66%
EAST MILLINOCKET	18.63%
RSU/SAD70 HODGDON	18.49%
RSU/SAD3 THORNDIKE	18.26%
MADAWASKA	17.79%
MILLINOCKET	17.42%
BROOKSVILLE	16.98%
RSU/SAD20 FT. FAIRFIELD	16.79%
AOS 91 SOUTHWEST HARBOR	16.75%
RSU # 13 ROCKLAND	16.69%
BIDDEFORD	16.65%
RSU/SAD36 LIVERMORE FALLS	16.48%
AUBURN	16.38%
RSU/SAD4 GUILFORD	16.35%
CHARLOTTE	16.28%
RSU/SAD72 FRYEBURG	16.17%
BLUE HILL	16.13%
RSU/SAD58 KINGFIELD	16.11%
FAYETTE	16.09%
RSU # 12 WISCASSET	15.84%
RSU # 20 BELFAST	15.79%
GREENBUSH	15.73%
RSU/SAD55 PORTER	15.45%
RSU # 25 BUCKSPORT	15.37%
RSU/SAD53 PITTSFIELD	15.30%
RSU/SAD42 MARS HILL	15.23%
BANGOR	15.22%
JAY	15.18%
BAILEYVILLE	15.04%
AOS 93 JEFFERSON	14.97%
AOS 93 GREAT SLT BAY CSD	14.90%
AOS 91 TRENTON	14.86%
RSU/SAD44 BETHEL	14.69%

**Non-Public Schools Eligible for Participation in the NCLBA Title IID ARRA Competitive Grant – SAUs submitting a proposal or participating in a collaborative must submit non-public school participation forms for all non-public schools in their area.**

**AOS # 92 Winslow**

St John Regional Catholic School

**AOS # 92 Waterville**

Mount Merici Elem School

**AOS # 93 Nobleboro**

Damariscotta Montessori

**AOS # 93 Great Salt Bay CSD**

Lincoln Academy

**RSU # 01 Bath**

Hyde School

**RSU # 05 Freeport /Durham /Pownal**

Pine Tree Academy

**RSU # 10 Mexico /Bucksfield/ Dixfield**

Holy Savior School

**RSU # 12 Chelsea / Wiscasset /Palermo**Sheepscot Valley Children's House  
Stepping Stones**RSU #13 Rockland / Thomaston**

Pen Bay Christian School

**RSU #16 Poland / Minot/ Mechanic Falls**

Elan School

**RSU #18 China / SAD 47 Oakland**

Erskine Academy

**RSU # 21 Arundel / SAD 71 Kennebunk**Cocoons LLC  
The New School  
School Around Us**RSU # 23 Saco / OOB/ Dayton**Notre-Dame-De-Lourdes  
Thornton Academy**RSU # 26 Orono/Veazie/Glenburn**

Child Dev Learning Center-Kdgn

**RSU # 34 Old Town / Alton / Bradley**

Stillwater Montessori School

**RSU # 38 Maranacook / Wayne /  
Readfield**

Kents Hill School

**Auburn**

St Dominic Regional High School

**Augusta**

St Michaels's School

**Bangor**Bangor Christian Schools  
John Bapst Memorial High School  
All Saints Catholic School**Biddeford**

St James School

**Blue Hill**Bay School  
Blue Hill Harbor School  
George Stevens Academy**Brunswick**

St John's Catholic School

**Cape Elizabeth**

Appletree School

**East Machias**

Washington Academy

**Edgecomb**Center For Teaching & Learning  
Deck House School**Falmouth**Pine Grove Child Develop Center  
Winfield Children's House**Hermon**

North Star Christian

**Lewiston**Trinity Catholic School  
Central Me Christian Acad**Machias**

Machias Valley Christian School

**Portland**

Cathedral School  
Catherine McAuley High School  
Cheverus High School  
Levey Day School  
The Childrens Center  
Breakwater School  
St Brigid  
Waynflete School

**Sanford**

St Thomas School

**Scarborough**

Toddle Inn Elementary School

**South Portland**

Casco Bay Montessori School  
Gr Portland Christian School  
Holy Cross School-So Portland

**Westbrook**

The Little Dolphin School

**Yarmouth**

North Yarmouth Academy

**York**

Brixham Montessori Friends Sch

**RSU 1/SAD 1 Presque Isle**

Carleton Project

**RSU 17/SAD 17 South Paris**

Boxberry School  
Hebron Academy

**RSU 28/SAD 28 Camden**

Children's House Montessori Sch  
Riley School Inc  
Ashwood Waldorf School

**Five Town CSD**

Community School

**RSU 30/SAD 30 Lee**

Lee Academy

**RSU 35/SAD 35 South Berwick**

Berwick Academy

**RSU 44/SAD 44 Bethel**

Forestdale School  
Gould Academy

**RSU 49/SAD 49 Fairfield**

Kennebec Montessori School  
Averill H S/Alfond Middle Sch

**RSU 35/SAD 53 Pittsfield**

Maine Central Institute

**RSU 55/SAD 55 Hiram**

Ossipee Valley Christian School

**RSU 61/SAD 61 Bridgton**

Bridgton Academy

**RSU 68/SAD 68 Dover Foxcroft**

Foxcroft Academy

**RSU 72/SAD 72 Fryeburg**

Fryeburg Academy

**RSU 75/SAD 75 Topsham**

Country Kids Academy

**Carrabassett Valley District**

Carrabassett Valley Academy



“(4) To promote initiatives that provide school teachers, principals, and administrators with the capacity to integrate technology effectively into curricula and instruction that are aligned with challenging State academic content and student academic achievement standards, through such means as high-quality professional development programs.

“(5) To enhance the ongoing professional development of teachers, principals, and administrators by providing constant access to training and updated research in teaching and learning through electronic means.

“(6) To support the development and utilization of electronic networks and other innovative methods, such as distance learning, of delivering specialized or rigorous academic courses and curricula for students in areas that would not otherwise have access to such courses and curricula, particularly in geographically isolated regions.

“(7) To support the rigorous evaluation of programs funded under this part, particularly regarding the impact of such programs on student academic achievement, and ensure that timely information on the results of such evaluations is widely accessible through electronic means.

“(8) To support local efforts using technology to promote parent and family involvement in education and communication among students, parents, teachers, principals, and administrators.

“(b) Goals.--

“(1) Primary goal.--The primary goal of this part is to improve student academic achievement through the use of technology in elementary schools and secondary schools.

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“(2) Additional goals.--The additional goals of this part are the following:

“(A) To assist every student in crossing the digital divide by ensuring that every student is technologically literate by the time the student finishes the eighth grade, regardless of the student's race, ethnicity, gender, family income, geographic location, or disability.

“(B) To encourage the effective integration of technology resources and systems with teacher training and curriculum development to establish research-based instructional methods that can be widely implemented as best practices by State educational agencies and local educational agencies.

**Appendix 3****Proposal Evaluation Form****Maine Department of Education****NCLBA Title II Ed Tech ARRA Competitive Grant Proposal Evaluation Form**

Evaluation Process: Applications will be ranked against other proposals. The highest rated applications will be recommended for funding. Recommendations will be submitted to the Commissioner of the Maine Department of Education, who has the final authority to award the funds, subject to the approval of the State's Purchases Review Committee. The Maine Department of Education is subject to the appeals process outlined in Department of Administrative and Financial Services Reg. 120, Rules for Appeal of Contracts and Grant Awards.

Absolute Requirements All of the Basic Information must be complete or the application will not be scored.

<b>Each section rated up to the maximum points</b>	<b>Points Specified</b>	<b>Awarded</b>
<b>Basic Information:</b> Title IID ARRA Grant Cover Page, Debarment form	Required – not scored	
Technology Plan approved by Dept. of Education on file.	Required – not scored	
Non-Public School Participation Form Proposals that indicate non-public schools wish to participate in the Ed Tech grant, but do not identify the services to be received by the non-public school, will be disqualified.	Required – not scored	
<b>Proposal Narrative</b>		
1. Strategy, action plan and timeline for identifying the content area, grade level and performance indicators in Maine <i>Learning Results</i> : Parameters for Essential Instruction and to develop and provide professional development statewide as proposed.	Up to 30 points	
2. Evidence that the grantee has proven skills and experience in the design, development, presentation and evaluation of professional development initiatives for Maine teachers.	Up to 20 points	
3. Strategy, action plan and timeline for creation of and/or further developing of an on-going statewide content area learning network that can support and encourage further dialogue and OER development.	Up to 5 points	
4. Explanation of how participation assists SAU in meeting learning needs.	Up to 5 points	
<b>Parent Involvement</b>		
5. Strategy with an action plan and timeline for introducing and explaining the professional development initiative to parents.	Up to 5 points	
6. Strategy for informing parents of the importance of technology in the education of their children.	Up to 5 points	
<b>Training and Development Quality Standards</b>		
7. Explain how the process for developing the proposal and implementing grant meet the Training and Development Quality Standards.	Up to 5 points	
<b>Budget (form provided)</b>		
8. Complete an estimated line item budget - If a detailed description is not possible within the space allotted on each line, attach necessary pages.	Up to 15 points	
9. Explain how the proposed budget is matched or enhanced by local resources. (not required)	No points awarded	
10. Explain how each the budget expenditure is of an appropriate value.	Up to 10 points	
	<b>Total – Possible 100 points</b>	

**Appendix 4**

*Maine Training and Development Quality Standards (rev10/2/01)*

Created by the Learning Results Steering Committee Professional Development Quality Standards Working Group in 1998.  
Revised by the Department of Education Professional Development Policy Advisory Committee in 2001.

<b>STANDARD</b>	<b>PLANNING INDICATORS</b>	<b>IMPLEMENTATION INDICATORS</b>	<b>EVALUATION INDICATORS</b>
<p>The system of training and development is a cycle of continuous improvement.</p>	<p>There is evidence of multi- year planning. Data have been used to inform the continuous improvement cycle. The plan builds local capacity.</p>	<p>A commitment to training and development is evident in the actions of all stakeholders.</p>	<p>The evaluation utilizes data to change planning and implementation strategies. Change in practice and behavior is evident among participants. Improved student performance and development is realized.</p>
<p>The system of training and development focuses on professional practices that raise student academic performance and enhance student development.</p>	<p>Goals are measurable and include adult learning principles, student performance and development, and improvement of the training and development system.</p>	<p>Activities are based on theory, demonstration, guided practice and continuous improvement. A variety of formats are incorporated into programs such as course work, workshops, action research, individual study, team projects, and learning networks. Activities recognize different learning styles and include a variety of instructional approaches appropriate to content and participants, such as small group learning, individual learning, reading, listening, problem-solving, hands-on learning, and demonstrations.</p>	<p>Each goal and step of the process is evaluated. Evaluation assesses short and long-term impacts.</p>

<b>Standard</b>	<b>PLANNING INDICATORS</b>	<b>IMPLEMENTATION INDICATORS</b>	<b>Evaluation INDICATORS</b>
<p>The system of training and development aligns with the other systems in the school administrative unit and integrates individual development with building goals and unit goals.</p>	<p>Training and development plans are referenced and coordinated with other school system planning. Time for training and development is identified in the plan.</p>	<p>The personnel system for supervision and evaluation supports participation in training and development activities. The budget process supports the training and development plan. Resource allocation of staff time, money, and school priorities supports training and development.</p>	<p>Evaluation data is used in determining adequacy of support for training and development.</p>
<p>Decision-making in the system of training and development is driven by information from local, state, and national sources.</p>	<p>Planners review a variety of data including organizational data, student performance and development data and research on effective practice, and skill and knowledge levels of the staff. All stakeholders have ready access to data.</p>	<p>Training and development programs, content, and activities are based on published research and local data linked to student performance and development.</p>	<p>The evaluation includes data on student performance and development and other indicators such as graduation and drop out rates and student aspirations. The evaluation includes data on change in professional practice.</p>
<p>The system of training and development defines relevant roles for all stakeholders.</p>	<p>The planning process demonstrates the belief that all students can achieve the high standards of the <i>Learning Results</i> including the qualities described in the <i>Guiding Principles</i> The planning process is collaborative and respectful. The planning process is widely known, owned and trusted throughout the system.</p>	<p>Activities are developed with and for all appropriate stakeholder groups.</p>	<p>Stakeholders use self-assessment and other evaluation data for reflection and change.</p>

**Appendix 5**

**Sample State Agreement**

AdvantageME CT No:

STATE OF MAINE  
DEPARTMENT OF EDUCATION  
American Recovery and Reinvestment Act (ARRA)  
Agreement to Purchase Services

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between the State of Maine, \_\_\_\_\_, hereinafter called "Department," and \_\_\_\_\_, located at \_\_\_\_\_, telephone number \_\_\_\_\_, hereinafter called "Provider", for the period of \_\_\_\_\_ to \_\_\_\_\_.

The AdvantageME Vendor/Customer number of the Provider is \_\_\_\_\_

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - Debarment, Suspension, and Other Responsibility Matters
- Rider E, and/or F - (At Department's Discretion)
- Rider G - Identification of Country in Which Contracted Work will be

Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy

Department of Education

By: \_\_\_\_\_  
Susan A. Gendron, Commissioner  
and

By: \_\_\_\_\_  
Name / Superintendent

\_\_\_\_\_  
School Administrative Unit

Total Agreement Amount: \$ \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Chair, State Purchases Review Committee  
 BP54 (Rev 9/07)

AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
		020	05A	3003		02		6309			3003ETRO

**AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING MATRIX**

A. STATE GENERAL FUNDS \$ \_\_\_\_\_  
 B. FEDERAL FUNDS \$ \_\_\_\_\_  
 C. FEDERAL ARRA STIMULUS FUNDS \$ \_\_\_\_\_  
 E. OTHER FUNDS \$ \_\_\_\_\_  
  
 AGREEMENT TOTAL \$ \_\_\_\_\_

**Note: This section must be filled out by the awarding agency or department.**

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

The Provider must recruit a team of teachers presently teaching in the \_\_\_\_\_ content area or with extensive content area knowledge. The team must include representatives from each of the Maine School Superintendent's Regions, and should include representatives from related content area professional organizations and higher education. The team must be formed and identified by November 2, 2009.

Team members will research open educational resources for the \_\_\_\_\_ content area.

Team members will identify which Maine *Learning Results* standard and/or indicator the identified resources address.

The team will also identify areas for which additional resources could or should be developed. The team will submit findings for publication on the Department's web site or other web sites as deemed appropriate in a layout and format to be provided by the Department. The proposal should identify the strategy, actions and timeline required for the research effort.

An initial progress report will be due January 15, 2010 identifying and reviewing at least fifty OER elements with additional postings of elements and a progress report due March 15, 2010. A final progress report is due May 15, 2010. Benchmark dates may be adjusted depending on guidance or direction from the US Department of Education.

The Provider is responsible for fostering the creation of and/or further development of an on-going statewide content area learning network that can support and encourage further dialogue regarding the creation and use of open educational resources.

The Provider will need introduce and explain OER to parents of students in participating SAUs and the importance of technology in teaching and learning.

The Provider will agree to actively participate in grant evaluation activities required by the federal government or the Maine Department of Education. Particular notice should be taken Rider B Section 28 of the Sample Agreement appearing in Appendix 5.

RIDER B  
METHOD OF PAYMENT AND OTHER PROVISIONS  
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

1. **AGREEMENT AMOUNT** \$ \_\_\_\_\_

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Month/year	Payment amount requested
<b>Total</b>	

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

This individual is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUBCONTRACTING AND ASSIGNMENT**. The Provider shall not assign or otherwise transfer or dispose of its right, title and interest in this Agreement without the express written consent of the Department. The Provider shall not subcontract, or make a sub-grant for, all or any portion of the work to be performed under this Agreement without the express written consent of the Department. The consent of the Department to any assignment or subcontract or sub-grant shall not relieve the Provider of its responsibility for performance of the work. The Provider shall include in any subcontract or sub-grant the terms of this Agreement set forth in Sections 1 to 36.

9. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, and Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

e. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

h. The Provider shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to providers of Federal financial assistance.

10. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. **RECORD RETENTION AND INSPECTION**. The Provider shall retain during the term of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (“MAAP”) rules all records, in whatever form, that directly pertain to, and involve the work to be performed under this Agreement. The Provider shall permit the Department or any authorized representative of the State of Maine, and the United State Controller General or his representative or

the appropriate inspector general appointed under Section 3or 8G of the Inspector General Act of 1998 or his representative (a) to examine such records; and (b) to interview any officer or employee of the Provider or any of its subcontractors or sub-grantees regarding the work performed under this Agreement. The Provider shall furnish copies of such records upon request. The Provider shall include in any subcontract or sub-grant the provisions of this Section 14.

14. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

15. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

16. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

17. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

18. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

19. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

20. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

21. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

22. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

23. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

24. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

25. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

26. **WHISTLEBLOWER PROTECTIONS**

a. Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal providers of American Recovery and Reinvestment Act (ARRA) funds, including the State of Maine, and all contractors and grantees of the State of Maine, from discharging, demoting or otherwise discriminating against an employee for

disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of

ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority

related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The Provider must post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

b. This term must be included in all subcontracts or sub-grants involving the use of funds made available under the ARRA.

The State of Maine is committed to ensuring that American Recovery and Reinvestment Act funds are used for authorized purposes without fraud, waste, error, or abuse. Any individual with direct knowledge that Recovery Funds are being misused, whether by fraud, waste, error, and/or abuse in the application and utilization of these funds, should report their observations to the ARRA Fraud Hotline at **1-866-224-3033** or by email to **ARRA.Hotline@Maine.gov**.

**27. WAGE REQUIREMENTS** All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606). The Secretary of Labor's determination regarding the prevailing wages applicable in Maine is available at <http://www.gpo.gov/davisbacon/me.html>.

**28. REPORTING REQUIREMENT** Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of Division A, Title XV of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Provider supply the State with the necessary information to submit these reports to the federal government in a timely manner. More detail will follow regarding the timing and submission of reports. The Provider's failure to provide complete, accurate and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

**29. AVAILABILITY OF FUNDING** The Provider acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 will not be continued with state financed appropriations once the temporary federal funds are expended.

**30. FALSE CLAIMS ACT** The Provider shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims

Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

31. **CONFLICTING REQUIREMENTS** If the ARRA requirements conflict with State of Maine requirements, then ARRA requirements control.

32. **COMPETITIVE FIXED PRICE CONTRACTS** The Provider, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with Recovery Act funds as fixed-price contracts through the use of competitive procedures.

33. **SEGREGATION OF FUNDS** The Provider shall segregate obligations and expenditures of Recover Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

34. **JOB POSTING** The Provider will post any jobs that it creates or seeks to fill as a result of this agreement. Providers will post to Maine Career Centers (<http://www.mainecareercenter.com>) notwithstanding any other posting they might make. Any advertisements posted by the provider for positions pursuant to this contract must indicate the position is funded with ARRA funds.

35. **BUY AMERICAN REQUIREMENT** – The provider acknowledges and agrees that:

- a. The Buy American provision in Section 1605 of Division A, Title XVI of the ARRA requires that all “iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a “public building or public work funded in whole or in part by funds made available under the ARRA be “produced in the United States,” unless this requirement is waived by the appropriate federal agency.
- b. Iron and steel are “produced in the United States” if all of the manufacturing processes, except metallurgic processes involving refinement of steel additives, take place in the United States. Iron or steel used as components or subcomponents of manufactured goods used in an ARRA-funded project; however, do not have to be “produced in the United States.” Manufactured goods are “produced in the United States” if the manufacturing occurs in the United States (there is no requirement about the origin of the components or subcomponents of the manufactured goods).
- c. The Buy American requirement may be waived by federal agencies in the following circumstances only: (1) application of the Buy American requirement would be inconsistent with the public interest: (2) iron, steel and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality: (3) or inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

- d. As used in this Section, “steel” means any alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements. “Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been – (1) processed into a specific form and shape; or (2) combined with other raw material that has different properties than the properties of individual raw materials. “Public building or public work” means a public building of, and a public work of, the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State regional or interstate entities which have governmental functions).

36. **RECOVERY ACT LOGO** The Provider is receiving funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Any product or service resulting from this award shall display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained at the following website:

<http://www.recovery.gov/?q=content/president-and-vice-president-unveil-new-recovery-emblem-download-available>

{ANY ADDITIONAL DEPARTMENT LOGO SPECIFICATIONS MAY BE PLACED IN THIS SECTION }

37. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C  
EXCEPTIONS TO RIDER B

**RIDER D**  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not, within a three-year period preceding this application, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local), with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not, within a three-year period preceding this application, had one or more public transaction (Federal, State, or local) terminated for cause or default; and

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT
PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
SIGNATURE DATE

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

RIDER G

IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

- United States. Please identify state: \_\_\_\_\_**
- Other. Please identify country: \_\_\_\_\_**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.