



**Solicitation Information**

30 March 10

**RFP # 7323553**

**TITLE: ARRA WEATHERIZATION OF MULTI-FAMILY HOUSING**

**Submission Deadline: 26 April 10 @ 11:30 AM (Eastern Daylight Time)**

Questions, in a MicroSoft Word format, concerning this solicitation must be received by the Division of Purchases at [questions@purchasing.state.ri.us](mailto:questions@purchasing.state.ri.us) no later than **12 April 10 at 12:00 Noon** (Eastern Daylight Time). Please reference the RFP # on all correspondence. Questions received, if any, will be answered and posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

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| <b>SURETY REQUIRED: No</b> |
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| <b>BOND REQUIRED: No</b> |
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**Jerome Moynihan, C.P.M., CPPO**  
**Administrator of Purchasing Systems**

Vendors must register on-line at the State Purchasing Website at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us).

**NOTE TO VENDORS:**

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

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

## SECTION 1 –

The Rhode Island Department of Administration/Division of Purchases, on behalf of Rhode Island Housing, is soliciting proposals from qualified respondents for weatherization and energy efficiency improvements of dwelling units in multi-family housing developments, and in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase. Funding for this activity is being provided from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (Recovery Act), through the Weatherization Assistance Program. Special terms and conditions apply to the use of these funds; a general description of the special terms and conditions is provided in Section 5.

This solicitation is governed by the State's General Conditions of Purchase, which is available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

To access the State's General Conditions of Purchase, enter our website, click on RIVIP, then click on General Information and then click on Rules and Regulations. Once the Rules and Regulations are displayed, scroll to the bottom of the page and double click on Appendix A, which contains the State's General Conditions of Purchase.

The scope of services is described herein.

### INSTRUCTIONS AND NOTIFICATIONS TO PROPOSERS:

- Potential offerors are advised to review all sections of this Request carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and

may not be considered. The “Official” time clock is in the reception area of the Division of Purchases.

- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This will be a requirement only of the successful bidder (s).*
- Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.
- Also, Submitters should be aware of the State’s MBE requirements, which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [cnewton@gw.doa.state.ri.us](mailto:cnewton@gw.doa.state.ri.us) Visit the website <http://www.mbe.ri.gov>
- Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP / LOI
- Equal Employment Opportunity (RIGL 28-5.1) § 28-5.1-1 Declaration of policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via email [raymond1@gw.doa.state.ri.us](mailto:raymond1@gw.doa.state.ri.us)
- Subcontracts are permitted, provided that their use is clearly indicated in the offeror’s proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- If you wish to seek to do business with the State of Rhode Island, you must register and utilize the E-Verify Program. Please refer to [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) or the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) for more information.
- RIGL 37-13-3.1 State public works contract apprenticeship requirements. \* (a) Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the

apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

- **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)."

## SECTION 2 – PROJECT DESCRIPTION

Rhode Island has been awarded Recovery Act funding (Recovery Act-WAP) to accomplish the following purposes:

- 1) creation and retention of jobs,
- 2) realizing energy cost savings,
- 3) reducing dependence on imported fuels,
- 4) leveraging funds,
- 5) transforming markets, and
- 6) building program sustainability.

Rhode Island Housing is conducting a competitive funding round for Weatherization Assistance under the American Recovery and Reinvestment Act (ARRA). Approximately \$6 million is available to fund energy efficient improvements to existing affordable multi-family developments that have 5 or more apartments and long-term (minimum of 15 years) use restrictions. These funds provide a unique opportunity to assist low-income families bearing high energy costs and to reduce energy consumption in high energy use properties.

The benefits from weatherization funding must be targeted to low-income residents who pay for or bear the cost of utility and other energy-related expenses. Tenants who reside in units weatherized under this program cannot be subject to rent increases unless it can be demonstrated that the increases are not a result of such weatherization improvements.

### **Funding priorities\* include:**

- **Assistance to developments occupied by low-income elderly persons,**
- **Assistance to developments occupied by low-income persons with disabilities,**
- **Assistance to developments occupied by low-income families with children,**
- **Developments in which tenants pay their own utilities,**
- **High residential energy users and/or households with a high energy burden,**
- **Developments with high energy burdens in which tenants do not pay their own their energy costs, but where improvements are documented to benefit tenants economically,**

- **Developments which will leverage additional resources that address energy efficiency and other critical capital improvements,**
- **Appropriate long-term improvements that will reduce energy-related costs for tenants and high residential energy users.**

**\* With the condition that consideration will be given to assure reasonable geographic distribution of projects.**

**Project Eligibility:**

Weatherization and retrofit of the following multi-family properties: (all applications must include weatherization of a minimum of 5 apartments per development)

- A) Project-based Section 8 Assisted Housing, Section 202 Supportive Housing for the Elderly, Section 811 Supportive Housing for Persons with Disabilities; and
- B) Public housing; and
- C) Low-income Housing Tax Credit (LIHTC) properties; and
- D) Other multi-family developments that meet the state’s definition of low- and moderate-income housing per RIGL45-53.

To be eligible for weatherization assistance, at least 66% of the apartments in a multi-family development must be occupied by families who within fall the below income guidelines. In addition, developments must meet State Building and Fire Code requirements, HUD Section 8 Housing Quality Standards, State and Federal Lead Paint regulations and asbestos mitigation rules. Properties assisted under the program must remain affordable for a minimum of fifteen (15) years and must demonstrate financial feasibility and sustainability for a minimum of five (5) years following completion of weatherization improvements.

**2010 Income Guidelines:**

| <b>Size of Household</b> | <b>Maximum Income</b> |
|--------------------------|-----------------------|
| 1                        | \$25,971              |
| 2                        | \$33,962              |
| 3                        | \$41,953              |
| 4                        | \$49,945              |
| 5                        | \$57,936              |
| 6                        | \$65,927              |
| 7                        | \$67,426              |
| 8                        | \$68,924              |
| 9                        | \$70,422              |
| 10                       | \$71,920              |
| 11                       | \$73,419              |
| 12                       | \$74,916              |

## **Eligible Activities:**

Weatherization measures will differ for each unit and property based on various factors with the following measures being eligible activities:

- Insulation
- Air Sealing
- Windows
- Heating and Cooling
- Water Heaters
- Electrical Appliances and Weatherization Base Load Measures
- Other energy measures as defined by a DOE-approved advanced energy audit computer program

The average cost per unit is \$6,500 which includes the cost of an energy audit and the installation of weatherization materials for energy improvements and to abate energy-related health and safety hazards. The ratio of energy cost savings for each eligible activity from the program shall be 1.0 or greater.

**Properties constructed prior to 1978 must meet lead safe requirements and have financing to address any lead issues. Department of Energy funds may be used to minimize the potential hazard associated with the specific painted surfaces that workers are directly disturbing in the course of installing an energy efficiency measure, but Department of Energy funds may not otherwise be used for abatement, stabilization, or control of the lead-based paint hazard in a residence. Work performed will be done with the objective of providing healthy housing.**

Work completed under the program must conform to implementing regulations under the American Recovery and Reinvestment Act of 2009 including but not limited to:

- Wage Rate Requirements
- OMB 1512 Reporting Requirements

Weatherization work must be performed by Rhode Island Housing or OER approved Weatherization Contractors.

## **Energy Audit Procedures**

Eligible projects selected will undergo an energy audit conducted by certified auditors, per program requirements, to determine the most effective energy treatments for a development. Audit procedures will be conducted according to Department of Energy requirements and industry standards. Funding must be applied to eligible activities that result in the greatest energy cost savings in accordance with the audit.

## **APPLICATION PROCESS:**

- A separate application is required for each development requesting weatherization assistance.
- Applicants are required to submit the most recent audited financial statements for a development.
- Incomplete applications and those omitting requested documentation will not be evaluated until corrected and complete.
- All applications must be received by the date & time indicated on page one of this solicitation.
- Applicants of properties with fewer than five units should contact their local Community Action Program agency: <http://www.energy.ri.gov/lowincome/cap.php>

#### ELIGIBLE APPLICANTS:

Eligible applicants include owners of multi-family housing developments including non-profit housing developers, for-profit developers, public housing authorities, cities, towns, faith-based organizations and community housing development organizations (CHDOs).

#### SECTION 3 – DEFINITIONS

For the purposes of this request for proposals, the following terms shall have the meaning set forth below. Respondents shall use these terms, as applicable, in making proposals.

*Base temperature* means the temperature used to compute heating and cooling degree days. The average daily outdoor temperature is subtracted from the base temperature to compute heating degree days, and the base temperature is subtracted from the average daily outdoor temperature to compute cooling degree days.

*Building Code* means the most recent version of any applicable code which has been adopted by the Building Code Standards Committee, pursuant to RI General Laws 23-27.3-100.1.5, 23-27.3-100.1.5.4, or 23-27.3-100.1.5.3.

*Capital-Intensive furnace or cooling efficiency modifications* means those major heating and cooling modifications which require a substantial amount of funds, including replacement and major repairs, but excluding such items as tune-ups, minor repairs, and filters.

*Cooling Degree Days* means a population-weighted annual average of the climatological cooling degree days for each weather station within a State, as determined by DOE.

*Cost sharing or matching* means that portion of project or programs costs not borne by the Federal Government.

*Dwelling Unit* means a house, including a stationary mobile home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

*Energy Audit* means a comprehensive assessment, prior to implementation of energy efficiency

and/or weatherization measures, of conditions and systems in a dwelling unit by a person having the core competency of an auditor as set forth in the “Core Competencies for the Weatherization Assistance Program”, March 26, 2007, to ascertain the level of energy efficiency in the dwelling and to recommend energy efficiency or weatherization measures which could be undertaken to improve energy efficiency in the dwelling unit.

*Heating Degree Days* means a population-weighted seasonal average of the climatological heating degree days for each weather station within a State, as determined by DOE.

*Incidental Repairs* means those repairs necessary for the effective performance or preservation of weatherization materials. Such repairs include, but are not limited to, framing or repairing windows and doors which could not otherwise be caulked or weather-stripped and providing protective materials, such as paint, used to seal materials installed under this program.

*LIHEAP* means the Low Income Household Energy Assistance Program administered by the Office.

*Measurement and Verification* means a comprehensive assessment, after implementation of energy efficiency and/or weatherization measures made pursuant to an energy audit, to determine the adequacy, quality and the effectiveness of such energy efficiency and/or weatherization measures in a dwelling unit, which is made by a person having the core competency of an auditor as set forth in the “Core Competencies for the Weatherization Assistance Program”, March 26, 2007.

*Office* means the Office of Energy Resources in the Rhode Island Department of Administration.

*Recovery Act* means the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

*Total project cost* means the combined cost of home heating energy efficiency measures implemented at a dwelling unit, an energy audit performed by a contractor, and measurement and verification performed by a contractor.

*Weatherization Manual* means “Guidelines For The Installation Of Energy Conservation Measures” issued by the Rhode Island State Energy Office—Weatherization Program.”

*Weatherization Materials* mean:

- (1) Caulking and weatherstripping of doors and windows;
- (2) Furnace efficiency modifications including, but not limited to—
  - (i) Replacement burners, furnaces, or boilers or any combination thereof;
  - (ii) Devices for minimizing energy loss through heating system, chimney, or venting devices; and
  - (iii) Electrical or mechanical furnace ignition systems which replace standing gas pilot lights;
- (3) Cooling efficiency modifications including, but not limited to—
  - (i) Replacement air conditioners;
  - (ii) Ventilation equipment;



- (iii) Screening and window films;
- (iv) Shading devices;
- (4) Insulation; and
- (5) Energy efficient windows and storm doors.

#### SECTION 4: Pre-PROPOSAL QUESTIONS & PROPOSAL SUBMISSION REQUIREMENTS

Questions concerning this solicitation must be received by the Division of Purchases at [questions@purchasing.state.ri.us](mailto:questions@purchasing.state.ri.us) no later than the date and time indicated on page one of this solicitation. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

Responses (an original plus four (4) copies) should be mailed or hand-delivered in a sealed envelope marked "RFP # 7323553: WEATHERIZATION OF MULTI-FAMILY HOUSING" to:

RI Dept. of Administration  
Division of Purchases, 2<sup>nd</sup> floor  
One Capitol Hill  
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time may not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered. The official time clock is located in the reception area of the Division of Purchases **(Please be advised that Fedex/UPS do not always arrive by 10:30 am, you would be smart to send your submission to arrive at least one day early)**

#### *Proposal Elements*

At a minimum, proposals shall contain the following elements:

1. A completed and signed three-page RIVIP generated bidder certification cover sheet (downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov))
2. A completed and signed W-9 Form downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) by clicking on RIVIP, then General Information and then Standard Forms.
3. A project schedule including all major activities from notice to proceed to project completion.
4. Completion of the Rhode Island Housing form of application downloaded from either [www.purchasing.ri.gov](http://www.purchasing.ri.gov) or [www.rhodeislandhousing.org](http://www.rhodeislandhousing.org)

5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CDRom, Diskette, flash drive). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested. This CD or diskette should be included in the proposal marked “original”.

#### APPLICATION CONTENTS:

- A) The application shall contain a description of the development including the location of the development, the number and type of dwelling units, the income and other characteristics of the residents as those pertain to the funding priorities and the eligibility threshold, the date of construction of the development and the date or dates of any major renovation of the development.
- B) The application shall describe energy cost burden in relation to household income in the development.
- C) The application shall describe the need for eligible weatherization activities in the development and the approach proposed to be taken meet those needs and shall include a reasonable estimate of the ratio of energy cost savings to the proposed weatherization investment.
- D) The application shall contain documentation of any proposed leveraging of resources for energy efficiency or other critical capital improvements.
- E) The application shall contain project assurances, including: assurances that the project will comply with applicable requirements and guidance of the Recovery Act, including: assurances that the project will comply with municipal comprehensive plans, zoning ordinances, the Building Code, and state agency rules and regulations; assurance that the project will comply with applicable requirements protection of historic resources as administered by the Rhode Island Historical Preservation and Heritage Commission pursuant to Section 106 of the National Historic Preservation Act; assurance that there will be an independent inspection of the project after its completion to determine its consistency with the project application and design and its operational capability to meet energy production levels; and assurance that the project will be completed, verified and inspected on or before March 31, 2012.

#### APPLICATION REVIEW AND RANKING:

Applications will be reviewed for compliance with eligibility and Recovery Act requirements set forth in this RFP and shall be ranked on the following basis:

##### Funding Priorities (50 points)

Each application meeting five or more of the funding priorities on Page 4 herein shall receive 50 points. Applications meeting less than five funding priorities shall receive 10 points for each funding priority.

Energy Cost Burden/High Residential Energy Users (25 points)

a) For developments in which tenants pay their own utilities. The greater the energy cost burden in relation to household income the higher the ranking; an average energy cost burden of 15% of household income or greater shall receive 25 points. Energy cost burdens of less than 15% of the household income shall receive between 0 and 24 points proportionate to the energy cost burden.

b) For developments in which tenants do not pay their own utilities. The greater per unit energy usage for a development the higher the ranking; an average energy cost/usage burden of 30% of a development's gross annual revenue shall receive 25 points. Energy cost/usage of less than 30% of a development's gross annual revenue shall receive 0-24 points proportionate to the energy cost/usage burden.

Energy Consumption/Weatherization Cost (25 points)

Applications will be ranked in order of the ratio of the per unit energy consumption to the average per unit cost of funding requested from the program. Developments will receive from 0-25 points based on their ranking against all other eligible applications.

The technical review committee shall in addition to the above rankings be able to recommend, with written justification, projects of significant merit or especial need and projects necessary to accomplish reasonable geographic distribution. At a minimum projects must meet the following threshold criteria to be scored: 1) a project must be ready to proceed with improvements within 6 months of funding award; 2) project must be financially feasible as proposed in the application including evidence of leveraged funds; and 3) applicant must demonstrate the capacity to complete the work specified within the application and in accordance with contract terms.

**SECTION 5 -- SPECIAL TERMS AND PROVISIONS APPLICABLE TO RECEIPT OF RECOVERY ACT FUNDS**

Contractors shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in the Act itself and as set forth in Appendix A ("Supplemental Terms and Conditions for Contracts and Subawards") which is attached hereto and is hereby incorporated by reference. Contractors shall require its subcontractors to comply, as appropriate.

The Contractor and the Office understand that the Recovery Act provisions may be changed and additional requirements may be added and that each agrees to be bound by such changes, additions, and guidance as may be issued with respect to, and as required under, the Recovery Act or by the State.

**APPENDIX A**  
**TO**  
**REQUEST FOR PROPOSALS REGARDING**

## WEATHERIZATION OF MULTI-FAMILY HOUSING

### **SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS AND SUBAWARDS FUNDED IN WHOLE OR IN PART BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUB.L.NO.111-5**

#### Definitions

"ARRA" or "Recovery Act" means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat.115.

"ARRA Funds" means any funds that are expended or obligated from appropriations made under ARRA.

"ARRA Requirements" means these Supplemental Terms and Conditions, as well as any terms and conditions required by: ARRA; federal law, regulation, policy or guidance; the federal Office of Management and Budget (OMB); the awarding federal agency; or, the Rhode Island Office of Economic Recovery and Reinvestment (OERR).

"Contract" means the contract to which these Supplemental Terms and Conditions are attached, and includes an agreement made pursuant to a grant or loan subaward to a Sub-Recipient.

"Contractor" means the party or parties to the Contract other than the Prime Recipient and includes a subgrantee or a borrower. For the purposes of ARRA reporting, Contractor is either a Sub-Recipient or a Recipient Vendor under this Contract.

"Prime Recipient" means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program. For the purposes of these Regulations, the Office of Energy Resources is the Prime Recipient.

"Recipient Vendor" means a Vendor that receives ARRA Funds from a Prime Recipient.

"Subcontractor" means any entity engaged by Contractor to provide goods or perform services in connection with this contract.

"Sub-Recipient Vendor" means a Vendor that receives ARRA Funds from a Sub Recipient.

"Sub-Recipient" means a non-Federal entity receiving ARRA Funds through a Prime Recipient to carry out an ARRA funded program or project, but does not include an individual that is a beneficiary of such a program. The term " Sub-Recipient" is intended to be consistent with the definition in OMB Circular A-133 and section 2.2 of the June 22, 2009 OMB Reporting Guidance. A Sub-Recipient is sometimes referred to as a subgrantee.

"Supplemental Terms and Conditions" means these Supplemental Terms And Conditions For Contracts And Subawards Funded In Whole Or In Part By The American Reinvestment Recovery Act Of 2009, Pub. L. No. 111-5, as may be subsequently revised pursuant to ongoing guidance from the relevant federal or State authorities.

"Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the project or program funded by ARRA. The term "Vendor" is intended to be consistent with the definition in OMB Circular A-133 and section 2.2 of the June 22, 2009 OMB Reporting Guidance.

#### General

To the extent this Contract involves the use of ARRA Funds, Contractor shall comply with both the ARRA Requirements and these Supplemental Terms and Conditions, except where such compliance is exempted or prohibited by law.

The Contractor acknowledges these Supplemental Terms and Conditions may require changes due to future revisions of or additions to the ARRA Requirements, and agrees that any revisions of or additions to the ARRA Requirements shall automatically become a part of the Supplemental Terms and Conditions without the necessity of either party executing or issuing any further instrument and shall become a part of Contractor's obligations under the Contract.. The State of Rhode Island may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

#### Conflicting Terms

Contractor agrees that, to the extent that any term or condition herein conflicts with one or more ARRA Requirements, the ARRA Requirements shall control.

#### Enforceability

Contractor agrees that if it or one of its subcontractors or sub-recipients fails to comply with all applicable federal and State requirements governing the use of ARRA funds, including any one of the terms and conditions specified herein, the State may withhold or suspend, in whole or in part, funds awarded under the program, recover misspent funds, or both. This provision is in addition to all other civil and criminal remedies available to the State under applicable state and federal laws and regulations.

#### Applicability to Subcontracts and Subawards

Contractor agrees that it shall include the Supplemental Terms and Conditions set forth herein, including this provision, in all subcontracts or subawards made in connection with projects funded in whole or in part by ARRA, and also agrees that it will not include provisions in any

such subcontracts or subawards that conflict with either ARRA or the terms and conditions herein.

#### Availability of Funding

Contractor understands that federal funds made available by ARRA are temporary in nature and agrees that the State is under no obligation to provide additional State-financed appropriations once the temporary federal funds are expended.

#### Inspection and Audit of Records

Contractor agrees that it shall permit the State and its representatives, the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to:

- i. Examine, inspect, copy, review or audit any records relevant to, and/or involve transactions relating to, this agreement, including documents and electronically stored information in its or any of its subcontractors' or sub-recipients' possession, custody or control unless subject to a valid claim of privilege or otherwise legally protected from disclosure; and
- ii. Interview any officer or employee of the Contractor regarding the activities and programs funded by ARRA.

#### Registration Requirements

**DUNS Number Registration.** Contractor agrees: (i) if it does not have a Dun and Bradstreet Data Universal Numbering System (DUNS) Number, to register for a DUNS Number within 10 business days of receiving this Contract; (ii) to provide the State with its DUNS number prior to accepting funds under this agreement; and (iii) to inform the State of any material changes concerning its DUNS number.

**Central Contractor Registration.** To the extent that Contractor is a Sub-Recipient, it agrees: (i) to maintain a current registration in the Central Contractor Registration (CCR) at all times this agreement is in force, (ii) to provide the State with documentation sufficient to demonstrate that it has a current CCR registration, and (iii) to inform the State of any material changes concerning this registration.

**FederalReporting.gov Registration.** To the extent that Contractor is a Sub-Recipient, it agrees: (i) to register on FederalReporting.gov within 10 business days of receiving this subaward; (ii) to maintain a current registration on FederalReporting.gov at all times this agreement is in force; (iii) to provide the State with documentation sufficient to demonstrate

that it has a current registration on FederalReporting.gov, and (iv) to inform the State of any material changes concerning this registration.

#### Reporting Requirements under § 1512 of ARRA

Contractor agrees to provide the State with data sufficient to fulfill the State's ARRA reporting requirements within the timeframes established by State or federal law, regulation or policy, including but not limited to section 1512 reporting requirements.

To the extent that Contractor is a Sub-Recipient with a Subaward having a total value of greater than \$25,000, it agrees to report directly to the Federal government the information described in section 1512(c) of ARRA using the reporting instructions and data elements available online at FederalReporting.gov, and ensure that any information that is prefilled is corrected or updated as needed. Information from these reports will be made available to the public.

To the extent that Contractor is a Sub-Recipient with a Subaward having a total value of greater than \$25,000, it accepts delegation of reporting responsibility of FFATA data elements required under section 1512 of ARRA for payments from the State. Sub-Recipient shall utilize the federal government's online reporting solution at [www.FederalReporting.gov](http://www.FederalReporting.gov). Reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by ARRA.

To the extent that Contractor is a Sub-Recipient with a Subaward having an initial total value of less than \$25,000, but is subsequently modified to exceed \$25,000, Contractor agrees that subsections (b) and (c) above apply after the modification.

#### Wage Rate Requirements under § 1606 of ARRA

Contractor agrees that it will comply with the wage rate requirements contained in section 1606 of ARRA, which requires that, notwithstanding any other provision of law, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to 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 Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Rhode Island is available at <http://www.gpo.gov/davisbacon/ri.html>.

Contractor agrees that it will comply with all federal regulations issued pursuant to section 1606 of ARRA, and that it will require any subcontractors or sub-recipients to comply with the above provision.

#### Required Jobs Data Reporting under § 1512(c)(3)(D) of ARRA

Contractor agrees, in accordance with section 1512(c)(3)(D) of ARRA and section 5 of the June 22, 2009 OMB Reporting Guidance (entitled "Reporting on Jobs Creation Estimates and by



Recipients"), to provide an estimate of the number of jobs created and the number of jobs retained by ARRA-funded projects and activities. In order to perform the calculation, the Contractor will provide the data elements listed in sub-section (b) below.

Contractor agrees that, no later than two business days after the end of each calendar quarter, it will provide to the State the following data elements using a form specified by the State:

- i. The total number of ARRA-funded hours worked on this award.
- ii. The number of hours in a full-time schedule for a quarter.
- iii. A narrative description of the employment impact of the ARRA funded work. This narrative is cumulative for each calendar quarter and at a minimum, shall address the impact on the Contractor's workforce and the impact on the workforces of its subcontractors or sub-recipients.

Contractor agrees that, in the event that the federal government permits direct reporting of section 1512(c)(3)(D) jobs data by sub-recipients or vendors, it will directly report jobs data to the federal government, consistent with any applicable federal law, regulations and guidance.

#### Segregation of Funds

Contractor agrees that it shall segregate obligations and expenditures of ARRA funds from other funding it receives from the State and other sources, including other Federal awards or grants.

Contractor agrees that no part of funds made available under ARRA may be commingled with any other funds or used for a purpose other than that of making payments in support of projects and activities expressly authorized by ARRA.

#### Disclosure pursuant to the False Claims Act

Contractor agrees that it shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, 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 ARRA funds.

#### Disclosure of Fraud, Waste and Mismanagement to State Authorities

Contractor shall also refer promptly to the Rhode Island Department of Administration, Department of Purchases, any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of State or Federal laws and regulations in connection with funds appropriated under ARRA.

#### Prohibited Uses of ARRA Funds

Contractor agrees that neither it nor any subcontractors or sub-recipients will use the funds made available under this agreement for any casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools, or similar projects.

Contractor agrees that neither it nor any subcontractors or sub-recipients will use the funds made available under this agreement in a manner inconsistent with any certification made by the Governor or any other State official pursuant to the certification requirements of ARRA, which are published online at <http://www.recovery.ri.gov/certification/>.

#### Whistleblower Protection under §1553 of ARRA

Contractor agrees that it shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that he or she reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to covered funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds; (4) an abuse of authority related to the implementation or use of covered 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 covered funds.

Contractor agrees to post notice of the rights and remedies available to employees under section 1553 of ARRA.

**Please note that the State will strictly enforce compliance with all ARRA Requirements and these Supplemental Terms and Conditions. Accordingly, all Contractors should familiarize themselves with these Supplemental Terms and Conditions as well as all ARRA Requirements as they relate to this Contract.**