



Solicitation Information  
29 Sept 11

**RFP # 7449096**

**TITLE: (ARRA) ENERGY PROGRAM SOFTWARE SOLUTIONS**

**Submission Deadline: 24 Oct 11 @ 11:30 AM (Eastern Time)**

Questions, in a Microsoft Word format, concerning this solicitation must be received by the Division of Purchases at [questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov) no later than **11 Oct 11 @ 12:00 Noon** (Eastern 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.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

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

**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 The Rhode Island Office of Energy Resources is soliciting proposals for services to provide software system implementation services from qualified respondents, 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). Special terms and conditions apply to the use of these funds and a general description of the special terms and conditions are described in Section 6.*

This solicitation, and subsequent award, 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 work is described herein.

### **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

- 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 will 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.
- 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
- 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.
- 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)."

Questions, in **Microsoft Word Format**, concerning this solicitation, may be e-mailed to the Division of Purchases at [questions@purchasing.state.ri.us](mailto:questions@purchasing.state.ri.us) no later than the date & time indicated on page 1 of this solicitation. Please reference the RFP # on all correspondence.

Responses to questions received, if any, will be provided, as an Addendum to this RFP, and posted on the Rhode Island Division of Purchases website at ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) It is the responsibility of all interested respondents to download this additional information. *If technical assistance is required to download, call the Help desk at (401) 222-3766.*

## SECTION 2 – PROJECT DESCRIPTION

### *Introduction and Background*

The State of Rhode Island recognizes that modern software systems may provide greater operational efficiency and improved fiscal controls for the Low Income Home Energy Assistance program (LIHEAP) and the Weatherization Assistance Program (WAP).

The State of Rhode Island recognizes that failure to comply with the special terms and conditions of Recovery Act grants will result in revocation of funds from the state.

*Program Overview.* The Office of Energy Resources (OER) is seeking to procure, using Recovery Act funds, software system implementation services as follows:

- 1) RI OER is seeking WAP and LIHEAP eligibility, tracking, payment processing, and reporting software solution.
- 2) The LIHEAP module must allow multiple user classes, input data based on unique clients, calculate eligibility, check against the Social Security Administration's Death Master File, track payments to oil and gas vendors, make payments to oil and gas vendors, and generate reports for the federal Department of Health and Human Services (HHS) and Department of Energy (DOE) on financial status and client demographics.
- 3) WAP has the same eligibility requirements as LIHEAP. Weatherization consists of cost-effective, and energy efficient measures for residential and multifamily housing for homeowners and renters. These measures revolve around heating, cooling, electrical, hot water, and appliances that reduce a client's energy burden. The software solution should import the client list from the LIHEAP module, prioritize clients, track measures to be installed (e.g. type and amount of insulation and cost etc), track costs by funding source, and provide an output file to meet Federal reporting requirements.

- 4) A database with ACID properties shall be created for the purposes outlined above. The database should be accessible online through a web browser by multiple user classes. The database shall be capable of importing existing data from a common format.
- 5) The database shall contain information security controls including physical and electronic access control, system auditing, strong authentication, encryption, data integrity checks, regular data back-ups, and application and network security.
- 6) The software solution shall be capable of transferring funds via the Federal Reserve's Automated Clearing House (ACH) system. Funds will be transferred from multiple State of Rhode Island Office of Energy Resources accounts to oil and gas vendors for the purposes of oil or gas delivery or for the purposes of applying credit to the accounts of individual residential households of clients. Records of funds transfers shall include identifying information including but not limited to the name and address of a client and the name and address of a vendor sufficient to produce an invoice for each transaction.
- 7) The system should be capable of exporting data in common formats (e.g. Comma Separated View) and generating reports sufficient to meet the guidelines of various federal agencies that are funding the programs.

*Scope of Services.*

The State therefore seeks proposals from qualified firms or teams of firms to administer and implement a software solution for the WAP and LIHEAP programs as follows:

The software service provider shall:

1. Design and administer a software system to manage the WAP and LIHEAP programs commencing on or before XXX XX, 2011.
2. The software service provider will provide an implementation plan that will include a strategy for working with Rhode Island Community Action Agencies, the Department of Administration and the Office of Energy Resources to train users and administrators to utilize the system properly.
3. Input existing data, enroll vendors for automated payment, and begin training users and administrators at least one month prior to system activation in order to ensure a smooth programmatic transition.
4. Include a plan and pricing for ongoing user support and network management for a term of three (3) years. User support should be provided for all user classes during business hours (8:30 am - 4:30 pm eastern time, Monday through Friday) at a minimum.
5. Communicate with the Department of Administration, Division of Information Technology to assure that security measures are sufficiently robust to handle confidential client information. A security plan outlining proposed security measures shall be provided. The database should include, at a minimum, physical and electronic access control, system auditing, strong authentication, encryption, data integrity checks, regular data back-ups (preferably daily at multiple physical locations), and application and network security. Web access should be exclusively utilizing the SSL/TLS protocol (HTTPS). Network security shall be the sole responsibility of the service provider.

6. Develop a system that tracks the client service system sequentially through the following steps:
  - a. Users at the OER will input allowable funding amounts, income guidelines, and allowable measures for a given year.
  - b. Workers at a Community Action Agency input client data into the system. The system will validate client data to ensure they meet state and Federal guidelines.
  - c. The system provides a purchase order (preferably electronic) to a vendor (heating fuel provider for LIHEAP, contractor for WAP)
  - d. The vendor provides the goods and services ordered and notifies the Community Action Agencies via invoice.
  - e. The workers at Community Action Agencies verify the work, mark the transaction processed in the system, and input the invoice into the system.
  - f. The system then moves the transaction to a batch for that given vendor. The OER and/or DOA approve the batch payment and funds are transferred electronically to the vendor. The system marks the transaction as paid.
7. Work with the Department of Administration to determine the method and frequency whereby batch payment processing will occur. Payment shall occur through the ACH system upon confirmation of delivery of goods by the Community Action Agencies and approval of the DOA/OER.
8. Commence working with the Office of Energy Resources as soon as possible for the purposes of establishing the specifics of the data required for the daily operations of the WAP and LIHEAP programs.
9. Establish a database complete with user classes and the ability to store scanned documents and relate them to data fields. It is anticipated that 3 user classes will be required. These include: a user class for workers at Community Action Agencies who input client information, a user class for administrators of the LIHEAP and WAP programs, and an administrator user class. Client information is anticipated to include names, addresses, client contact information, income, social security numbers, community action agency handling client, name of employee handling client, contact information for employee handling client, home heating fuel type, home heating fuel vendor, annual number of energy delivery, status of energy delivery, amount of fuel delivered, price of fuel delivered, weatherization measure installed, quality of installed measure, quantity of installed measure, price of installed measure, confirmation of installation of measure, invoices from vendors, notes, and dates and times of each step in the process. Clients should be identified both uniquely (as individuals) and by household (as groups). More data may be identified and/or required as discussions with the OER commence.
10. Establish a graphic user interface (GUI) for the system. The GUI should strive for simplicity and ease of use for all user classes inputting data. For reporting purposes, data should easily roll up into simple and visually appealing reports that may cut across data fields. Data queries should be simple and should not require that users have knowledge of SQL data queries or Boolean algebra. Importing and validating data from common formats (e.g. tab delimited or comma delimited text etc) should be as simple as should exporting data to these formats and creating visually appealing reports in a common format (such as portable document format .pdf). Scanned files should also be easily accessible as they relate to transactions and shall be stored in a common format.

11. Establish rules for data validation and auditing. Multiple weatherization measures or energy deliveries may occur in a given year per rules developed by the OER that should be inputted annually by an OER user class. The maximum amount to be paid per energy delivery and per weatherization measure is also set annually, as are client income level requirements. These measures should be used for the purposes of data validation. Data validation shall also include cross-referencing with the Social Security Administration's Death Master File to ensure that clients provide active social security numbers.
12. Provide a process for handling incomplete and rejected applications. The process should lend itself to data validation whilst simultaneously ensuring quality and timely client service. Incomplete or contested applications should be associated with a date and time and dealt with in the order received.
13. Structure a proposal in such a way that the State of Rhode Island remains the sole owner of all data in the system and purchases use of the system outright without requiring annual software license renewals, additional fees to add users, or any other ongoing fee, save for fees related to customer support or additional programmatic changes requested by solicitation of the state.
14. Work with vendors as necessary to simplify the payment process.

**Proposed Contract Term:** 3 years.

### 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.

*Database* means an organized collection of data in digital form including a database management system that guarantees database transactions are processed reliably.

*LIHEAP* means the Low Income Home Energy Assistance Program

*Office or OER* 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.

*Software Service Provider* means a contractor with overall responsibility for designing and implementing a software solution sufficient to meet the requirements of the LIHEAP and WAP programs. A software service provider may provide hardware, network support, and user support directly or may make arrangements through subcontractors.

*Vendor* means an oil, propane, electric, or natural gas vendor identified by a client as the provider of heating fuel for a client's household.

*WAP* means the Weatherization Assistance Program

## SECTION 4 – PROPOSAL QUESTIONS, SUBMISSION, & REQUIREMENTS

Questions, in a Microsoft Word format, concerning this solicitation must be received by the Division of Purchases at [questions @purchasing.ri.gov](mailto:questions@purchasing.ri.gov). no later than date & time indicated on page one of this solicitation. The RFP # should be placed on all communication. 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.

Responses (**an original plus four (4) copies** ) should be mailed or hand-delivered in a sealed envelope marked “**RFP # 7449096: ENERGY PROGRAM SOFTWARE SOLUTIONS**” to

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

NOTE: Proposals must be received in DOA / Purchases prior to the published submission deadline. Proposals received after the submission deadline (due date) and time will 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 may 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

### *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. Qualification statement for the firm or team, including, but not necessarily limited to:
  - a. The experience of the firm or, for a team, the experience of each team member in providing similar software solutions
  - b. The experience of key firm or team members in providing similar software solutions
  - c. An organization chart for the project team indicating the name of the team member, the team reporting structure and a narrative describing the responsibility of the team member.



- d. Financial information demonstrating the capability of the firm or team to complete the project successfully. Audited financial statements are not required for this proposal, but will be prior to the beginning of final price negotiations. Significant deviation in the audited financial statements from information submitted with the proposal will be cause for termination of final negotiations.
  - e. Other information at the discretion of the proposer that will demonstrate the firm or team's ability to meet the State's goals for this project.
  - f. Standard Form 330 (available on the Purchasing Website on the Standard Forms page), as well as other details including personnel, experience, and qualifications data as requested in this solicitation
4. Price Proposal for providing software services for the LIHEAP and WAP programs. The proposal shall include a unit price for software (if applicable), hourly rates for development, total estimated hours of development time required, annual rates for live user support, hardware and/or network costs including any related maintenance, any other fees itemized, and a total price figure.
  5. A project schedule including all major activities from notice to proceed to project operation.
  6. An implementation plan that will include a strategy for working with the State of Rhode Island, Community Action Agencies, and vendors to ensure that the system is up and running in time for the winter heating season.
  7. An information security plan that outlines all security measures proposed for the review of the Division of Information Technology.
  8. A Recovery Act compliance proposal including progress report reporting as described in Section 6 and as may be amended to comply with additional reporting guidance from the State and/or the United States Department of Energy.
  9. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CD Rom or Flash). Microsoft Word / Excel OR .pdf format is preferable. Only 1 electronic copy is requested. This CD or flash drive should be included in the proposal marked "original".

#### *Proposal Evaluation Premises*

The State is seeking qualified proposers with a history of success in providing software services.

Proposers must meet the following minimum requirements:

1. Provide an assurance letter that proposer and/or subcontractor/s will be responsible for data security and will work with the Division of Information Technology to assure that the system is sufficiently secure to handle confidential client information.
2. Comply with the general requirements in Section 2.

*Proposal Evaluation Criteria*

Criterion	Weight	Considerations
Quality of Firm: Proposal/Experience	50%	<ol style="list-style-type: none"> <li>1. Level and quality of experience in developing software solutions such as those described herein</li> <li>2. Quality of implementation plan, level of experience in implementing similar software solutions</li> <li>3. Ability to simplify the business process workflow</li> <li>4. Capacity to perform, staff qualifications &amp; experience</li> <li>5. Cost control experience / fiscal capacity</li> <li>6. Quality of security plan</li> </ol>
Price Proposal	50%	<ol style="list-style-type: none"> <li>1. Lowest price for software solution implementation and ongoing network and user support</li> <li>2. Lowest continuing annual costs</li> </ol>

Evaluation of proposals will include consideration of competence and general experience to provide the required services; experience and qualifications of personnel; availability of personnel, equipment and facilities to perform expeditiously; past performance with respect to control of costs, quality of work, ability to meet deadlines; the submittal of a formal work plan; evidence of fiscal capacity, **ability to meet Recovery Act requirements as set forth herein**, and capacity to simplify the business processes of the LIHEAP and WAP programs.

**Respondents are advised that reimbursable expenses, to include sub-consultant services, that may be included in the contract award resulting from this solicitation shall not exceed actual cost incurred x 1.06.**

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

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

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

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

**A. APPENDIX A**

**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**

**1. Definitions**

- a. "ARRA" or "Recovery Act" means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat.115.
- b. "ARRA Funds" means any funds that are expended or obligated from appropriations made under ARRA.
- c. "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).
- d. "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.
- e. "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.
- f. "Prime Recipient" means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program.
- g. "Recipient Vendor" means a Vendor that receives ARRA Funds from a Prime Recipient.
- h. "Subcontractor" means any entity engaged by Contractor to provide goods or perform services in connection with this contract.
- i. "Sub-Recipient Vendor" means a Vendor that receives ARRA Funds from a Sub-Recipient.

- j. "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.<sup>1</sup> A Sub-Recipient is sometimes referred to as a subgrantee.
- k. "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.
- l. "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.

## **2. General**

- a. 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.
- b. 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.

## **3. 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.

## **4. 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

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<sup>1</sup> Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009, M-09-21 (June 22, 2009), available at [http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-21.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf).

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.

#### **5. 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.

#### **6. 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.

#### **7. 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.

#### **8. Registration Requirements**

- a. **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.
- b. **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.

- c. **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.

**9. Reporting Requirements under § 1512 of ARRA**

- a. 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.
- b. 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.
- c. 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.
- d. 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.

**10. Buy American Requirements under § 1605 of ARRA**

- a. Contractor agrees that, in accordance with section 1605 of ARRA, it will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. In addition to the foregoing Contractor agrees to abide by all regulations issued pursuant to section 1605 of ARRA.
- b. Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in section 1605 of ARRA and federal regulations issued pursuant thereto.

**11. Wage Rate Requirements under § 1606 of ARRA**

- a. 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>.
- b. 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.

**12. Required Jobs Data Reporting under § 1512(c)(3)(D) of ARRA**

- a. 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.
- b. 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.
- c. 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.

**13. Segregation of Funds**

- a. 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.
- b. 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.

**14. 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.

**15. 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.

**16. Prohibited Uses of ARRA Funds**

- a. 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.
- b. 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/>.

**17. Whistleblower Protection under §1553 of ARRA**

- a. 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.

- b. 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.**

END