



**Solicitation Information**  
**23 Feb 11**

**LOI# 7448316**

**TITLE: ARRA – CPPW Tobacco Control Initiative Capacity Building Training Consultant**

**Submission Deadline: 17 March 11 @ 10:30 AM (Eastern Time)**

Questions concerning this solicitation must be received by the Division of Purchases at [questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov) no later than **4 March 11 at 12:00 Noon (Eastern Time)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

**Jerome D. Moynihan, C.P.M., CPPO**  
**Assistant Director for Special Projects**  
**Division of Purchases**

**Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)**

Note to Applicants:

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 – INTRODUCTION**

The Rhode Island Department of Administration, Division of Purchases, on behalf of the Rhode Island Department of Health (HEALTH), Division of Community, Family Health and Equity is requesting Letters of Interest (LOI) from qualified consultant(s) to develop and implement training workshops to build the capacity of ARRA-CPPW funded partners.

### **Background**

The American Recovery and Reinvestment Act of 2009 established that “\$650M shall be provided to carry out evidence-based clinical and community-based prevention and wellness strategies authorized by the Public Health Service Act that deliver specific, measurable health outcomes that address chronic disease rates.” The Department of Health and Human Services (HHS) has developed an initiative in response to the Act. The goal of the HHS initiative – *Communities Putting Prevention to Work* – is to reduce risk factors and prevent/delay chronic disease and promote wellness in both children and adults. The initiative was launched by HHS in a press briefing held on September 17, 2009.

The Rhode Island Department of Health (HEALTH), Division of Community, Family Health and Equity was awarded the *Communities Putting Prevention to Work – Providence Tobacco Free Initiative* grant through the American Reinvestment and Recovery Act (ARRA) issued by the Centers for Disease Control (CDC). The goal of the initiative is to decrease smoking and to prevent youth tobacco use in the city of Providence by strengthen existing youth tobacco access laws, increasing resistance to tobacco marketing, changing social norms around tobacco use, increasing enforcement of smoke-free policies, and increasing smoking cessation success. This initiative will also close the gap in health disparities that exists in neighborhoods where smoking and disease rates are higher, and where relentless tobacco advertising and aggressive sales practices prey on vulnerable populations.

Vendors responding to this LOI will incorporate best practices from around the country to assist community-based and funded organizations build capacity to effectively implement and more importantly, sustain their current project activities. Up to \$50,000 is available to one or more consultant entities that can demonstrate knowledge and expertise in the delivery of the specified trainings outlined herein.

This solicitation, and any 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), as well as the terms of this request.

## **SECTION II - 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 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.
- 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 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.
- **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 III - TOPIC AREAS FOR SERVICES COVERED BY THIS REQUEST INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:**

The selected contractor(s) will be responsible for providing high quality, in-depth, capacity-building training with funded partners and organizations. Trainings must accommodate 8-10 participants each and must be scheduled in multiple sessions. Instruction may be provided through the use of web-based training tools, visual aids, workbooks, handouts, multi-media, power-points and other training aids using sound instructional design and methodology. Applicant(s) may select to facilitate one or more of the following training modules:

**MODULE A - Grant Writing**

**Part 1 – Grant Writing Tools for Non-Profit Organizations**

Successful grant writing involves solid advance planning and preparation. This training is geared for grant writers who wish to understand how to better match their proposals to the guidelines of donor agencies and write grants that will result in procuring funding for their projects. Equally, this training should serve as a refresher course for more experienced grant writers who wish to augment their skills on the latest approaches needed for successful grant research and writing. Participants will understand how to navigate the world of grant procurement, focus on the key sections of successful proposals and demonstrate that their projects merit the excellence and innovation above other submissions. Participants should also be able to understand the diversity within the funding community and how to respond to various guidelines.

Topics covered during this session(s) should cover the overall process and important elements of grant-writing, including, but not limited to, a needs statement, mission, goals, objectives, activities, evaluation, key personnel, budgets, formatting, applicant accountability/competence, and follow-up. Participants should also become familiar with the basic requirements and procedures for researching and writing state/federal grant proposals.

Participants should also be exposed to trends and financial support available for social justice-related activities. Session(s) should engage the attendees in interactive exercises, writing, lectures and discussions so that all participants will leave the workshop understanding how to research, write and develop their specific project.

By the end of the training, workshop participants should learn:

- How to plan and research potential funding sources;
- How to understand a grant makers guidelines before writing a proposal;
- How to prepare letters of inquiry in order to be invited to submit a full proposal;
- How to create the right fit with the funding agency;
- How to reflect planning, research and vision throughout the proposal;
- How to effectively write the key elements of a proposal;
- How to demonstrate project logic, outcome, impact and community support;
- How to integrate each component of the grant into the final product; and,
- How to develop a focused and realistic budget.

### **Part 2 - Grant Writing for Sustainability**

In the context of grant writing, sustainability refers to the long term financing of the program, after the initial funding period has concluded. Developing a clear plan for sustainability is important, given the growing competition for grant dollars. Funding sources are sending clear messages that they expect organizations to demonstrate precisely how the long-term financial sustainability of the project is to be funded and how the organization as a whole will sustain itself. This training should provide partners and grantees with specific strategies on how to articulate and acknowledge the importance of sustainability and how to develop a plan that clearly and effectively communicates to funding sources how an organization or specific project will be utilized to sustain the organization long term.

By the end of the training, participants should learn:

- What is program sustainability;
- How to clarify program/organization vision;
- How to identify key issues in sustaining program/organizational work;
- How to communicate strategies to achieve long-term goals; and,
- Steps on how to build a realistic sustainability action plan.

## **MODULE B – Data Collection**

### **Part 1 - Basic Data Collection Methods and Types of Data Collection Tools**

The purpose of this training is to introduce methods of gathering information for use in various studies or decision making situations. Depending on the required outcome or information needed, the methods of data collection can vary and even be combined to achieve needed results. Components of the training should include, but are not limited to, the following topics:

- Introduction to primary and secondary methods for gathering information;
- How to use data to inform research;
- Types of data collection tools and how to choose the best data collection method;
- The difference between quantitative and qualitative data collection; and,
- How to use the internet and web-based resources for data research.

By the end of the training, participants should learn:

- Methods of data collection;
- Data uses as well as advantages and disadvantages; and,
- Data collection processes and types of data collection tools required and used in research.

### **Part 2 - How to Effectively Use and Design Questionnaires & Survey**

Developing effective surveys requires an eye for unbiased question design as well as an understanding of how the results of the survey will be used. Building on proven strategies that work in real-world contexts, this training will provide guidance in the planning and execution of all aspects of the survey design process. Participants will be introduced to the fundamentals of questionnaire/survey design and administration as well as become familiar with the tools needed to develop and improve their own questionnaires/surveys. This training should use a combination of direct instruction with hands-on opportunities for participants to apply what is learned; be able to explore different types of surveys, understand the advantages and challenges associated with various administration methods, guidance on how to choose the right survey, and problems to avoid. Components of the training should include, but are not limited to, the following topics:

- Defining the objectives of the survey;
- Understanding and determining the sampling group;
- Writing the questionnaire/survey;
- Administering the questionnaire/survey; and,

- Interpretation of questionnaire/survey results.

By the end of the training, participants should learn:

- The various types and formats of questionnaires/surveys;
- Strategies for increasing response rates;
- How to tracking outcomes and needs;
- How to interpret survey results;
- How to report useful results to a wide variety of stakeholders; and,
- Barriers and strategies to surmount barriers when using survey results.

### **Part 3 - Focus Group Research: Planning and Implementation**

Focus groups can reveal a wealth of detailed information and insight. When well executed, a focus group creates an accepting environment that puts participants at ease allowing them to thoughtfully answer questions in their own words and add meaning to their answers. Surveys are good for collecting information about people's attributes and attitudes. However, to understand issues at a deeper level, focus group can be more useful and informative. A good focus group requires planning – a lot more planning than merely inviting a few key people to casually share their opinions about a topic. This training will provide an understanding of the benefits of using focus groups as well as instruction on best practices on how to conduct a successful focus group. Components of the training should include, but are not limited to, the following topics:

- Defining a focus group;
- Types of focus groups;
- Designing focus group questions;
- Recruiting and preparing for participants;
- Conducting the focus group;
- Analyzing the data;
- The role of the moderator; and,
- Ethical issues and confidentiality;

By the end of the training, participants should learn:

- How to prepare and develop questions;

- How to facilitate focus group sessions;
- The theoretical basis for focus groups and its implications for practice;
- Strategies to create and maintain focus group discussion;
- Approaches to moderating a focus group while being sensitive to cross-cultural issues;
- How to stimulate discussion in community forums, committee meetings, and social settings; and,
- How to overcome some of the difficulties which can arise.

## **MODULE C – Program Planning and Evaluation**

### **Part 1 – Understanding and Using the Logic Model**

The Logic Model process is a tool that has been used for more than 20 years by program managers and evaluators to describe the effectiveness of their programs. The model describes logical linkages among program resources, activities, outputs, audiences, and short, intermediate, and long-term outcomes related to a specific problem or situation.

Once a program has been described in terms of the logic model, critical measures of performance can be identified. The application of the logic model as a planning tool allows precise communication about the purposes of a project, the components of a project, and the sequence of activities and accomplishments. Components of this training should include, but are not limited to, the following topics:

- Why use a logic model;
- Basic logic model formats;
- How to read a logic model; and,
- How to use logic models for project planning and proposal development;

By the end of the training, participants should learn:

- The purpose of the logic model;
- What to include and what not to include in a logic model;
- Size and level of detail in a logic model;
- Definitions of basic terms of a logic model;
- How to design and write a logic model; and



- How logic models better position programs for success.

### **Part 2 - Introduction to Program Evaluation**

Evaluation is a continual and systematic process of assessing the value or potential value of programs to guide decision-making for the program's future. Evaluation or outcome measurement is also an important component of grant writing that not only helps to underscore need, but also demonstrates service results and accountability. The purpose of this training is to provide participants with a basic understanding of how to design, conduct, monitor, and modifying an evaluation plan that will generate the information needed to improve program results and communicate program performance to key stakeholder groups. Components of the training should incorporate discussion and exercises to introduce the steps in conducting useful evaluations. Components of the training should include, but are not limited to, the following topics:

- What is program evaluation and why is program evaluation helpful;
- Basic components of an evaluation plan;
- Planning program evaluation (what do you want to learn about, what info is needed);
- Major types of program evaluation (evaluating program processes, goals, outcomes, etc.);
- Overview of methods to collect information (questionnaires, interviews, focus groups, etc.);
- Selecting which methods to use (which methods work best to get needed info from audiences);
- How to analyze and interpret information; and,
- How to report evaluation results and pitfalls to avoid.

By the end of the training, participants should learn:

- The basic steps to an evaluation and important drivers of program assessment;
- Evaluation terminology;
- Logic modeling as a tool to describe a program and develop evaluation questions and focus; and,
- Methods for analyzing and using evaluation information.

### **SECTION IV – RESOURCES FOR THE PROJECT**

Department of Health and Human Services

Communities Putting Prevention to Work Initiative  
<http://www.hhs.gov/recovery/programs/cppw/factsheet.html>

Centers for Disease Control and Prevention – Communities Putting Prevention to Work  
<http://www.cdc.gov/CommunitiesPuttingPreventiontoWork/>

RI Department of Health Tobacco Control Program  
<http://www.health.ri.gov/healthrisks/tobacco/>

Campaign for Tobacco Free Kids  
<http://www.tobaccofreekids.org/index.php>

## **SECTION V – APPLICANT QUALIFICATIONS**

The contractor(s) selected as a result of this request will work closely with and be supervised by the ARRA-CPPW HEALTH Program Manager. Contractor must demonstrate the following qualifications:

- strong presentation and meeting management skills;
- excellent verbal and written communication skills;
- demonstrated knowledge of the topic area and approaches that can be implemented to meet program/organizational needs;
- strong knowledge of training practices and principles and methods; and
- experience with curriculum development, course design, and training effectiveness.

## **SECTION VI - CONTRACT INFORMATION**

A contract resulting from this award will be issued approximately June 1, 2011. Up to \$50,000 is available through February 01, 2012. Funding for this project is available through Centers for Disease Control and Prevention (CDC) Communities Putting Prevention to Work (CPPW) American Recovery and Reinvestment Act grants to HEALTH and is contingent upon funding. The project will **not** be renewable as funding is time limited.

The consultant selected as a result of this request will be responsible to the Director of Health. Any award resulting from this request will be subject to the state's General Conditions of Purchase, which is available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us), as well as the terms of this request.

## **SECTION VII - PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. Please reference LOI # on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to 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. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties will be permitted. Interested offerors may submit proposals to provide the services covered by this request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (an original plus four (4) copies) should be mailed or hand-delivered in a sealed envelope marked “LOI# 7448316 - ARRA-CPPW Tobacco Control Initiative Capacity Building Training Consultant” to:

RI Department 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 will not be considered. Proposals misdirected to other State locations or those not presented to 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 in the reception area of the Division of Purchases.

## **RESPONSE CONTENTS**

Responses should include the following:

1. A completed and signed three-page R.I.V.I.P. 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 downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
3. A *separate* Technical Proposal describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation.
4. A Budget and Budget Narrative to include: Name of consultant(s), organizational affiliate if applicable, nature of services rendered, number of days of consultation (basis for fee) and the expected rate of compensation (supplies, local travel and other related expenses).
5. In addition to the multiple hard copies of the proposals required, respondents are requested to provide their proposal in electronic format (CD, diskette, or flash drive). Microsoft Word / Excel or PDF format is preferable. Only one electronic copy is requested and it should be placed in the proposal marked “original.”

## **SECTION VIII - EVALUATION CRITERIA**

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies that have experience working with community-based programs. The maximum possible score is 100 points and *applications scoring below 70 points in the technical review will not be considered*. HEALTH reserves the right not to fund any proposal(s). Applicants may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in their proposal. Proposals will be reviewed and scored based upon the following criteria:

### **0-25 Points: Consultant Capacity**

- Qualifications and experience of staff assigned to perform desired services as well as knowledge and expertise of designated training topics are clearly demonstrated.

### **0-25 Points: Past Experience**

- Experience with the delivery of capacity building training with state and community-based agencies.

### **0-20 Points: Understanding of the Project**

- Understanding of the State's requirements including results intended and desired, and approach to be employed is demonstrated.

### **0-10 Points: Letters of Support**

- At least three letters of reference are included that reflect the offeror's ability to engage community stakeholders and key decision makers in community policy change.

### **0-20 Points: Cost Proposal**

- The cost proposal fairly represents standard industry costs for similar projects.
- The cost proposal is responsive to the established project budget.
- Staff is identified, including percent effort or hourly effort on the project

## **CONCLUDING STATEMENTS**

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 proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for this award.

The Technical review Committee will present written findings, including the results of all evaluations, to the State's Architect/Engineer and Consultant Services Committee that will recommend three finalists to the Director of the Department of Administration, who will make the final selection for this requirement.

State of Rhode Island Department of Health  
**Solicitation for Expenditure of Federal ARRA Funds**

**NOTICE TO APPLICANTS**

See Supplemental Terms and Conditions for Contracts and Sub-Awards  
Funded in Whole or in Part by ARRA

Attached is a solicitation from the **Rhode Island Department of Health (HEALTH)** for proposals for funds to address the goals of the **American Recovery and Reinvestment Act of 2009 (ARRA)**. ARRA was signed into US law February 17, 2009 and is designed to stimulate economic recovery, and to reduce healthcare costs through prevention activities.

**HEALTH** is a **Prime Recipient** of ARRA funds, which means it is a non-Federal entity that will expend Federal awards directly from a Federal awarding agency to carry out a Federal Program. Under ARRA rules, any entities that are awarded ARRA funds by HEALTH or HEALTH Sub-Recipients and/or Vendors will be subject to special reporting requirements, as outlined in the attached **Supplemental Terms and Conditions for Contracts and Sub-awards Funded in Whole or in Part by ARRA**.

**Additional requirements for ARRA Sub-Recipients (Sub-Grantees)** – entities receiving ARRA funds through HEALTH, the Prime Recipient, to carry out an ARRA funded program or project:

- Comply with Supplemental Terms and Conditions for Contracts and Sub-awards Funded in Whole or in Part by ARRA.
- Designate a person or persons to attend all required RI Office of Economic Recovery & Reinvestment (RI OERR) ARRA training and to do required reporting.
- Attend RI OERR 1512 sub-recipient training and jobs data training due to ARRA funding.
- Report jobs data to **HEALTH** no later than two (2) days after the quarter end.

**Additional requirements for ARRA Vendors** – a dealer, distributor, merchant, or other seller providing goods or services that are required for the project or program funded by ARRA:

- Comply with Supplemental Terms and Conditions for Contracts and Sub-awards Funded in Whole or in Part by ARRA.
- Designate a person or persons to attend RI OERR jobs training to report jobs retained or created due to ARRA funding.
- Report on jobs data to **HEALTH** no later than two (2) days after the quarter end.

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**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 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.

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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).



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](http://FederalReporting.gov) within 10 business days of receiving this subaward; (ii) to maintain a current registration on

[FederalReporting.gov](http://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](http://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](http://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