



Solicitation Information
14 January 10

LOI # 7323401

**TITLE: RHODE ISLAND ENERGY EFFICIENT APPLIANCE REBATE PROGRAM
(SEEARP)**

Submission Deadline: 9 Feb 10 @ 11:00 AM (Eastern Standard Time)

Questions, in a MicroSoft Word format, concerning this solicitation must be received by the Division of Purchases at questions@purchasing.state.ri.us no later than **25 Jan 10 at 12:00 Noon** (Eastern Time). Please reference the LOI # 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
Administrator of Purchasing Systems

**Vendors must register on-line at the State Purchasing Website at
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 administer a SEEARP appliance rebate program 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), through the State Energy Efficient Appliance Program (SEEARP). 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

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 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
- 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 or the Division of Purchases website at 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."

Architectural / Engineering Services

Persons or firms practicing Architectural and/or Engineering Services in the State of Rhode Island must possess a proper registration and Certificate of Authorization in accordance with Rhode Island General Laws.

A copy of the current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s) for the individual(s) who would perform the work must be included behind the front page of each copy of the Proposal.

The Board of Design Professionals can be contacted as follows:

Board for Design Professionals
1511 Pontiac Avenue (Bldg 68-2)
Cranston, RI 02920
Tel: 401-462-9530
Fax: 401-462-9532
Website: www.bdp.state.ri.us

The respondent's Proposal may be disqualified and removed from consideration if the Proposal fails to include the required current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s).

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

Responses to questions received, if any, will be provided, as an Addendum to this LOI, and posted on the Rhode Island Division of Purchases website at (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 there are energy cost savings, job creation, and environmental benefits by reducing energy consumed by household appliances and heating equipment.

The State of Rhode Island recognizes that there are utility appliance rebate programs supported by utility demand side management programs for dwelling units using natural gas or electricity;

the purpose of this project is to complement and augment these programs by increasing the number appliance rebates available in Rhode Island during calendar year 2010.

Rhode Island has been awarded funding from the Recovery Act to accomplish the above purposes. The RI State Energy Efficient Appliance Rebate Program Application to DOE can be found at http://www.energy.ri.gov/arra_appliance/index.php

The Recovery Act has 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.

Program Description. The Office is seeking to establish, using Recovery Act-Appliance Rebate funds, a program of SEEARP appliance rebates as follows:

- 1) The appliances qualifying for rebates shall be ENERGY STAR kitchen appliances and ENERGY STAR and other high efficiency heating equipment as described in Section 4.
- 2) The program shall be statewide in scope and shall be in addition to and not a substitution for any other rebate program available to a resident as of the date of the issuance of this solicitation.
- 3) All residents of the state shall be eligible to apply for rebates, provided that only one rebate for each type of qualifying appliance shall be provided to any Rhode Island household and that rebates shall be given only for qualifying appliances that replace non-qualifying appliances of the same type.
- 4) The goal shall be that seventy-three percent (73%) of the total funding for rebates shall be heating equipment rebates and that twenty-seven percent (27%) of the total funding for rebates shall be kitchen appliance rebates.
- 5) The Office of Energy Resources and the rebate provider shall collaborate with the three distribution utilities in the State, with retailers, businesses, and non-profit entities to publicize the SEEARP appliance rebate program and to offer complementary promotions as appropriate.

Scope of Services.

The State therefore seeks proposals from qualified firms or teams of firms to administer and implement a SEEARP appliance rebate program as follows:

The rebate provider shall:

1. Design and administer the appliance rebate program to commence offering rebates for kitchen appliances in February 2010, and to offer rebates for home heating equipment commencing on or before March 15, 2010.

2. The rebate provider will provide a promotion plan that will include a strategy for working with Rhode Island utilities and retail outlets and that will include provisions for website, print and in-store outreach.
3. At least one month prior to the commencement of offering rebates for kitchen appliances and heating equipment the rebate provider, the rebate processor, the OER and the participating utilities will widely promote the rebates through press releases, Public Service Announcements (PSAs), advertisements, print materials, and earned media (interviews, articles written) through OER and utility websites, and retail outlets. The rebate processor will provide information to residents on existing utility and municipal recycling programs.
4. At least two weeks prior to the commencement of offering rebates for kitchen appliances and heating equipment the rebate processor will provide a 1-800 telephone number for residents to call to request applications for rebates.
5. The rebate processor will process the SEEARP rebates for qualifying appliance/s and pass applications to distribution utilities for further processing if needed in accordance with Schedule of Appliances and Rebates in Section 4.
6. The rebate processor will provide a tracking system to monitor rebate levels and will keep consumers informed regarding the status of available funding for rebates and product types through the methods cited above during the program period. The outreach materials and rebate applications will include disclaimers that the rebates are available until funds are exhausted. The processor will issue rebates on a first-come first-served basis and will announce rebate levels to the public as needed particularly when funds are nearly depleted.
7. The rebate processor will provide public information regarding existing recycling programs offered by utilities and by municipalities, and by other public and private entities.
8. The rebate processor will require applicants for rebates to attest through a check-off that they have replaced existing kitchen appliances and heating equipment, that the appliance for which the rebate is being applied is at dwelling unit occupied by the applicant, and that the installation of the appliance has been, to the extent required by the Building Code, installed in a manner consistent with the Building Code.
9. The rebate processor will provide a process for handling incomplete and rejected applications.
10. The rebate provider will report to the Office monthly on such other basis as may be specified contractually in accordance with the SEEARP and general ARRA reporting requirements in Section x and the SEEARP Program Planning Tool (Attachment 1)

Proposed Contract Term: 2 years. If the demand for rebates is high, the program will last less than two years. RI reserves the right to reallocate funding intended for implementation towards rebates if participation demands it.

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.

Building Code means the most recent version of any applicable code which has been adopted by the Building Code Standards Committee, RI General Laws - 23-27.3-100.0 *et seq.*

Contractor means a person who has entered into an agreement pursuant to this LOI to administer the SEEARP appliance rebate program consistent with the requirements and the limitations set forth in the agreement. The contractor shall be the rebate provider.

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

Rebate processor means a subcontractor of the rebate provider, which has one or more of the following functions: promotion of the SEEARP appliance rebate program, maintaining and manning the toll-free number, providing information and forms to applicants and prospective applicants for SEEARP appliance rebates.

Rebate provider means a contractor with overall responsibility for meeting the requirements of the SEEARP appliance rebate program; a rebate provider may perform some or all of the functions a rebate processor, or may enter into one or more subcontracts for the provision of such functions.

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

Utilities in the State means Block Island Power Company, National Grid and Pascoag Utility District.

SECTION 4 – QUALIFYING APPLIANCES AND REBATE SCHEDULE

Schedule of Rebates and									
Products to be Rebated	Energy Star Standard	Natl Grid 2010 Rebate (\$)	Natl Grid 2010 Targeted #	Pascoag 2010 Rebate (\$)	Pascoag Rebate Targeted #	RI ARRA Rebate (\$)	ARRA Targeted #	ARRA Tot Cost	Targeted # Products Recycled
Dishwashers 8/11/09 Criteria	<= 324 kWh/year & <= 5.8 gallons per cycle	0	0	\$75	Tot 81 All Kitchen appliances	\$150	420	\$63,000	
Refrigerators	20% better than Federal standard	\$50	2300	\$75	Tot 81 All Kitchen appliances	\$150	1,170	\$175,500	1,170
Freezers	10% better than Federal standard	0	0	\$75	Tot 81 All Kitchen appliances	\$150	70	\$10,500	
Gas Tankless Water Heaters	EF >= 0.82	\$300	59	\$250	Tot 24 All Heating	\$300	186	\$55,800	
Gas Furnaces	AFUE >= 90%	\$100	51	\$250	Tot 24 All Heating	\$100	101	\$10,100	
Gas Furnaces	92% AFUE and ECM	\$400	72	\$250	Tot 24 All Heating	\$400	140	\$56,000	
Gas Boilers	AFUE >= 85%	\$500	55	\$250	Tot 24 All Heating	\$500	197	\$98,500	
Gas Boilers FHW	AFUE >=90%	\$1000	130	\$250	Tot 24 All Heating	\$1,000	255	\$255,000	
Combined HE Boiler & water heating		\$1300	15	\$250	Tot 24 All Heating	\$1,300	52	\$67,600	
Indirect Water Heater		\$300	234	\$250	Tot 24 All Heating	\$300	3000	\$90,000	
Total Rebates							2891	\$882,000	

SECTION 5 – PROPOSAL QUESTIONS, SUBMISSION, & REQUIREMENTS

Questions, in a MicroSoft Word format, concerning this solicitation must be received by the Division of Purchases at questions@purchasing.state.ri.us no later than date & time indicated on page one of this solicitation. The LOI / 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 “**LOI # 7323401: Energy Efficient Appliance Rebate Program**” to

**RI Dept. of Administration
Division of Purchases, 2nd 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)
2. A completed and signed W-9 Form downloaded from the RI Division of Purchases Internet home page at 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 appliance rebate services
 - b. The experience of key firm or team members in providing appliance rebate services
 - 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 appliance rebates to eligible residents for qualifying appliances, marketing the rebates, tracking availability of rebates and informing residents of rebate availability, reporting on the rebate program in accordance with ARRA and SEEARP requirements. The proposal shall include a unit price for kitchen appliances and a unit price for heating equipment rebates.
5. A project schedule including all major activities from notice to proceed to project operation.
6. A promotion plan that will include a strategy for working with the State, Rhode Island electric and gas utilities and retail outlets and will include provisions for website, print and in-store outreach.
7. 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.
8. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CDRom or Diskette). 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".

Proposal Evaluation Premises

The State is seeking qualified proposers with a history, of not less than five years, of success in providing appliance rebate services.

Proposers must meet the following minimum requirements:

1. Provide an assurance letter that proposer and/or subcontractor/s will provide a match that is equal to or greater than the combined cost of the proposer and contractor administrative costs that are funded by the SEEARP. The match may consist of in kind services such as marketing and administration of the SEEARP program.
2. Administration and marketing costs funded from SEEARP must not exceed \$56,400
3. Comply with the general and SEEARP requirements in Section 6

Proposal Evaluation Criteria

Criterion	Weight	Considerations
Quality of Firm: Proposal/Experience	50%	<ol style="list-style-type: none">1. Level and quality of experience in administering rebate programs2. Quality of promotion plan, level of experience in implementing promotion plans on a statewide basis); ability to integrate the SEEARP with other appliance rebate programs to achieve SEEARP objectives,3. Quality of plan for replacing and recycling appliances that are superseded by the SEEARP-funded appliances4. capacity to perform, staff qualifications & experience5. cost control experience / fiscal capacity6. workplan
Price Proposal	20%	<ol style="list-style-type: none">1. Lowest price for SEEARP appliance rebate administration services including a unit price for kitchen appliances and a unit price for heating equipment rebates
Recovery Act Benefits	30%	<ol style="list-style-type: none">1. Creation and retention of jobs,2. Realizing energy cost savings,3. Building program sustainability, in the form of increased demand for energy efficient residential appliances,

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 integrate this SEEARP with other appliance rebate 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 informalities in any vendor's submission

SECTION 6 -- SPECIAL TERMS AND PROVISIONS APPLICABLE TO RECEIPT OF SEEARP 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.¹ 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

¹ 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.

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. 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.

B. Progress Reporting

Rebate provider will be required to submit a progress report for all activities on a quarterly basis. **DOE will issue clarification shortly on any additional reporting requirements with specific Excel tools for ease of reporting.** Rebate provider should plan staffing accordingly to accommodate monthly tracking of the metrics listed below, as well as potential Recovery Act reporting.

This reporting does not replace any additional reporting required under The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Additional monitoring and reporting guidance will be forthcoming. Please refer to your FOA for detailed information.

Notes on Metrics:

Total # of Rhode Island ARRA Rebates Paid

Although reporting will be quarterly, the rebate provider must track rebates paid monthly for each category of appliances selected.

Total # of otherUtility Rebates Paid

Based on the listing of other utility programs in the State, as supplied in Section 3. above, the rebate provider must report the rebates actually paid to consumers by other utility programs.

Total # of Appliances Recycled

Based on management of recycling as detailed in section F of the Program Implementation Strategy, explain how vendor will collect information on appliances recycled by type over the reporting period.

Number of Jobs Created

For all project types, the number of jobs that are created or retained during the reporting period should be reported; each job should only be reported once. This number must be based on actual employees. If actual jobs cannot be verified, the state may propose its own methodology for estimating jobs; this methodology must be approved in advance.

Estimated Energy Saved and CO₂ emissions avoided

Rebate provider must provide the interim estimated benefits due to the rebates provided. This primarily takes the form of annual energy savings and CO₂ abatement due to activity in the

period. For example, if 1000 rebates were delivered in the quarter, report the expected annual savings due to the appliances sold. The reporting framework will include an estimate calculation of kWh, BTU saved and CO₂ for each specific appliance. The rebate provider may use the SEEARP Program Planning Spreadsheet [here](#). The rebate provider may report this value or values based on its own methodology, with justification and approval.

For more information from DOE see [DOE Energy Savers Web site](#). The latest SEEARP Question and Answer document can be found on the [SEEARP Technical Assistance page](#), under the Program Guidance Documents section.