



Solicitation Information
December 14, 2012

RFP # 7458363

TITLE: ARRA – ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)

Submission Deadline: January 15, 2013 @ 12:00 PM (Eastern Time)

Questions, in a Microsoft Word format, concerning this solicitation must be received by the Division of Purchases at gail.walsh@purchasing.ri.gov no later than **December 31, 2012 at 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: <u>YES</u> BOND REQUIRED: <u>YES</u>
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Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov.

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

Gail Walsh
State of Rhode Island
Division of Purchases

SECTION 1 – INSTRUCTIONS AND NOTIFICATIONS TO PROPOSERS:

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Office of Energy Resources is soliciting proposals to furnish and install Electric Vehicle Supply Equipment (EVSE) in accordance with the terms of this Request for Proposal 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 Program. 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 5.

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 Bidder Information, 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.

This is a Request for Proposal, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this request, other than to name those Offerors who have submitted proposals.

Potential respondents are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

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 respondent. 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.

Proposals misdirected to other State locations or which are otherwise not present in the Office of Purchases at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.

It is intended that an award pursuant to this RFP will be made to a prime vendor who will assume responsibilities for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontractors are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

All proposals should include the vendor's FEIN or Social Security Number as evidenced by a Form W-9, downloadable from the Division of Purchases' website at www.purchasing.ri.gov.

The purchase of goods or services under an award made pursuant to this RFP will be contingent on the availability of funds.

Bidders are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposal will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP. It is the responsibility of all potential offerors to monitor the website and be familiar with any changes issued as part of an addendum.

Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) - §28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmation 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 State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity office at (401) 222-3090, or Raymond.lambert@hr.ri.gov.

In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, 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 is a requirement only of the selected vendor(s).*

The respondent should be aware of the State's Minority Business Enterprise (MBE) requirements, which addresses the State's ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator, at (401) 574-8253 or visit the website at <http://www.mbe.ri.gov> or by e-mail at charles.newton@doa.ri.gov.

PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at gail.walsh@purchasing.ri.gov no later than the date & time indicated on page 1 of this solicitation. Please reference the RFP # on all correspondence. Questions should be submitted in a Microsoft Word attachment.

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) 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.*

An original plus four (4) copies of the Technical Proposal with one (1) electronic copy and an original plus four (4) copies of the Cost Proposal in a separate sealed envelope with one (1) electronic copy, must be either mailed and received prior to the submission deadline or hand-delivered in a sealed package marked **“RFP #7458363: ARRA – Electric Vehicle Supply Equipment”** to:

RI Department of Administration
Division of Purchases, 2nd 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 e-mailed, 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

1. A completed and signed three-page R.I.V.I.P. generated bidder certification cover sheet downloaded from the Rhode Island Division of Purchases’ Internet home page at www.purchasing.ri.gov.
2. A completed and signed Form W-9 downloaded from the Rhode Island Division of Purchases’ Internet home page at www.purchasing.ri.gov.
3. An original plus four (4) copies of the Technical Proposal with one (1) electronic copy.
4. A **separate sealed** original plus four (4) copies of the Cost Proposal with one (1) electronic copy.

SECTION 2 – PROJECT DESCRIPTION

Introduction

The Rhode Island Office of Energy Resources (Office) is seeking proposals from experienced contractors to furnish and install AC Level II charge electric vehicle supply equipment (EVSE) statewide. The respondent shall furnish and install at least thirty (30) EVSE; eighty percent (80%) shall be publicly accessible. At least three (3) EVSE shall be installed on State of Rhode Island Property.

Objective

This initiative provides for the expansion of alternative-fuel vehicle refueling-infrastructure and encourages deployment of electric fuel vehicles in Rhode Island. The project works to accelerate Rhode Island's transition to electrified transportation, achieve significant reductions in the use of and emissions from conventional fuels, and support the creation of local green jobs. This project must have the ability to be integrated into existing programs in neighboring States.

Ineligible Projects

This project will not pay for residential EVSE located in single households, apartment or condo complexes.

Administrative Funding

A maximum of ten percent (10%) shall be used for administrative purposes.

Compliance with the Recovery Act

The State of Rhode Island has been awarded funding for the State Energy Program through the Recovery Act to accomplish the goals set forth below. As such, all applicants that are deemed recipients of the Fund shall comply with all applicable Recovery Act requirements and guidance. No entity shall receive funding for a project that is ineligible under the Recovery Act State Energy Program.

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.

Duration of Award

This initiative shall commence as of the date of award and conclude for the purposes of developing and supporting projects on August 15, 2013. However, project performance, monitoring, and reporting requirements shall continue as required by the Recovery Act. With the exception of performance monitoring and reporting requirements, all projects funded by this program must be completed on or before August 15, 2013. In addition, the recipient will have a continuing obligation to report and share data for educational purposes after August 15, 2013.

Scope of Services

The Office is seeking a qualified contractor that will manage, perform and document the EVSE Project. The contractor selected must demonstrate an understanding of the electrical industry and have demonstrated equivalent skills in managing similar projects. The contractor must submit all necessary licenses, permits, certifications, approvals and authorizations necessary to perform the project. The contractor must abide by state and federal laws. Because this project requires compliance with “Buy American” and the Davis-Bacon Act wage rates, as applicable, and a need for facility review and placement consultation, this project may not be awarded solely on the lowest cost estimate. Moreover, the selected contractor must assert and describe their ability to obtain and install EVSE as requested by the project schedule. Upon selection, contractor will be provided with agreement terms that will provide greater detail and specify the contract terms.

The contractor shall be required to oversee the location and selection of the best sites in the state, furnish all labor, material and equipment necessary to complete the installation and integration of at least thirty (30) EVSE. The contractor is not required to submit the locations for the EVSE with the proposal. The locations shall be submitted to the Office after a contractor is selected and awarded.

IMPORTANT NOTICE TO RESPONDENTS

PER RHODE ISLAND GENERAL LAW 5-6-2, A RHODE ISLAND ELECTRICAL CONTRACTING LICENSE ‘A’ OR ‘AC’ ISSUED BY THE RHODE ISLAND DEPT. OF LABOR AND TRAINING IS REQUIRED FOR THE INSTALLATION OF ALL ELECTRICAL APPARATUS IN RHODE ISLAND, INCLUDING BUT NOT LIMITED TO ELECTRICAL APPARATUS FOR THE USE OF POWER LIGHTING, ELECTRICAL CONTROLS, ETC.

PER RHODE ISLAND GENERAL LAW 5-6-13, ALL INSTALLERS OF ELECTRICAL APPARATUS (B LICENSE HOLDER) MUST HOLD A ‘B’ JOURNEYPERSON’S LICENSE ISSUED BY THE RHODE ISLAND DEPT. OF LABOR AND TRAINING AND BE EMPLOYED BY AN ‘A’ OR ‘AC’ LICENSE HOLDER TO INSTALL THE APPARATUS.

ALL PROPERLY LICENSED ELECTRICIANS MUST BE IDENTIFIED AT TIME OF BID PROPOSAL.

The contractor(s) may use sub-contractors to perform electrical and other construction functions to complete the installation of EVSE (**Please see above licensing requirements for electricians**). The contractor selected must be able to service high quality products beyond the installation period.

The selected technology shall be compatible (with neighboring states), scalable (must have the ability to be upgraded if/when the Office chooses to introduce additional EVSE locations) and durable (equipment must withstand the area's extreme weather conditions).

The contractor must be able to collect data on hours of use, electricity consumed and number of users of the EVSE. This data may either be securely transmitted or be able to be collected by the contractor directly from the EVSE devices. This data must be shared with the Office.

General EVSE Requirements

EVSE Hardware

- Equipment must be durable to withstand area's extreme weather conditions
- Proven equipment reliability
- EVSEs that accommodate the needs of the full range of vehicles requiring access to electrical charging, including plug-in hybrids and all-electric vehicles
- EVSEs that universally accommodate vehicles from all manufacturers, and that comply with all applicable building codes, SAE standards, UL safety codes, ADA requirements and industry standards
- EVSEs that meet customers' EV charging needs in any publically accessible locations
- Provide attractive EV charging with capability to add-on a system to charge for parking in the EV parking spaces
- Thoughtful EV design, including cord management when EVSE is in use and when it is not in use and cord-set security to prevent theft/vandalism
- Retractable cables at least 15 feet long
- Provisions for maintenance requirements and other ancillary services provided by vendor and distributor
- Warranty period of at least one-year for equipment and installation of equipment
- Radio-frequency Identification (RFID) card reader for access control/payment
- Over-current control
- Wireless network connectivity
- Graffiti resistance and nighttime illumination preferred
- Utility grade meter onboard

EVSE Network Specifications

- Network designed to scale with future infrastructure build-out including neighboring states
- Track record of network reliability and server uptime
- Easy access to technical support with remote station control capability
- In the event of network failure station remains operable

EVSE Software Specifications

- Station owner/operator portal offering set-up preferences and data collection including but not limited to energy used, greenhouse gas savings, cost of energy, utilization, etc.
- Equipment that can communicate the EVSEs' availability

- Driver portal offering remote monitoring capability including in-use information, reservation options and other relevant station information
- Flexible pricing and payment processing options
- Network maps available on web sites, mobile applications and vehicle GPS systems

EVSE Network Support Specifications

- Automatic alerts which can be sent from the station owner/operator for system faults
- Network monitoring to determine system faults
- Automated software and firmware upgrades. No station/operator intervention required.
- Payment Card Industry (PCI) compliant, certified to handle credit card and other personal information

Content and Format of Proposals:

Introduction

- Company name, contact person, address and telephone number

Experience and workload

- Statement of qualifications and availability to complete project within outlined timeframe
- Related experience on similar projects. List a reference and contact information for each project cited
- Relevant experience illustrating the consultant's capabilities, specifically those performed by members of the proposed team

Industry and installation experience

- Name, location and brief summary of key staff members available to work on this project
- Experience of all key consultant personnel directly working on this project including, years of experience (show with this consultant and with other consultants), education and availability to work on this project
- Relevant experience of the individuals who will be assigned to the project

Sub-consultant personnel experience

- A list of sub-consultants to be used, if any, and their expertise as described above
- Experience of all sub-consultant and other associated key personnel directly working on this project including years of experience and education

Project Approach

- A detailed description and discussion of how the consultant would approach the project
- A description of methodology, techniques, reviews and procedures for each of the scope of work items listed above
- Breakdown and description of major tasks assigned per person and consultant

- Hierarchy of project management
- Suggestions for services which may enhance the value of the project
- All proposals must include details of what entity will own and maintain the equipment including an equipment disposition plan detailing who will take over ownership and operation of the equipment should the proposer become insolvent
- Partnerships must be fully described in the proposal and must include letters of support detailing each of the participating entities financial commitment to the project

Project Schedule

- A proposed time schedule for completion of the key tasks in each phase
- The method to assure that the time schedule will be met
- The person responsible for assuring the schedule

Note: Please be brief and to the point. Include pictures only if relevant. Reviewers will not be influenced positively by an extremely voluminous submission.

Project Cost

Cost proposal based upon the above detailed scope of work. All proposals must include a detailed breakdown of all costs including the cost of installation, and a breakdown of any subcontractors and their costs, and all cost-share from all partners.

Eligible costs include EVSE charging equipment, electric supply and metering equipment, electrical conduit and wiring; directly related site work such as: patching pavement that had been torn up to install conduit and concrete slabs for EVSE installation; posts and bollards for EVSE protection; electric service upgrades necessary to support the EVSE; direct installation-related labor; and any other equipment that the Office determines is necessary to properly connect the EVSE to an electric supply, the cost of general permitting and engineering directly related to the installation of the equipment, and project management costs.

Ineligible costs include site work not directly related to the installation of the equipment. Examples of work or equipment that are not eligible for reimbursement are upgrades to buildings, general site paving, general site work such as flower beds, solar photovoltaic systems or wind electric generation systems, distributed electric generation equipment and any other equipment not directly related to the EVSE equipment and the connection of the EVSE equipment into an electric supply.

Proposed Contract Term: From the date of award to August 15, 2013.

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.

3.1 “ARRA” means the American Recovery and Reinvestment Act of 2009.

3.2 “Department” means the Rhode Island Department of Administration.

3.3 “DOE” means the U.S. Department of Energy.

3.4 “EVSE” means Electric Vehicle Supply Equipment (EVSE), the actual “charger” is generally installed in the vehicle and the EVSE includes the equipment needed to safely convey AC grid power (or distributed generation power) to the onboard charger. An essential EVSE component is a “charging station” designed to ensure that a safe connection has been made between the grid and the vehicle, and to communicate with the vehicle’s control system so that electricity flows at an appropriate voltage and current level. EVSE funded under this solicitation must comply with the SAE J1772 (2010 as updated) specification for EVSE connections.

3.5 “Level II EVSE” means a charging method that allows an electric vehicles to be connected to permanently wired EVSE with a specialized connector (SAE J1772) with power levels rated at less than or equal to 240 VAC/1000 amps.

3.6 “Electrified Parking Space” means a parking space for a single vehicle that has access to a dedicated EVSE cord connection. A dual-headed EVSE can generally provide two electrified parking spaces if is positioned so each cord connection can be accessed by a different parking space.

3.7 “Publically accessible” means infrastructure that is accessible at least 12 hours per day, 7 days a week, for a period of 48 months.

SECTION 4 – PROPOSAL REQUIREMENTS

Proposal Evaluation Premises

Proposers must meet the following minimum requirements:

1. Propose an eligible project.
2. Administrative costs must not exceed ten percent (10%) of the total award.
3. Comply with the requirements in Section 6.

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. A printed confirmation of registration with the Central Contractor Registry (CCR). Applicants can register at <https://www.bpn.gov/ccr/default.aspx>. Please allow for up to 5 business days for registration confirmation.
4. The DUNS number of the applicant. A DUNS number may be obtained through Dun and Bradstreet at <https://eupdate.dnb.com/requestoptions.asp>.
5. A printed confirmation of receipt of an frpin. The frpin is required for federal reporting under the Recovery Act. An frpin may be obtained at www.federalreporting.gov. Please allow for up to 5 business days for receipt of an frpin.
6. A project plan as defined in the scope of services in Section 2 above.
7. Qualification statement, including, but not necessarily limited to:
 - a. The experience of the applicant in administering and overseeing the project.
 - b. 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. The organizational chart should include each of the duties required per the project plan.

- c. 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.
8. Project budget including administrative costs.
9. A project schedule including all major activities from notice to proceed to project operation.
10. An itemized list of proposed equipment purchases that complies with the Buy American provision of the Recovery Act.
11. **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. Failure to comply with the Recovery Act may result in termination of award. This compliance proposal should include details on how the applicant will ensure that:
 - a. Prevailing Wage Rates are paid to any subcontractors. Prevailing wage instructions for the State of Rhode Island are found at: <http://www.dlt.state.ri.us/pw/>.
 - b. Weekly certified payrolls will be gathered by the applicant and sent to the Office.
 - c. The applicant will monitor subcontractors for compliance with Davis-Bacon prevailing wage requirements.
 - d. Documentation of subcontractor certification of compliance with the Buy-American provision of the Recovery Act is sent to the Office prior to the commencement of work (information may be found at: <http://www.energy.ri.gov/cities/guidance.php>).
 - e. Quarterly reporting per Section 1512 of the Recovery Act will be performed in full and on time. This includes sending all job-hour data for the applicant and all subcontractors to the Office 2 business days before the close of any quarter and filling out Section 1512 reports at www.federalreporting.gov by the 10th of the month following the close of any quarter.
 - f. The applicant will keep on file and provide the Office with a waste stream management plan that details how all removed equipment and construction debris will be disposed of.

Section 5 - EVALUATION PROCESS AND AWARD

Proposal Evaluation Criteria

Complete proposals, which include all necessary Recovery Act Assurances, will be reviewed by a Technical Evaluation Panel and will be scored and ranked according to the following criteria.

Criterion	Weight	Considerations
Proposer's experience/reputation/workload	25%	<ol style="list-style-type: none"> 1. Related project experience of the proposed project team working at or with this company. 2. Reputation for this team performing this type of work and quality of references. 3. The company's financial and operational stability. 4. Ability of company to take on additional work. 5. Understanding of the goals, project parameters, the need for and purpose of this project. 6. How well the company's organizational structure allows for this and its present workload. 7. The company's ability to offer the breadth and quality of services required for the project. 8. Experience working on ARRA funded projects.
Personnel experience	25%	<ol style="list-style-type: none"> 1. Qualifications of key personnel to be assigned to the project. 2. Number and location of personnel included on project team. 3. Project team member's individual experience and other qualifications. 4. Project team's number of projects and other qualifications. 5. Project manager's experience, number of projects managed and other qualifications. 6. Sub-consultant's individual experience and other qualifications.
Scope, schedule, cost, ability to add value to the project	25%	<ol style="list-style-type: none"> 1. Demonstrated understanding of the scope of the project. 2. Added value to the project, or how you can do a job better or add more value to the Offices' product from this RFP. 3. Approach to providing additional services like training, support, maintenance, billing and tracking capabilities, and marketing. 4. Adherence to proposal format. 5. Time schedule.
Value of equipment	25%	<ol style="list-style-type: none"> 1. Proposal to include AC Level II EVSE and installations. 2. Functionality and ease of use of the recommended EVSE units. 3. Aesthetics of the unit appropriate to locations. 4. Protection of the unit. 5. Web enabled potential for data collection and/or future billing services.

Bonus Criteria:

Up to fifteen percent (15%) –Rhode Island licensed electricians with a main office headquartered in Rhode Island and with prior experience installing network charging stations (must specify location and quantity).

Process

The Office shall review and competitively evaluate all of the applications. The State reserves the right to select no proposals for any reason or if the responses do not meet a sufficient standard based on the evaluation criteria. The State reserves the right to waive any minor irregularities or informalities in a proposal as it determines or to allow Respondents to correct them, and to accept or reject any Proposal or portion thereof, and to enter into any agreement deemed to be in the best interest of Rhode Island. The State reserves the right to discuss with the selected applicant(s) any terms and conditions, including financial issues, for any proposed project. The State reserves the right to seek additional information from any and all Respondents including but not limited to requests for clarifications and interviews.

The Office will then make a qualifications based recommendation for final selection to the Rhode Island State Purchasing Agent, or her 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.

END

SECTION 6 -- SPECIAL TERMS AND PROVISIONS APPLICABLE TO RECEIPT OF STATE ENERGY PROGRAM FUNDS

**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 sub-award to a Sub-Recipient.
- e. "Contractor" means the party or parties to the Contract other than the Prime Recipient and includes a sub-grantee 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 sub-grantee.

- k. "Supplemental Terms and Conditions" means these Supplemental Terms And Conditions For Contracts And Sub-awards 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.

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.

5. **Applicability to Subcontracts and Sub-awards**

Contractor agrees that it shall include the Supplemental Terms and Conditions set forth herein, including this provision, in all subcontracts or sub-awards 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 sub-awards 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 sub-award; (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 (Federal Funding Accountability and Transparency Act) 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 RFP.

END