



Solicitation Information
24 May 10

LOI# 7353672

TITLE: ARRA - MEDIA CONSULTANT SERVICES FOR TOBACCO CONTROL

Submission Deadline: 17 June 10 @ 2:00 PM (Eastern Time)

Questions concerning this solicitation must be received by the Division of Purchases at questions@purchasing.ri.gov no later than **2 June 10 at 12:00 Noon (EDT)**. Questions should be submitted in a Microsoft Word attachment. Please reference the RFP# 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
Administrator of Purchasing Systems

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

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

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

INTRODUCTION

The Rhode Island Department of Administration, Division of Purchases, on behalf of the State of Rhode Island, Department of Health, Division of Community, Family Health & Equity (DCFHE) is requesting Letters of Interest from qualified individuals to provide Media Consultant Services for Tobacco Control, in accordance with the terms of this notification.

The Department of Health (HEALTH) is seeking expert services covering a broad spectrum of media consultant activities for the DCFHE Health Promotion & Wellness Team Tobacco Control Program (TCP). The Health Promotion & Wellness Team changes social, political and physical environments to support healthy living through the life course, and is committed to achieving health equity for all Rhode Islanders. The Team includes the Tobacco Control Program, the Initiative for a Healthy Weight, and the SafeRI – Violence & Injury Prevention Program.

Tobacco Control Program priority areas include policy and environmental strategies to:

- Prevent initiation of tobacco use among young people
- Eliminate nonsmokers' exposure to secondhand smoke
- Promote quitting among adults and young people
- Identify and eliminate tobacco-related disparities

In their ongoing efforts to educate the various racial/ethnic communities regarding the harmful effects of tobacco, a strong emphasis will be placed on counter-marketing of advertising and promotions directed at adults, disparate populations (Low SES, minorities, the mentally ill, the LGBTQQ population, and women) and youth with regards tobacco use, secondhand smoke and related issues. Up to \$60,000 is available for the period September 1, 2010 to February 3, 2012 (17 months) to one individual who can demonstrate experience and accomplishments to effectively reach the above-mentioned constituencies with traditional media. Such individuals are encouraged to submit Letters of Interest in response to this Request.

This solicitation, and any subsequent award, is governed by the State's General Conditions of Purchase, which is available at www.purchasing.ri.gov, as well as the terms of this request.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

- Potential offerors 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.
- 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.
- The State reserves the right to award to one or more offerors.
- 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.
- 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 located in the reception area at the Department of Administration, Division of Purchases.
- 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 successful bidder(s).*
- Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Letter of Interest 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 Minority Business Enterprises (MBE’s) requirements, which addresses the State’s goal of ten percent (10%) participation by MBE’s in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or cnewtown@gw.doa.state.ri.us or visit the website at <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 Declaration of policy.** – 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 at raymond@gw.doa.state.ri.us.
- It is intended that an award pursuant to this Request will be made to a prime contractor who will assume responsibility for all aspects of the work. Joint ventures and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror’s proposal, and the proposed subcontractor(s) 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.

TOPIC AREAS FOR SERVICES COVERED BY THIS REQUEST INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING

- Researching, planning and creating multi-media educational advertising campaigns for radio, billboard, transit shelter, bus panels, television and newspaper, sponsorships
- Coordinate with Tobacco Control Program (TCP) media staff on all phases of a media campaigns, press conferences/public events, and the development and provision of supporting educational materials at local and state events
- Coordinate with Primedia, Inc. on paid media campaign buys
- Provide media training and technical assistance covering a wide range of media services to tobacco control and prevention subcontractors including, but not limited to, assisting in creating linkages with local traditional media outlets; providing website materials and linkages; developing resource materials, brochures, newsletters and other related educational materials.
- Planning and co-leading the quarterly meetings of the Media Advisory Team
- Participate in regular CDC and Legacy conference calls
- Routinely attend the TCP staff and Subcontractors meetings, in addition to other related meetings as needed
- Submit media abstracts, creative, collateral items and other appropriate media related information to Centers for Disease Control and Prevention
- Coordinate with external production entities for purposes of tagging ads for TV/radio and for production related to development of TCP creative for radio/TV
- Attendance at the National Tobacco Control Conference

The contractor selected as a result of this Request must work very closely with and is supervised by the media contact person for the Department of Health Tobacco Control Program. Services must be provided for planned media events, as well as unplanned media opportunities requiring immediate attention. In addition, the contractor will work with a variety of state and community level individuals and must be able to respond to their requests for technical assistance.

Contract Information

There is a total of \$60,000 available for media consultant services for the period September 1, 2010 to February 3, 2012 (17 months). 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. Applicants should submit a 17-month budget. A contract resulting from this award will be issued approximately September 1, 2010.

There are times when unexpected traditional media opportunities present themselves that would provide impact. Collaboration with another agency to take advantage of "piggy backing" on an established event, and the purchase of materials for training and technical assistance is allowed. The Department will continue to require the consultant to obtain permission from the Contract Officer before expending this money, and require detailed backup documentation before reimbursement is made.

Interested individuals should submit Letters of Interest that contain the following information:

- A description of the offeror's background and qualifications;
- A description of the offeror's work experience relating to the inspection of environmental laboratories and/or similar entities;
- Curriculum Vitae must be attached, and
- Submission of the Certification of Completion for the EPA certification course.

PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at questions@purchasing.state.ri.us no later than the date and time listed on the cover sheet of this solicitation. Please reference the LOI # on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted and answered on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information. For computer technical assistance, 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 three copies**) should be mailed or hand-delivered in a sealed envelope marked "LOI# 7353672 ARRA Media Consultant Services for Tobacco Control" to

RI Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the 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 located in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses must 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.
2. A completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at 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. 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.”

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:

- Capability (background) and qualifications are clearly demonstrated (0 – 20 points)
- A comprehensive listing of similar projects undertaken working with tobacco control programs and/or similar clients, including a brief description of the project (0 – 30 points)
- A clear understanding of the State’s requirements and the results intended and desired under this contract has been demonstrated by the offeror (0 – 15 points)
- A clear, realistic and fair cost proposal has been presented (0 – 20 points)
- Letters of Support endorsing this request have been attached (0 – 10 points)
- Resume of offeror is attached (0 – 5 points)

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

A Technical Review Sub-committee will review the proposals based on the Evaluation Criteria and present written findings, including the results of all evaluations, to the State’s Purchasing Agent, or his designee, who will make the final award decision.

**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.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 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](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 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, alteration, 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.