



Solicitation Information

27 Sept 10

RFP# 7447875

TITLE: ARRA- Communities Putting Prevention to Work - Physical Activity
Nutrition and Tobacco

Submission Deadline: 20 Oct 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 **6 Oct 10 at 12:00 Noon (EST)**. 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

SECTION 1: INTRODUCTION

The Rhode Island Department of Health (HEALTH), Division of Community, Family Health and Equity was awarded the ***Communities Putting Prevention to Work-Physical Activity Nutrition & Tobacco (PANT)*** grant through the American Reinvestment and Recovery Act issued by the Centers for Disease Control (CDC) to increase community support statewide in order to strengthen and close youth tobacco access laws and make unhealthy food choices less attractive by supporting policies that address sugar sweetened beverages.

The ***Physical Activity Nutrition & Tobacco (PANT)*** is soliciting proposals from community-based, public or non-profit organizations to implement environmental policy change related to youth access. These grants will be awarded to (2) agencies that will aim to address youth access laws bringing tobacco control to the forefront by conducting grassroots meetings, countering industry tactics through advocacy and working toward statewide environmental policy change that will reduce youth initiation of tobacco products and consumption of sugar sweetened beverages. The PANT grant will award a total of \$97,000 over a period of approximately 12-months to a maximum of (2) community-based organizations at \$48,500 each beginning approximately November 01, 2010. Strong consideration will be given to communities and agencies that are not currently receiving ARRA funds to do similar work.

Each community-based agency will be eligible for up to \$48,500 for approximately 16-months and will participate in a required performance reviews quarterly. The anticipated contract period will begin approximately November 01, 2010 through October 31, 2011, with the option to extend the performance period based on approval for additional funding. Consideration will be given to modifying the contract amount based on a need for service within the contract's scope of work, contractor's performance, and the availability of funding.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

- Potential offerors are advised to review all sections of this Request carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and may not be considered. The "Official" time clock is in the reception area of the Division of Purchases.

- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This will be a requirement only of the successful bidder (s).*
- Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.
- Submitters should be aware of the State's MBE requirements, which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or cnewton@gw.doa.state.ri.us 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.

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."

SECTION 2: BACKGROUND AND PURPOSE

BACKGROUND:

Health's Tobacco Control and Initiative for a Healthy Weight Programs are committed to promoting the health and well being of all Rhode Islanders by changing social, political and physical environments to support healthy lifestyles. HEALTH recognizes that in order to improve the health and well being of Rhode Islanders, addressing the cumulative impact that the environment and policies have on health is critical for changes in health outcomes.

The Tobacco Control Program works to strengthen statewide tobacco control policies that create healthier environments for all Rhode Islanders using best practices and evidence based activities. This RFP will address youth access laws to tobacco products and the increase in other emerging tobacco product usage including snuff, snus, roll your own tobacco, and little cigars particularly around tobacco industry advertising, marketing and point of purchase in the retail sector.

The Initiative for a Healthy Weight (IHW) program aims to change social, political and physical environments in order to make the healthy choice the easy choice for Rhode Islanders. The IHW program works to increase participation in best practice nutrition and physical activity programs, ensuring obesity prevention and integration into routine primary care, and improving wellness policies and programming.

PURPOSE:

Through this RFP, the Department of Health seeks to integrate considerations for physical activity, healthy eating, and tobacco control into and build support for healthy communities and encourage community-based organizations to work with public officials to address the impacts of social equity on health by furthering the goals of physical activity, healthy eating, and tobacco control, and to foster a greater understanding of the effects of the built environment on health.

As a result of this project, municipalities and community-based organizations will be positioned to make policy, systems, and environmental changes that will decrease the prevalence of chronic disease due to obesity and tobacco use and reduce health disparities by integrating physical activity, nutrition and tobacco considerations into local policies and plans. An integrated project between Tobacco Control and the Initiative for a Healthy Weight will strengthen statewide policies to reduce youth initiation of tobacco products and limit sugar sweetened beverage consumption by:

- *Educating* communities about tobacco control and obesity issues through community meetings focusing on the retailer environment specific to point of purchase and advertisements for tobacco products and unhealthy foods.
- *Mobilizing* communities through grassroots efforts to create better public health policy and partnering with key stakeholders in their community and statewide with whom they can partner on policy change.
- *Conducting community events* to counter tobacco industry tactics and pricing issues around sugar sweetened beverages

Eligible applicants must be community-based, public or non-profit agencies who are in good standing with the federal government. HEALTH's Tobacco Control staff will provide all administrative and other support services to the agencies that are awarded a contract from this solicitation.

Applicants must have the following capabilities:

- o Experience and proven success in community organizing
- o Ability to try innovative approaches to address community needs
- o Experience or proposed commitment to addressing tobacco control and obesity prevention issues in a social justice framework
- o Experience or proposed commitment to working towards policy change efforts at the local and state levels
- o Experience in working with or capacity to reach disparately affected sub-populations (poor, uninsured, LGBT (lesbian, gay, bisexual, transgender), those with limited education, mentally ill, Native American, African American, pregnant women, unemployed and 18-24 year olds) will be an added qualification
- o Have fiscal reporting capacity for ARRA related financial reports

In order to support this work, funded grantees are required to participate in a Tobacco Control Program orientation and all technical assistance/training sessions. In addition, attendance at monthly partner meetings including those held by the Rhode Island Tobacco Control Network and The Health Promotion Policy Council will be required. These meetings will be ideal opportunities to learn about other tobacco control and obesity prevention projects taking place throughout the state and to further build a robust network of community advocates. The Tobacco Control Program maintains a resource center housed at the American Lung Association in Providence that has brochures, posters, lung models, and many other teaching tools that are available for contractor use.

SECTION 3: SCOPE OF SERVICES

The primary goal of the Physical Activity Nutrition and Tobacco - PANT grant is to produce systems changes by playing a role in statewide policy that will result in a reduction in the youth initiation of tobacco use and reduced consumption of sugar sweetened beverages. Agencies should organize their work plan to include:

- **Community Mobilization:** Coordinate and facilitate a minimum of (6) grasstops/grassroots meetings to educate community members and leaders, youth and young adults, business leaders, and key community leaders and decision-makers about the manipulative marketing practices of the tobacco and beverage industries and their promotion of unhealthy products to youth and work to promote healthy foods in the retail sector.
- **Educating:** Engage decision-makers, business leaders, retailers, local government leaders, businesses, health care organizations and recreation programs in bringing awareness to 1.) tobacco control issues and rising rates of tobacco use related to youth access to include the FDA Law; and emerging tobacco products used by youth (snuff, little cigars, cigars, etc.), and 2) issues surrounding sugar sweetened beverages such as targeted marketing and promotion to youth and low-income populations and procurement policies that make the purchase of unhealthy beverages the norm. Educate decision makers on local level interventions at point of purchase including signage restrictions and banning product promotions like buy one, get one free that undermine increases in the cigarette tax, identifying and educating key decision makers to serve as champions of specific tobacco control issues and pricing and procurement strategies to reduce consumption of sugar sweetened beverages.
- **Counter Marketing/Opportunistic Events:** Using evidence based activities agencies will raise awareness of the impact of industry advertising, marketing and promotions to youth. Counter marketing activities will include components that encourage retailers to rearrange, reduce and remove tobacco and sugar sweetened beverage advertising/marketing materials in stores and highlight stores that do.
- **Rhode Island Tobacco Control Network (RITCN) & Health Promotion Policy Council:**
Actively participate with RITCN to build local support for tobacco control issues around youth access laws and HPPC to build local support for sugar sweetened beverage reduction strategies by mobilizing community members, local leaders and other advocates, including relevant local coalitions who support tobacco control policy change and point of purchase policies related to tobacco control and sugar sweetened beverages.

At the beginning of the project, annual action plans aligned with the scope of work will be developed together with the Tobacco Control Program & Initiative for a Healthy Weight.

The Contractor is expected to:

- Work in close partnership with HEALTH by attending monthly partner meetings

to understand the statewide and national tobacco control context

- Participate in a Physical Activity Nutrition and Tobacco-PANT orientation upon receipt of the grant, ongoing trainings and monthly partner meetings
- Organize and execute counter-marketing activities that unveil the tactics of the tobacco industry's marketing to youth and other disparately affected groups and new products that target youth.
- Maintain a consistent community presence by serving as a resource on tobacco control
- Collaborate with other Tobacco Control and Initiatives for a Healthy Weight partners in Rhode Island. (Collaboration includes attending some activities of other partners as needed)
- Actively participate in the RITCN and Health Policy Promotion Council work to support policy priorities
- Provide Computer support, Office space, office equipment, office support, Indemnification, insurance, and supervision of any subcontractors

SECTION 4: DELIVERABLES

By end of the contract period, funded agencies will have:

- Mobilized and conducted at least (6) grassroots/grass top meetings with communities and key decision makers to support and strengthen youth access laws and point of purchase priorities
- Educated communities on tobacco and beverage industry tactics, emerging tobacco products and sugar sweetened beverage policies
- Assisted with public awareness of FDA regulations with tobacco retailers and encourage retailer to reduce, rearrange and/or remove advertising and marketing materials related to the FDA law
- Coordinated counter marketing activities that exposes tobacco industry's marketing strategies and targeting of particular populations as well as unhealthy advertising in retail stores
- Developed a strong network to support environmental change around youth access to tobacco products and sugar sweetened beverages to include non funded agencies and community leaders
- Respond quickly to emerging counter-marketing opportunities on an ad hoc basis
- Participate in monthly Tobacco Control Network and Health Promotion Policy Council meetings
- Work closely with HEALTH staff and participate in all mandatory trainings sponsored by HEALTH
- Agencies will meet all mandatory detailed programmatic **monthly electronic** reporting requirements to support monitoring efforts and the outcome evaluation. Any potential grantee unable to meet this requirement will not be eligible.
- Agencies will meet all mandatory detailed fiscal **monthly electronic** reporting requirements as dictated by ARRA. ARRA grant funds must be tracked separately and use and outcomes related to these funds must be fully transparent. Any potential grantee unable to meet this requirement will not be eligible.

SECTION 5: ELIGIBILITY CRITERIA

Eligible applicants must be community-based, public or non-profit agencies who are in good standing with the federal government. The applicant must have some experience in community organizing, proven success in policy change efforts, a true pulse on their local community and the ability to use media advocacy effectively. It is essential that community partners be self-motivated, skilled team builders and have the ability to inspire and motivate others to come together for a common goal.

The Contractor must have a Project Director to oversee the project, a Project Coordinator responsible for implementing all activities described in the Scope of Work and a fiscal person responsible for all ARRA related fiscal reporting. This Coordinator must have some experience relevant to the coordination of community activities focused on grassroots organizing, educating community constituents on health or other issues, experience in policy change efforts and the ability or experience to frame both tobacco control and obesity prevention as social justice issues will be an added benefit.

SECTION 6: ADMINISTRATIVE INFORMATION:

Proposal release date: 27 Sept 10

Pre-proposal questions may be submitted via email, as instructed on page on of this solicitation.

Approximate start date of contract November 2010 - October 31, 2011

SUBMISSION PROCEDURES

The deadline for submission of proposals is indicated on page one of this solicitation. Applications will not be accepted after this date and time.

Proposals sent by mail are sent at your own risk. Applicants are urged to hand deliver their proposals, which will be date stamped upon receipt. Faxed and e-mailed applications will not be accepted.

All proposals must be typed in English and single-spaced. The Proposal Narrative is limited to a maximum of six (6) pages (this excludes budget and appendices). One original and five copies must be delivered to:

RI Dept. 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 may 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

SELECTION PROCESS

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies that have experience working with community-based programs. Proposals will be reviewed and scored based upon the Proposal Evaluation Score Sheet (attached). The maximum possible score is 100 points and applicants scoring below 60 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 the proposal.

SECTION 7: REQUIRED COMPONENTS OF THE PROPOSAL

All proposals must be typed in English, single-spaced, and paginated with 1-inch margins. The Project Narrative is limited to six (6) pages (this excludes budget and appendices).

1. **RIVIP Bidder Certification Cover Form:** The purpose of this form is to provide very basic summary and identification information regarding the proposal. Form is available at www.purchasing.ri.gov. All three pages of the form must be submitted with each proposal. Remember to complete, and sign, page 3.
Cover Page, to be submitted with RIVIP Certification form, is provided in this solicitation.

2. **COVER LETTER:** The applicant must include a signed cover letter on official organization letterhead from an agent who is authorized to sign contracts on behalf of the applicant. Please include the agency's FEIN number.

3. **APPLICANT DESCRIPTION:** Provide a detailed description of the agency include past work with HEALTH and environmental policy change. Also include, but not limited to, the following information:
 - Type of agency
 - Mission & Vision
 - Current activities, services and population served
 - History/Major accomplishments to include current and or past partnerships with HEALTH, state and other organizations pertinent to this grant
 - The area/program within the organization in which this initiative will be implemented
 - Proof of non-profit status (501 (c) (3)); attach as an appendix
 - Structure and organization of agency including the ethnicity of current staff and Board of Directors

4. **PROJECT NARRATIVE:**

The narrative must include:

 - (a)Background: Describe prior experience working with your community and experience related to issues that will enable you to meet the goals described in the scope of services. This section should provide evaluators with a broad understanding of the offeror's experience with similar projects, technical approach and ability to execute the project.

 - (b)Project Work Plan (Including Goals, Objectives, Activities/Strategies): Prepare a project work plan including goal statements, objectives and activities in line with Scope of Services in this RFP. Objectives must be SMART (Specific, Measurable, Achievable, Realistic and Time-limited). Each objective should clearly identify a set of activities, project deliverables, a person responsible for project completion and a timeline based on 12 months.

 - (c)Evaluation Plan: Include an evaluation plan that describes how you will measure success in meeting goals and objectives. Describe how you will demonstrate the impact of your initiatives on your local community. Indicate how evaluation data will be applied.

 - (d)Project Staff and Organization: This section should identify all staff and/or subcontractors proposed as members of the project team, and the duties and percentage of time that each will devote to this grant, as well as resumes, curricula vitae, or statement of prior experience and qualifications. Organizational charts for staff and identification of Board of Director's members should be

included in the appendices, with race/ethnicity identified for each. Indicate percentage of time each staff member will devote to this project. Include resumes/CVs in the appendix. Include a description of the business background of the offeror (and all subcontractors proposed), including a description of their financial position; and a copy of the agency's proof of non-profit status (501c3 must be attached).

Subcontractors will be expected to attend Partner meetings every month to coordinate activity, receive training, and/or receive information or materials and are subject to approval from HEALTH.

SECTION 8: REPORTING REQUIREMENTS

The contractor will be required to submit a monthly activity report to reflect activities conducted and invoices by the 10th of each month following the delivery of services and accompanied by appropriate documentation to monthly reporting requirements. A reporting form will be provided by HEALTH. An annual work plan should be submitted at the beginning of the grant period and for each year to follow. A final project report including a description of program activities, lessons learned and evaluation results will be due within 30 days of the annual grant end date. There will be required quarterly performance reviews with the Project Coordinator and his/her direct supervisor or Executive Director to gauge progress on the work plan and grant goals. Contract renewal, contingent upon funding, will be based upon contractor performance and progress in meeting grant goals.

SECTION 9: BUDGET AND BUDGET NARRATIVE

1. Project Budget for a 12-month period
2. Budget Narrative: detailed description of each expense category listed

This component consists of two parts:

- 1) an expense category that lists allowable expenses (below is a list of allowable expenses).
- 2) a budget narrative that is a description of each budget line item entry.

ALLOWABLE EXPENSES

- Personnel - Indicate each staff position for this project. Include the hourly rate, number of hours, total annual salary/wage and percentage of time each staff member will devote to the project, the personnel costs being requested under this RFP, and the percent of time that will be in-kind, if any.
- Fringe Benefits - Include those benefits normally provided by an organization, such as state/federal taxes, health coverage, FICA, pension plans. Also indicate the fringe benefit rate for the organization.
- Consultants/Speakers - List each consultant/speaker individually, scope of work, purpose and hourly rate. Only expenses for functions related to this project may be included. Consultants are subject to approval by HEALTH.
- Travel - Include both local and out of state travel. Reimbursement for mileage expenses related to program operations is not to exceed *.50 cents per mile* (or the current rate effective for RI State employees). Reimbursement of travel expenses is allowed for activities related to this project only.
- Training - Any expenses towards this need prior approval from HEALTH.
- Printing/Copying - Include the cost of duplicating educational materials or printing of flyers, brochures, booklets, information sheets and other educational materials related to the project should

be included.

- Supplies - List office and program supplies allocated to the project. (Refreshments are not an allowable expense.)
- Telephone - Include telephone expenses associated with the project.
- Postage - Indicate postage expenses allocated to the project.
- Resource Materials - List books, curricula, videos or other resource materials purchased for program use.
- Facilities/Rental Expense - Indicate the cost of office space and other facility expenses incurred as a result of this project (e.g. rental of program space).
- Capital Expenses/Equipment - Funds used for capital expenses or equipment are not to exceed one thousand dollars (\$1,000.00) per contract year. Organizations requesting funds for capital expenses or equipment must prepare a statement justifying the need and receive prior approval.
- Subcontracts with Other Organizations - Payments to not-for-profit community-based organizations and private for-profit entities that provide services to the applicant organizations in support of funded project activities are allowable. **Subcontracts with not-for-profit entities may not exceed 25% of the total project budget. Subcontracts with for-profit entities may not exceed 10% of the total project budget.** A memorandum of agreement must be provided for each subcontract.

Please submit an appropriate, realistic budget for a 12-month period that is sufficient to accomplish the project goals and not inflated. The contract award will be prorated monthly in accordance with the actual start date of the contract.

Applicants will be scored according to the overall soundness of the proposed budget and accompanying budget narrative, including the extent to which costs reflect direct services vs. administrative costs. Those projects ranked highest by the Technical Review Committee may be asked to make oral presentations or provide clarifications or revisions prior to final recommendation for award.

SECTION 9: APPENDICES

- A. Letters of support/collaboration
- B. Curriculum Vitae/Resumes for key personnel
- C. Copy of organization's Smoke-Free Policy, if available
- D. Copy of organization's Board of Directors with race and ethnicity of Board Members indicated
- E. Copy of 501(c)(3) (proof of non-profit status)

SECTION 10: SELECTION PROCESS

HEALTH's review committee will review proposals and evaluate the proposals that conform to this RFP application. The scoring guidelines will follow those listed in the proposal evaluation score sheet listed in Appendix A.

Right to Award, Reject, or Negotiate

The Tobacco Control Program & Initiative for a Healthy Weight reserves the right to:

- Award a contract with or without further discussion of the proposals submitted;
- Reject any and all proposals submitted;
- Request an oral presentation of the proposal to the Tobacco Control Program & Initiative for a Healthy Weight staff to clarify the proposal and to ensure mutual understanding;
- Arrange an on-site pre-award visit by the Tobacco Control Program &

Initiative for a Healthy Weight staff to determine the Applicant's ability to meet the terms and conditions of the RFP; and

- Establish a later effective date in the contract if circumstances are such that it is in the Tobacco Control Program & Initiative for a Healthy Weight's program's best interest to delay funding.

SECTION 11 - EVALUATION AND SELECTION

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 60 points in the technical review will not be considered. The Department of 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.

<hr/> 0-20 points	Applicant Description/Background A detailed description of the organization is provided including existing partnerships with state and local health care agencies and coalitions. Applicant has provided demonstrated experience and success working to provide services similar to those in the Scope of Work. Applicant has described the program within the organization in which this initiative will be carried out. If the agency was a past vendor for HEALTH, Tobacco Control Program and/or the Initiative for a Healthy Weight, the agency's past performance will be judged as 50% of this total. Agency indicated receiving ARRA funds.
<hr/> 0-25 points	Project Work Plan/Timeline Applicant has presented a plan of action that is clear and detailed, including goals, objectives, and activities in line with the Scope of Services and a timeline for accomplishing results. This section should describe the applicant's understanding of the State's requirements, including the result(s) intended.
<hr/> 0-20 points	Evaluation Plan Applicant has outlined an evaluation plan that describes how they will measure success in meeting goals and objectives with process and outcome measures. The applicant has a plan for applying evaluation data to the initiative.
<hr/> 0- 15 points	Organization and Project Staff Applicant included identification of all staff proposed as members of the project team, indicated roles, duties, responsibilities, and concentration of effort that apply to each (as well as resumes or statements of prior experience and qualification). Include resumes/CVs in appendix.
<hr/> 0-20 points	Budget Applicant has submitted a budget and budget narrative that reflects appropriate expenses to accomplish the project goals and is cost effective. Applicant has used the template provided.
<hr/>	TOTAL SCORE

Comments: _____

CONCLUDING STATEMENTS

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

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

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

The Technical review Committee will present written findings, including the results of all evaluations, to the State's Purchasing Agent, or her designee, who will make the final selection for this requirement.

COVER PAGE

Please provide basic summary information about the proposal that the prospective funding source can review quickly and use for identification.

NAME OF APPLICANT AGENCY _____

ADDRESS OF APPLICANT AGENCY _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

F.E.I.N. NUMBER _____

PROJECT TITLE _____

AMOUNT REQUESTED: _____

SUMMARY OF PROJECT: Briefly describe the project, in not more than two paragraphs, in the space below.

BUDGET AND BUDGET NARRATIVE

BUDGET PERIOD: _____

Organization: _____

GRANT FUNDS:

EXPENSE CATEGORY	Subtotals by category	
1. Personnel	\$ _____	
Program Coordinator (Name, % of time, hourly wage)		
Program Director (Name, % of time, hourly wage)		
Subtotal:	\$ _____	
Fringe Benefits:	\$ _____	
2. Travel (local):	\$ _____	
Employee mileage reimbursement @\$0.50 per mile:		
3. Travel (Out of State):	\$ _____	
4. Printing/Copying:	\$ _____	
5. Supplies:	\$ _____	
6. Resource Materials:	\$ _____	
7. Telephone:	\$ _____	
8. Postage:	\$ _____	
9. Subcontracts (specify):	\$ _____	
10. Other items:	\$ _____	
TOTAL DIRECT COSTS TO GRANT:		\$ _____
11. INDIRECT ADMINISTRATIVE COSTS:	\$ _____	
TOTAL PROGRAM COSTS TO GRANT:		\$ _____
In-Kind Contribution (not required)	\$ _____	

**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.

END