Solicitation Information
January 13, 2011

LOI # 7448202

Title: ARRA - Physical Activity Nutrition & Tobacco-PANT: *Retailer Relations Consultant*

Submission Deadline: February 7, 2011 @ 2:30 PM (Eastern Time)

Questions concerning this solicitation must be received by the Division of Purchases at gail.walsh@purchasing.ri.gov no later than **January 25, 2011 at 12:00 Noon (ET)** .Questions should be submitted in a *Microsoft Word attachment.* Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

Gail Walsh
Buyer

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 RIVP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

PHYSICAL ACTIVITY NUTRITION & TOBACCO-PANT: Retailer Relations Consultant

SECTION 1 - INTRODUCTION

The Rhode Island Department of Administration, Division of Purchases, on behalf of the Rhode Island Department of Health (HEALTH), Division of Community, Family Health and Equity is requesting Letters of Interest (LOI) from qualified consultant(s) to launch a Retailer Relations project with select neighborhood corner stores to include but not limited to educating store owners about the FDA law and regulations restricting advertising, marketing and promotion of tobacco products, building positive relationships with store owners, assisting with the procurement of healthier foods and beverages, and assist in leveraging resources to make the project successful and sustainable.

Background

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 (ARRA) issued by the Centers for Disease Control (CDC) to strengthen existing youth tobacco access laws and make unhealthy food choices less attractive by supporting environmental policy change. A component of ***PANT*** is an integrated project between the Tobacco Control Program and the Initiative for a Healthy Weight Program that will address the Family Smoking and Prevention and Tobacco Control Act, referred to as the FDA law and develop innovative partnerships with community based store owners to make healthier foods more prominent and available.

The Tobacco Control Program's priority areas include:

- Prevent initiation of tobacco use among young people
- Eliminate exposure to second hand smoke
- Identify and eliminate tobacco related disparities

Initiative for a Healthy Weight's priority areas include:

- Improve access to affordable healthy foods
- Improve community walkability
- Increase access to safe and affordable recreation
- Reduce access to unhealthy foods

This LOI will incorporate best practices from around the country to build positive Retailer Relations in select cities that are not currently receiving ARRA funds to do similar work. The scope of work will include but not limited to educating store owners on the FDA law restricting marketing/promotion and point of purchase for tobacco products, store design and layout, fresh produce sourcing and access, community engagement and other innovative strategies to create a healthier corner store environment and support FDA compliance.

Up to $60,000 is available for the project period beginning approximately February 01, 2011 – January 31, 2012 to one or more consultant entities that can demonstrate knowledge, experience, and accomplishments in policy change work at the state and local level, including training and

coaching, mobilizing communities, and working directly with retailers around healthy food access and compliance with the FDA law. 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.

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 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.
- 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.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. The "Official" time clock is in the reception area of the Division of Purchases.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This will be a requirement only of the successful bidder (s).*
- Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.

- Submitters should be aware of the State's MBE requirements, which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or cnewton@doa.ri.gov , or 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 Raymond.lambert@hr.ri.gov.

- 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:

The contractor will be responsible for developing and building retailer relationships in select cities, conduct compliance checks and educating store owners about the FDA regulations restricting marketing and advertising of tobacco products and environmental changes that will make healthy choices easy choices for all Rhode Islanders The contractor will provide the following services:

- **Provide training to retail storeowners and staff.** The consultant will work with businesses and organizations on the planning, execution, and evaluation of the project that will advance the environmental change priorities identified by the Physical Activity Nutrition and Tobacco- (PANT) grant and local community groups. The project may include issues such as increasing access to healthy foods, limiting or banning tobacco promotions as per the FDA law, limiting the density of unhealthy foods or tobacco products, etc. The consultant will build positive relationships and provide education to include:

    - Scientific and political research to support project goals
    - Building sustainable relationships with store owners through store associations, trainings and other relationship building practices
    - Training store owners on FDA law regulations related to marketing and promotion restrictions of tobacco products, point of purchase and compliance of the FDA law and increasing access to healthy foods
    - Leveraging and identifying potential resources to support healthy choices
    - Strategic stakeholder identification and cultivation

- Engaging and convening decision makers about the Retailer Relations project
- Developing sustainable promising practices to be modeled statewide

- **Provide guidance and technical assistance for storeowners.** The consultant will work with The PANT program staff on the planning, execution, and evaluation of the Retailer Relations project. The consultant will:

  - Work collaboratively with HEALTH in planning, execution, and evaluation of the project to include ARRA reporting and media/communications planning
  - Work collaboratively with FDA compliance check partners in the state
  - Utilize real-time coaching for store owners and community partners to support PANT priorities
  - Develop a promising practice toolkit or guide documenting strategies used for this project to be modeled in other towns
  - Provide expertise and guidance on environmental changes related to PANT
  - Prepare store owners and staff for project roll-outs
  - Participate in Rhode Island Tobacco Control Network (RITCN) quarterly meetings as needed
  - Meet all ARRA related reporting requirements timely

The contractor(s) selected as a result of this request will work closely with and be supervised by the PANT Coordinator. The contractor(s) will work with a variety of state and community level individuals and must be able to respond to their requests for technical assistance.

Resources for project:

1.) Family Smoking Prevention & Tobacco Control Act: FDA regulations
http://www.fda.gov/TobaccoProducts/GuidanceComplianceRegulatoryInformation/default.htm

2.) FDA Enforcement Action Plan:
http://www.fda.gov/downloads/TobaccoProducts/GuidanceComplianceRegulatoryInformation/UCM227882.pdf

3.) Healthy Corner Store Network:
http://healthycornerstores.org/

QUALIFICATIONS

Eligible applicants must have:

- Familiarity with state and/or federal agencies as well as small businesses, community based organizations and residents on healthy initiatives
- Experience providing advocacy and/or training to diverse groups and individuals
- Experience with statewide policy, environmental and or systems change through similar work in the field of tobacco control, obesity prevention and or health promotions in general
- Experience working with small businesses, retail environments and/or wholesales
- Project planning, management and implementation
- Community based project launches

Contract Information

A contract(s) resulting from this award will be issued approximately March 01, 2011 through January 31, 2012 for up to $60,000. 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 (ARRA) grants to HEALTH and is contingent upon funding. The project will **not** be renewable as funding is time limited. Applicants should submit a 12-month budget. A contract resulting from this award will be issued approximately February 01, 2011.

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

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 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# 7448202 - Physical Activity Nutrition & Tobacco (PANT) – *Retailer Relations Consultant*** 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 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, copy of resume(s) and all information described earlier in this solicitation.

4. A Budget and Budget Narrative to include: Name of consultant(s), organizational affiliate if applicable, nature of services rendered, number of days of consultation (basis for fee) and the expected rate of compensation (supplies, local travel and other related expenses).

5. In addition to the multiple hard copies of the proposals required, respondents are requested to provide their proposal in electronic format (CD, diskette, or flash drive). Microsoft Word / Excel or PDF format is preferable. Only one electronic copy is requested and it should be placed in the proposal marked "original."

EVALUATION CRITERIA

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

0-25 Points: Consultant Capacity

- Qualifications and experience of staff assigned to perform desired services are clearly demonstrated.

0-25 Points: Past Experience

- Experience with similar projects undertaken working both with state and/or federal agencies, retail sector and health promotion community partners is demonstrated.

0-20 Points: Understanding of the Project

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

10 Points: Letters of Support

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

20 Points: Cost Proposal

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

Not withstanding 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 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.

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 15 12(c) of ARRA using the reporting instructions and data elements available online at FederalReporting.gov, and ensure that any information that is prefilled is corrected or updated as needed. Information from these reports will be made available to the public.

c. To the extent that Contractor is a Sub-Recipient with a Subaward having a total value of greater than $25,000, it accepts delegation of reporting responsibility of FFATA data elements required under section 1512 of ARRA for payments from the State. Sub-Recipient shall utilize the federal government's online reporting solution at www.FederalReporting.gov. Reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by ARRA.

d. To the extent that Contractor is a Sub-Recipient with a Subaward having an initial total value of less than $25,000, but is subsequently modified to exceed $25,000, Contractor agrees that subsections (b) and (c) above apply after the modification.

10. Buy American Requirements under § 1605 of ARRA

a. Contractor agrees that, in accordance with section 1605 of ARRA, it will not use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. In addition to the foregoing Contractor agrees to abide by all regulations issued pursuant to section 1605 of ARRA.

b. Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in section 1605 of ARRA and federal regulations issued pursuant thereto.

11. Wage Rate Requirements under § 1606 of ARRA

a. Contractor agrees that it will comply with the wage rate requirements contained in section 1606 of ARRA, which requires that, notwithstanding any other provision of law, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Rhode Island is available at http://www.gpo.gov/davisbacon/ri.html.

b. Contractor agrees that it will comply with all federal regulations issued pursuant to section 1606 of ARRA, and that it will require any subcontractors or sub-recipients to comply with the above provision.

12. Required Jobs Data Reporting under § 1512(c)(3)(D) of ARRA

a. Contractor agrees, in accordance with section 1512(c)(3)(D) of ARRA and section 5 of the June 22, 2009 OMB Reporting Guidance (entitled "Reporting on Jobs Creation Estimates and by Recipients"), to provide an estimate of the number of jobs created and the number of jobs retained by ARRA-funded projects and activities. In order to perform the calculation, the Contractor will provide the data elements listed in sub-section (b) below.

b. Contractor agrees that, no later than two business days after the end of each calendar quarter, it will provide to the State the following data elements using a form specified by the State:

i. The total number of ARRA-funded hours worked on this award.

ii. The number of hours in a full-time schedule for a quarter.

iii. A narrative description of the employment impact of the ARRA funded work. This narrative is cumulative for each calendar quarter and at a minimum, shall address the impact on the Contractor’s workforce and the impact on the workforces of its subcontractors or sub-recipients.

c. Contractor agrees that, in the event that the federal government permits direct reporting of section 151 2(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.

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.

Please note that if ARRA Sub-Recipients (Sub-Grantees) and/or ARRA Vendors contract out with additional sub-recipients and/or vendors, the following is required:

- 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/or jobs data training due to ARRA funding.
- Report jobs data to **HEALTH** no later than two (2) days after the quarter end.