



7 June 11

Letter of Interest # 7448757

TITLE: ARRA-CPPW Tobacco Free Initiative: Strategic Planning Consultant

Submission Deadline: 30 June 11 @ 11:00 AM (Eastern Time)

Questions concerning this solicitation must be received by the Division of Purchases at questions@purchasing.ri.gov no later than **17 June 11 @ 12:00 Noon (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the 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

**Jerome D. Moynihan, C.P.M., CPPO
Assistant Director for Special Projects
Division of Purchases**

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 RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

TOBACCO FREE INITIATIVE: STRATEGIC PLANNING 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 develop a sustainability plan for the Communities Putting Prevention to Work – Providence Tobacco Free Initiative. This is a two-year initiative currently funded through the American Reinvestment and Recovery Act (ARRA) issued by the Centers for Disease Control (CDC) under the U.S Department of Health and Human Services. The project will extend from September 1, 2011 through February 28, 2012.

BACKGROUND

The American Recovery and Reinvestment Act of 2009 established that \$650 million dollars shall be provided to carry out evidence-based clinical and community-based prevention and wellness strategies authorized by the Public Health Service Act that deliver specific, measurable health outcomes that address chronic disease rates. The Department of Health and Human Services (HHS) has developed an initiative in response to the Act. The goal of the HHS initiative, Communities Putting Prevention to Work, is to reduce risk factors and prevent or delay chronic disease and promote wellness in both children and adults. The initiative was launched by HHS in a press briefing held on September 17, 2009.

The Rhode Island Department of Health (HEALTH), Division of Community, Family Health and Equity was awarded the Communities Putting Prevention to Work – Providence Tobacco Free Initiative grant through the American Reinvestment and Recovery Act (ARRA) issued by the Centers for Disease Control (CDC). The goal of the initiative is to decrease smoking and to prevent youth tobacco use in the city of Providence by strengthen existing youth tobacco access laws, increasing resistance to tobacco marketing, changing social norms around tobacco use, increasing enforcement of smoke-free policies, and increasing smoking cessation success. This initiative will also close the gap in health disparities that exists within neighborhoods in Providence where smoking and disease rates are higher, and where relentless tobacco advertising and aggressive sales practices prey on vulnerable populations.

SCOPE OF WORK

Vendors submitting LOI's will agree to develop a sustainability plan that will leverage all resources available to help maintain activities funded by the Communities Putting Prevention to Work – Providence Tobacco Free Initiative grant and related tobacco control policy change efforts at the local and state level beyond the end of the ARRA-CPPW funding period scheduled for March 2012. Vendor will work with HEALTH, as well as funded partners and community stakeholders, in the identification of resources and strategies in developing a written sustainability plan inclusive of, but not limited to, the following:

1. A vision statement;
2. Feedback from key informant interviews with public/private sector stakeholders and decision-makers on proposed sustainability plan;
3. Analysis and recommendation of methodologies for leveraging other financial and program support from philanthropic entities as well as federal, state and local resources;

4. An analysis of existing program resources, steps project has already taken towards sustainability and identification of relevant internal/external barriers and/or limitations;
5. Recommendation of strategies to integrate this project with other related local and state projects in order to create efficiencies, synergy and sustainability;
6. Identification of key champions from businesses, faith-based institutions, government and other parts of the community who are committed to the initiative's vision and are willing to use their power and prestige to generate support for the program's long-term stability;
7. A detailed action plan including goals, objectives, benchmarks, milestones and action steps to achieve sustained funding goals.

Vendor application should be inclusive of a work plan describing approach, data gathering strategies, data collection tools, list of activities or action steps, and estimated timeline.

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 Charles.Newton@doa.ri.gov 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. – (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 at rlambert@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.
- **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.

RESOURCES FOR THIS PROJECT

Department of Health and Human Services Communities Putting Prevention to Work Initiative
<http://www.hhs.gov/recovery/programs/cppw/factsheet.html>

Centers for Disease Control and Prevention – Communities Putting Prevention to Work
<http://www.cdc.gov/CommunitiesPuttingPreventiontoWork/>

RI Department of Health Tobacco Control Program
<http://www.health.ri.gov/healthrisks/tobacco/>

Campaign for Tobacco Free Kids
<http://www.tobaccofreekids.org/index.php>

A Report of the Surgeon General: How Tobacco Smoke Causes Death
<http://www.surgeongeneral.gov/library/tobaccosmoke/report/index.html>

Prevent and Reduce Tobacco Use: Secretary of Health's Strategic Initiatives
<http://www.hhs.gov/secretary/about/prevent.html>

QUALIFICATIONS

The contractor(s) selected as a result of this request will work closely with and be supervised by the ARRA-CPPW HEALTH Project Officer. Contractor must demonstrate the following qualifications:

- Thorough understanding of local, state and national funding sources and approaches to public health program sustainability;

- Demonstrated experience in strategic planning, stakeholder engagement and community mobilization;
- Demonstrated experience in identifying key issues in sustaining program/organizational work and communicating strategies to achieve long-term goals;
- Demonstrated experience in the development of sustainability action plans and feasibility studies

CONTRACT INFORMATION

A contract resulting from this award will be issued approximately September 1, 2011. Up to \$40,000 is available through February 01, 2012. 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 grant to HEALTH and is contingent upon funding. The project will not be renewable as funding is time limited. Any award resulting from this request will be subject to the state's General Conditions of Purchase, which is available 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 questions@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# 7448757: ARRA-CPPW Tobacco Free Initiative: Strategic Planning Consultant**” and delivered 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, 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 as well as knowledge and expertise of designated training topics are clearly demonstrated.

0-25 Points: Past Experience

- Experience with the delivery of capacity building training with state and community-based agencies.

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 offerer'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 is identified, including percent effort or hourly effort on the project.

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 Purchasing Agent, or her designee, who will make the final selection for this requirement.

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.

1. "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 pre-filled 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