



Solicitation Information
17 June 11

LOI # 7448783

TITLE: (ARRA) Energy Assurance Initiative

Submission Deadline: 5 July 2011 @ 11:30 AM (Eastern Time)

Pre-Bid conference: No

Questions, in a Microsoft Word format, concerning this solicitation must be received by the Division of Purchases at questions@purchasing.ri.gov no later than **23 July 2011 at 12:00 Noon** (Eastern Time). Please reference the LOI # on all correspondence. Questions received, if any, will be answered and posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

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Assistant Director for Special Projects

**Vendors must register on-line at the State Purchasing Website at
www.purchasing.state.ri.us.**

NOTE TO VENDORS:

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

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

SECTION 1:

The Rhode Island Department of Administration/Division of Purchases, on behalf of Rhode Island Office of Energy Resources (OER) is soliciting proposals for services to develop an Energy Assurance Initiative and enhance State preparedness to “facilitate recovery from disruptions to energy supply” and “enhance reliability and quicker repair from outages.”

Funding for this activity is being provided from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (Recovery Act). Special terms and conditions apply to the use of these funds and a general description of the special terms and conditions are described in Section 6.

During the last decade, economic and technological forces, legislative initiatives, and market trends have propelled changes in the energy industries and their supply delivery systems and increased environmental considerations in consumers’ energy choices. Therefore, Rhode Island must update the existing State of Rhode Island Emergency Energy Plan (2006) to reflect these changes and incorporate updated response actions and efficient “best practices” response implementation procedures. Additionally, Rhode Island must establish an effective energy emergency communications and information flow system for state officials. In doing so, Rhode Island officials can be better informed and prepared to respond to future energy emergencies.

This initiative focuses on developing new or refining the existing Emergency Energy Plan (2006) and integrating new energy portfolios (renewable, biofuels, etc) and new applications such as Smart Grid technology into the plan and emergency preparedness protocols and procedures.

This solicitation, and subsequent award, is governed by the State’s General Conditions of Purchase, which is available at www.purchasing.ri.gov

To access the State’s General Conditions of Purchase, enter our website, click on RIVIP, then click on General Information and then click on Rules and Regulations. Once the Rules and Regulations are displayed, scroll to the bottom of the page and double click on Appendix A, which contains the State’s General Conditions of Purchase.

The scope of work is described herein.

INSTRUCTIONS AND NOTIFICATIONS TO PROPOSERS:

- Potential respondents 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.
- Proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the respondent. The State assumes no responsibility for these costs.

- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- Proposals misdirected to other State locations or which are otherwise not present in the Office of Purchases at the time of opening for any cause will be determined to be late and will not be considered. The “official” time clock is in the reception area of the Division of Purchases.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). *This is a requirement only of the selected bidder.*
- Respondents are advised that all materials submitted to the State of Rhode Island for consideration in response to this LOI Proposal will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.
- Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this LOI.
- The respondent should be aware of the State’s Minority Business Enterprise (MBE) requirements, which addresses the State's ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator, at (401) 574-8253 or visit the website at <http://www.mbe.ri.gov>
- Awards resulting from this LOI will be subject to the State’s General Conditions of Purchase, which are available through the Internet at www.purchasing.ri.gov.
- 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 the 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

- Subcontracts are permitted, provided that their use is clearly indicated in the Respondent'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. 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. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

Architectural/Engineering Services

Persons or firms practicing Architectural and/or Engineering Services in the State of Rhode Island must possess a proper registration and Certificate of Authorization in accordance with Rhode Island General Laws.

A copy of the current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s) for the individual(s) who would perform the work must be included behind the front page of each copy of the Proposal.

An offeror who does not have a current Rhode Island Certification of Authorization for the firm and current Rhode Island registration(s) must acknowledge non-compliance with this requirement and confirm in writing that, if selected for the project, will expedite acquisition of a Rhode Island registration(s) and Certificate of Authorization(s), the attainment of which will be required before an award will be made. The letter of acknowledgement must be included behind the front page of each copy of the Proposal.

The Board of Design Professionals can be contacted as follows:

Board for Design Professionals
State Board of Registration for Professional Engineers
1511 Pontiac Avenue, Building 68-2
Cranston, RI 02920
Tel: (401) 462-9592
Fax: (401) 462-9532
Website: www.bdp.state.ri.us

The respondent's Proposal may be disqualified and removed from consideration if the Proposal fails to include the required current Rhode Island Certificate of Authorization for the firm and current Rhode Island registration(s), or, in absence of these documents, to acknowledge need to acquire them prior to award if selected.

Questions, in **Microsoft Word Format**, concerning this solicitation, may be e-mailed to the Division of Purchases at questions@purchasing.ri.gov no later than the date & time indicated on page 1 of this solicitation. Please reference the LOI # on all correspondence.

Responses to questions received, if any, will be provided, as an Addendum to this LOI, and posted on the Rhode Island Division of Purchases website at (www.purchasing.ri.gov) It is the responsibility of all interested respondents to download this additional information. *If technical assistance is required to download, call the Help desk at (401) 222-3766.*

SECTION 2 – PROJECT DESCRIPTION

Introduction:

The goal of this project is to establish a framework for state government to effectively respond to different types of energy emergencies. This means that appropriate state officials need a thorough understanding of energy infrastructures and delivery systems, potential risks to those structures, and energy supply impacts should the systems be interrupted. State officials should have comprehensive knowledge of their role in energy emergency events, and how and when to implement effective and efficient emergency strategies to help alleviate the emergency situation. Therefore, they need to be aware of statutory, regulatory and commercial market factors that influence the energy situation. They must ensure that essential public services continue operating. To do so, state officials must establish a proper and effective communication procedure. This includes a predetermined communication network among state government agencies and between government and energy industries and other stakeholders. In addition, they need quick access to pertinent information about the situation to make good decisions. In order to train personnel and evaluate the state's energy assurance plan, state officials need to participate in an intra-state training/exercise. At this time, OER sees the need for the following:

- ***A Vulnerability and Risk Analysis*** - an updated, integrated, comprehensive analysis of major energy (natural gas, electricity, petroleum and renewable) infrastructures in the state and region and the energy supply distribution systems. With this information, RI will be able to identify the specific energy assets and the various energy supply interdependencies. The final report will assess the infrastructures' vulnerabilities to man-made or natural hazards and the impacts of energy supply losses. Thus, OER can determine and prioritize energy assurance measures that the state and energy industries can implement to alleviate the supply loss impacts and/or obtain energy supplies.
- ***A Revised, Enhanced Energy Assurance Plan*** – This is divided into two groups of actions. The first is emergency response. How can the state and energy industries provide for effective responses that minimize consequences and provide for a rapid recovery and a return to normal conditions? Energy assurance encompasses preparedness activities that enhance the ability to more quickly return to normal following an energy disruption. These efforts are focused on responses **after** a disruptive event. For this, the plan includes an energy emergency management protocol with a delineation of state officials' roles and responsibilities and outline of coordinated activities; updated energy

emergency strategies and implementation procedures incorporating measures for traditional energy supplies – natural gas, petroleum, electricity – and a revised public communications process. The second group are actions taken **before** a disruption that prevent them from occurring (reduce threats) and to defend against those disruptions (reduce vulnerabilities). For example, the use of various alternatives to conventional electricity, petroleum and natural gas such as energy efficiency, renewable energy, distributed generation, Smart Grid technologies have the potential to enhance energy security by helping to distribute generation and diversify supply among various locations.

- ***An Intrastate Exercise*** – a test to evaluate the effectiveness of all aspects of the energy assurance plan. The exercise will include appropriate representatives from the energy industries, local, state and federal government.

The OER invites responses from qualified firms and individuals (Consultants) who can perform such analyses and draft an enhanced energy assurance plan, recommending emergency preparedness, response, and recovery strategies and procedures, and writing reports. All responses to this LOI must meet the general requirements and any technical specifications and requirements outlined herein. A winning bid for this LOI does not guarantee that the successful bidder will eventually be awarded a contract to provide services.

Funding:

Funding for the RI Energy Assurance Initiative is supported by the U.S. Department of Energy and made possible through ARRA funds, Award Number DE-OE0000062. A total of \$250,000.00 is available for consulting services under this LOI. The money is divided among the projects listed under Scope of Services.

Scope of Services:

The Consultants' responsibilities will include, but are not limited to:

- 1) **Vulnerability and Risk Assessment of Energy Infrastructure/Distribution Systems.** The purpose is to provide a framework within which risks and energy supply losses are assessed and ranked. Then, possible mitigation options will be identified and could be implemented by industry and/or government to reduce impacts of supply losses or make more supplies available.
 - a. Identify major in-state key energy assets, traditional energy infrastructure -petroleum, natural gas, electricity - and renewable energy sources such as wind. The petroleum facilities should include oil terminals. The natural gas facilities should include in-state major pipelines and storage and LNG facilities. The electric facilities would include power plants, major transmission and distribution facilities. Also identify, in general, major out-of-state assets (e.g. interstate natural gas pipelines) that supply energy to RI.

- b. Develop an Infrastructure Data Base and GIS Maps - Organize and report the in-state asset locations and download the information into a GIS system to produce a GIS map(s). The format should be accessible so that OER can update the data over time.
 - c. Determine the vulnerabilities (e.g. physical, technical/cyber, operational, natural and man-made) that can impact the different energy infrastructures and energy supplies and deliveries for RI. Rank the vulnerabilities in terms of probability of occurrence.
 - d. Quantify, assess and evaluate energy supply impacts of the various energy infrastructure losses on consuming sectors and on alternate energy sources. The analysis on the energy loss impacts – in terms of 1) on which type and how many consumers and 2) affects on that energy supply and other types of energy (e.g. loss of natural gas pipeline in winter affects gas customers and electric generation).
 - e. Prioritize the vulnerabilities and most important assets which state government should monitor and for which state should devise strategies to mitigate impacts.
 - f. The Consultants will meet with industry representatives to determine and to discuss the risks. Consultants will determine if there are existing emergency plans to deal with the risks. (e.g. electric utilities have winter storm restoration plans). Consultant will determine if the existing plans are adequate and suggest alternatives.
 - g. In conjunction with the Task 2 below, the will make recommendations on state government actions for implementing protective programs and resiliency strategies. Consultants should review and incorporate pertinent recommendations from the U.S. Department of Homeland Security’s report, “A Guide to Critical Infrastructure and Key Resources Protection at the State, Local, Tribal and Territorial Level,” Sept. 2008.
 - h. Consultants will write a draft report, confer with OER, incorporate OER changes and produce a final report with a copy-ready version.
- 2) **Revised, Enhanced Energy Assurance Plan.** The purpose is to refine and update the state’s existing Emergency Energy Plan (2006) and expand the plan into energy assurance plans that incorporate modern processes, technologies (such as distributed generation) and tools such as energy efficiency, and renewable resources as energy assurance (reliability) options.

The Consultants shall:

- a. Compare the Rhode Island Emergency Energy Plan (2006) to the National Association of State Energy Official’s (NASEO) most recently revised Energy Assurance Guidelines.
- b. Examine best practices from energy assurance plans from other jurisdictions.
- c. Review the findings from the Vulnerability and Risk Analysis. That analysis will likely highlight gaps of key energy emergency and energy assurance plan components.

- d. Based in part on above findings, devise and/or revise response, mitigation and recovery measures that Rhode Island's government officials and energy industry should consider implementing to limit consequences and speed recovery for energy disruptions. This includes but is not limited to:
- 1) Devise a procedure for emergency communications among state government agencies, and with federal and local government, and energy industry. This should define and clarify organizational relationships and responsibilities for energy emergencies.
 - 2) Develop Priority Users categories for essential services and vulnerable consumers.
 - 3) Incorporate emergency measures for all fuels and renewable energy.
 - 4) Develop a Fuel Set-Aside plan.
 - 5) Identify the existing federal, state and local RI authorities and laws or regulations or needed requirements to implement and/or relax such emergency measures.
 - 6) Devise a public communications plan including media coordination procedures.
- e. Propose how new technologies such as Smart Grid applications, demand response, the integration of distributed generation and storage, advanced utility control systems, etc. could reduce peak load, shift load and help minimize and/or resolve energy supply disruptions and add to energy assurance and reliability.
- f. Meet with appropriate state and federal agencies (e.g. OER, RIEMA, Public Utilities Commission, Department of Environmental Management) and U.S. Coast Guard – Rhode Island, etc. and energy industry and stakeholder representatives to gather input and recommendations.
- g. Write a draft Energy Assurance report, confer with OER and RIEMA, incorporate OER changes and produce a final report with a copy-ready version.

3) **Inter-state Exercise** – the goals of the exercise are to:

- facilitate communication within state government and energy industry, enhance the network of energy emergency contacts, strengthen the institutional relationships, and better understand decision-makers roles and responsibilities;
 - increase participants' understanding of key aspects of Rhode Island's energy markets, infrastructure, interdependencies and vulnerabilities to enable them to make better decisions during times of emergencies;
 - educate participants about energy assurance planning, test the plans' legal and regulatory authorities and approaches, identify differences and potential problems; and
 - identify key issues that are not addressed or need to be addressed in more detail;
- a. Develop, organize and conduct a one-day, table top exercise for government and industry stakeholders that will test their knowledge of the revised, enhanced energy assurance plan.

- b. Write final report on the exercise outcomes identifying and recommending needed changes to the state's revised Energy Assurance Plan (Task 2).

SECTION 3 – PROPOSAL REQUIREMENTS

General Submission Requirements:

Responses **(an original plus four (4) copies)** should be mailed or hand-delivered in a sealed envelope marked “**LOI 7448783 Energy Assurance Initiative**” 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 will 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

Proposals should include the following:

- A completed and signed three-page RIVIP Bidder Certification Cover Form, available at www.purchasing.ri.gov
- The name, title, address and telephone number of one or more individuals who are authorized to negotiate and sign a contract for the Respondent.
- A Technical Proposal describing the qualifications and background of the applicant and experience with similar programs, including Standard Form 330 (available on the Purchasing Website on the Standard Forms page), as well as other details including personnel, experience, approach / methodology, and qualifications data.
- A budget for the proposed services
- A completed and signed W-9 (taxpayer identification number and certification). Form is downloadable at www.purchasing.ri.gov.
- In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CDRom, Diskette, flash drive). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy

is requested. This CD or diskette should be included in the proposal marked “original”.

Specific Submission Requirements

In a Statement of Work no longer than 10 pages, please submit your proposal as to how you would implement the above described tasks.

The proposal must be in the following format:

Section 1. Introduction

Proposers shall summarize their understanding of the objectives and requirements of this LOI. Proposers shall briefly identify key information about their organization and other organizations that are part of the proposer’s team. Proposers shall describe how the organization or team is qualified to perform and complete the services requested under this LOI.

Section 2. Statement of Work

Provide a general description of how the proposer will approach the tasks and deliverables described above and any approaches that may help to improve or streamline the final work product.

Section 3. Management Structure

Proposers shall identify all team members, including the Principal or Lead contact, who will be responsible for ensuring that the project is timely and of good quality. Provide a clear description of the roles and responsibilities, and anticipated hours allocated to all key personnel. Note that hours allocated in the work schedule must be consistent with those in the budget. Provide the names and addresses of subcontractors. Provide an organization chart.

Section 4. Qualifications.

Describe specific experience pertaining to the desired tasks and work products. Discuss proposed teaming arrangements, if applicable. State the team’s individual and combined expertise that would enable successful completion of the project. List and briefly describe relevant projects that have been completed by the proposer and team. Indicate which team members were responsible for each project described. Indicate the name and telephone number of at least three references for whom your organization has similar relevant completed projects. Provide resumes of all team members in an appendix.

Section 5. Cost for the total project and proposal

Provide the cost for each of the tasks requested under Scope of services in Section 2 above.

Indirect costs: Attach documentation to support indirect cost (overhead) rate(s) included in your proposal as follows:

1. Describe the basis for the rates proposed (ie, based on prior period actual results; based on projections; based on federal government or other independently approved rates).

2. If rate(s) is approved by an independent organization, such as the federal government, provide a copy of such approval.
3. If rate(s) is based on estimated costs or prior period actual results, include calculations to support proposed rate(s). Calculation should provide enough information for OER to evaluate and confirm that the rate(s) are consistent with generally accepted accounting principles for indirect costs.

Financial statements or other needed financial information may be requested.

Section 4 - EVALUATION CRITERIA

Mandatory Minimum Qualifications

- Expertise and demonstrated technical experience in energy sector risk analyses, energy assurance planning including emergency response, mitigation and recovery planning, and table top exercises.
- Knowledge of gas and electric utility supply and distribution operations, preferably in Rhode Island, and petroleum supply and distribution systems, preferably in New England.
- Knowledge of various alternatives to conventional electricity, petroleum and natural gas such as energy efficiency, renewable energy, distributed generation, Smart Grid technologies that have the potential to enhance energy security by helping to distribute generation and diversify supply among various locations.
- Experience in organizing and facilitating technical subject matter meetings with (or negotiating with) high-level energy industry representatives.
- Availability to attend meetings in Rhode Island.
- Excellent communication skills.
- Compliant with terms and conditions under ARRA contracting: See www.purchasing.ri.gov

Upon meeting the Mandatory Minimum Qualifications, OER will evaluate responses based on the following which should be detailed in the proposal:

1) Experience & Qualifications

- a. Demonstrated understanding of RI energy infrastructure and supply systems
- b. Experience performing Vulnerability and Risk analyses
- c. Experience conducting table top exercises
- d. Level and amount of past experience with response, mitigation and recovery plans and projects
- f. Quality and experience of key personnel assigned to this project
- g. Previous experience with state or federal grants/contracts
- h. Experience drafting Energy Assurance Plans for other New England States

Submitting one (1) sample of previous work is encouraged.

2) Project Management and Approach

- a. Clarity and reasonableness of proposed work plan, including understanding of tasks and methods to accomplish tasks.
- b. Reasonable timetables to complete project (priority may be given to those who can begin immediately after contract award).
- c. Availability to attend meetings in Providence RI with OER staff, energy industry representatives, other government agencies and interested stakeholders
- d. Ability to deliver projects within deadlines
- e. Adequate staffing for described work including logistic resources of the bidder.
- f. Experience in report writing.

3) Cost / Budget

- a. Budget items and amounts are sufficiently described and justified.

Section 5 - EVALUATION PROCESS AND AWARD

Process

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

The Committee will then make a qualifications based recommendation for final selection to the Rhode Island State Purchasing Agent, or her designee, who will make the final award decision.

Complete proposals, which include all necessary Recovery Act Assurances, will be ranked based on the following evaluation criteria:

1. Proposer qualifications and relevant experience of key staff. (25%)
2. Management structure and allocation of key personnel towards Project Budget, Project Plan and Work Schedule. (25%)
3. Statement of Work demonstrating a strong understanding of OER's goals, objectives and expected work product from this LOI. (25%)
4. Cost / Budget (25%)

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

Contract Expansion

If additional funds become available during the contract duration, OER reserves the right to increase the maximum obligations to some or all contracts executed as a result of this LOI, subject to available funding, satisfactory contract performance and service, or additional services' need.

SECTION 6 -- SPECIAL TERMS AND PROVISIONS APPLICABLE TO RECEIPT OF ELECTRICITY DELIVERY AND ENERGY RELIABILITY FUNDS

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS AND SUBAWARDS FUNDED IN WHOLE OR IN PART BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUB. L. NO. 111-5

1. Definitions

- a. "ARRA" or "Recovery Act" means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat.115.
- b. "ARRA Funds" means any funds that are expended or obligated from appropriations made under ARRA.
- c. "ARRA Requirements" means these Supplemental Terms and Conditions, as well as any terms and conditions required by: ARRA; federal law, regulation, policy or guidance; the federal Office of Management and Budget (OMB); the awarding federal agency; or, the Rhode Island Office of Economic Recovery and Reinvestment (OERR).
- d. "Contract" means the contract to which these Supplemental Terms and Conditions are attached, and includes an agreement made pursuant to a grant or loan 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.

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.

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.

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, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. In addition to the

foregoing Contractor agrees to abide by all regulations issued pursuant to section 1605 of ARRA.

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

11. Wage Rate Requirements under § 1606 of ARRA

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

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

- a. Contractor agrees, in accordance with section 1512(c)(3)(D) of ARRA and section 5 of the June 22, 2009 OMB Reporting Guidance (entitled "Reporting on Jobs Creation Estimates and by Recipients"), to provide an estimate of the number of jobs created and the number of jobs retained by ARRA-funded projects and activities. In order to perform the calculation, the Contractor will provide the data elements listed in sub-section (b) below.
- b. Contractor agrees that, no later than two business days after the end of each calendar quarter, it will provide to the State the following data elements using a form specified by the State:
 - i. The total number of ARRA-funded hours worked on this award.
 - ii. The number of hours in a full-time schedule for a quarter.
 - iii. A narrative description of the employment impact of the ARRA funded work. This narrative is cumulative for each calendar quarter and at a minimum, shall address the impact on the Contractor's workforce and the impact on the workforces of its subcontractors or sub-recipients.
- c. Contractor agrees that, in the event that the federal government permits direct reporting of section 1512(c)(3)(D) jobs data by sub-recipients or vendors, it will

directly report jobs data to the federal government, consistent with any applicable federal law, regulations and guidance.

13. Segregation of Funds

- a. Contractor agrees that it shall segregate obligations and expenditures of ARRA funds from other funding it receives from the State and other sources, including other Federal awards or grants.
- b. Contractor agrees that no part of funds made available under ARRA may be commingled with any other funds or used for a purpose other than that of making payments in support of projects and activities expressly authorized by ARRA.

14. Disclosure pursuant to the False Claims Act

Contractor agrees that it shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

15. Disclosure of Fraud, Waste and Mismanagement to State Authorities

Contractor shall also refer promptly to the Rhode Island Department of Administration, Department of Purchases, any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of State or Federal laws and regulations in connection with funds appropriated under ARRA.

16. Prohibited Uses of ARRA Funds

- a. Contractor agrees that neither it nor any subcontractors or sub-recipients will use the funds made available under this agreement for any casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools, or similar projects.
- b. Contractor agrees that neither it nor any subcontractors or sub-recipients will use the funds made available under this agreement in a manner inconsistent with any certification made by the Governor or any other State official pursuant to the certification requirements of ARRA, which are published online at <http://www.recovery.ri.gov/certification/>.

17. Whistleblower Protection under §1553 of ARRA

- a. Contractor agrees that it shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that he or she reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to covered funds; (2) a gross waste of covered

funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds; (4) an abuse of authority related to the implementation or use of covered funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

- b. Contractor agrees to post notice of the rights and remedies available to employees under section 1553 of ARRA.

Please note that the State will strictly enforce compliance with all ARRA Requirements and these Supplemental Terms and Conditions. Accordingly, all Contractors should familiarize themselves with these Supplemental Terms and Conditions as well as all ARRA Requirements as they relate to this LOI.

END