

SUPPLEMENTAL TERMS AND CONDITIONS FOR
CONTRACTS USING ARRA FUNDS

INSTRUCTIONS TO BIDDERS:

To the extent that this contract involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“ARRA”) funds, the following terms and conditions apply. As used in this Section, “Contractor” means the contractor receiving ARRA funds from the State of Alaska under this agreement.

1. *The Contractor specifically agrees to comply with each of the terms and conditions contained herein.*
2. *Contractor understands and acknowledges that the federal stimulus process is still evolving and that new requirements for ARRA compliance may still be forthcoming from federal government and the State of Alaska. Accordingly, Contractor specifically agrees that both it and all subcontractors will comply with all such requirements during the contract period.*

1. DUNS NUMBER: All Contractors are required to provide the State of Alaska with their unique Dun and Bradstreet “data universal numbering system” DUNS number prior to award.

2. AVAILABILITY OF FUNDING: Contractor agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

3. BUY AMERICAN REQUIREMENT: Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor or its subcontractors will 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. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

4. CONFLICTING REQUIREMENTS: Contractor agrees that, to the extent ARRA requirements conflict with State of Alaska requirements, the ARRA requirements shall control.

5. 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 those funds.

6. ENFORCEABILITY: Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State of Alaska may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State of Alaska under all applicable state and federal laws.

7. INSPECTION OF RECORDS: Contractor agrees that it shall permit the State of Alaska, 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: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

8. PROHIBITION ON USE OF ARRA FUNDS: Contractor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

9. REPORTING REQUIREMENTS:

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, Contractor agrees to provide the State of Alaska with the following information in a timely manner as provided in the contract:

- a. The total amount of ARRA funds received by Contractor during the Reporting Period;
- b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts equal to or greater than \$25,000:
 - i. The name of the entity receiving the subcontract;
 - ii. The amount of the subcontract;

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- iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or
 - v. Catalog of Federal Domestic Assistance (CFDA) number;
 - vi. Program source;
 - vii. An award title descriptive of the purpose of each funding action;
 - viii. The location of the entity receiving the subcontract;
 - ix. The primary location of the subcontract, including the city, state, congressional district and country; and
 - x. A unique identifier of the entity receiving the sub-contract and the parent entity of Contractor, should the entity be owned by another.
 - xi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.
- f. Any other information reasonably requested by the State of Alaska or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to the contract(s).

10. SEGREGATION OF FUNDS: Contractor agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be co-mingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

11. SUBRECEIPT REQUIREMENTS: Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

12. WAGE REQUIREMENTS

Contractor agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the 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 United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Alaska are located at: <http://www.labor.state.ak.us/lss/pamp600.htm>

13. WHISTLEBLOWER PROTECTION

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractor of ARRA funds, including the State of Alaska, and all contractors of the State of Alaska, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

14. JOB POSTING

Contractors are strongly encouraged to post all recruitments for ARRA jobs on Alaska's Job Bank (ALEXsys) at (<http://www.jobs.alaska.gov/>). The Department of Labor and Workforce Development received ARRA funds to assist employers to find qualified applicants.

PLEASE NOTE THAT COMPLIANCE WITH APPLICABLE SECTIONS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) WILL BE STRICTLY ENFORCED BY THE STATE AND FEDERAL GOVERNMENT. THEREFORE, ALL CONTRACTORS AND SUBCONTRACTORS SHOULD BECOME FAMILIAR WITH THE SPECIFIC TERMS AND REPORTING REQUIREMENTS OF ARRA AS MAY BE APPLICABLE TO ARRA FUNDS RELATED TO THIS CONTRACT.