

**ATTACHMENT E**  
**AGREEMENT ADDENDUM**  
**Implementation of the American Recovery and Reinvestment Act of 2009**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (“ARRA”) was enacted to preserve and create jobs and promote economic recovery.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

**Definitions**

- A. “ARRA funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.
- B. “Contractor” is defined as any person, including, but not limited to, a bidder, offeror, grantee, or sub-grantee, who has furnished or seeks to furnish goods, supplies, or services, or with a person under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission. The term contractor may include any agency, political subdivision, instrumentality, or public authority of the State of Georgia.

**ARRA Terms & Conditions**

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal agency or Georgia Forestry Commission regarding requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Georgia Forestry Commission of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.
2. **Reporting Requirements** – To meet the reporting requirements of ARRA 1512 and ensure transparency and accountability in the use of funds provided through ARRA. Activities carried out and results achieved with ARRA funds will be tracked carefully, reported clearly and quantifiably.

**Contractors will be responsible for submitting financial and management progress reports along with invoice.**

Georgia Forestry Commission will be responsible for submitting multiple reports to [federalreporting.gov](http://federalreporting.gov) on the ARRA funds. Please be advised that grantees in receipt of these funds must submit reports on projects to meet U.S. Office of Planning and Budget (OMB) requirements. These reports will include:

- Name of the project or activity, contract number
- Description of the project or activity
- Jobs created or retained by the project or activity (number hours worked during monthly period)
- Special Status Report
- Financial Reporting
- Total amount of ARRA funds received
- The amount of ARRA funds received that were expended or obligated to projects or activities.
- A detailed list of all projects or activities for which ARRA funds were expended or obligated
- ARRA Performance Progress Report - evaluation of the completion status of the project or activity
- Closeout Reports

Contractor may be required to submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Georgia Forestry Commission.

3. Registrations and Identification Information

**Contracts over \$25,000 will require registration with Brad and Dunstreet to secure a DUNS number before execution of contract.**

- (a) Contractor must maintain current registrations in the Center Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.
  - (b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.
4. Flow Down Requirement. Contractor must include these ARRA Terms and Conditions in any sub-contract, sub-grants, and cooperative agreements.
5. Prohibition on Use of Funds. ARRA Section 1604 states no ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.
6. Wage Rate Requirements. ARRA Section 1606 requires that all laborers 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 similar projects per the Davis-Bacon Act which can be found at <http://www.gpo.gov/davisbacon/>
7. Whistleblower Provision.
- (a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee 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) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.
  - (c) Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See [www.recovery.gov](http://www.recovery.gov).

8. False Claims Act. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted 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.
9. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater.
10. No Contracts with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:
  - (a) contracting with the Federal Government or the State of Georgia; or
  - (b) participating in any Federal or State of Georgia assistance programs.
11. Prohibition on Lobbying.
  - (a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, or an employee of an Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the entering into of any cooperative Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative Agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, or cooperative agreement, the contractor/grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
12. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following on the basis of:
  - (a) Race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
  - (b) Race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.
  - (c) Sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
  - (d) Age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
  - (e) Handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.
  - (f) Drug abuse, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-225) as amended.

- (g) Alcohol abuse or alcoholism, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended.
  - (h) Confidentiality of alcohol and drug abuse patient records, Section 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., Section 290 dd-3 and 290 ee3).
  - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made
13. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.
14. Access to Records - ARRA Section 902. Contractor agrees that with respect to each agreement using, in whole or in part, ARRA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.
15. Access to Information – ARRA Section 1515(a). This section provides authority for the Inspector General or authorized representative during the term of this contract plus an additional three (3) years thereafter to examine any records or interview any employee or officers working on this contract. The contractor is advised representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the inspector general. This contract and any records or expenditures related thereto may be subject to disclosure under Freedom of Information Act, 5 U.S.C. §552.
16. Right to Inspect. The Office of the State Inspector General shall have access to all records, information, data, reports, plans, projects, matters, contracts, memoranda, correspondence, and any other materials of Georgia Forestry Commission and shall be deemed to be an authorized representative and agent of Georgia Forestry Commission for purposes of determining whether fraud, waste, corruption and abuse have occurred. Contractor agrees to make available, at all reasonable times during the term of this contract plus an additional three (3) years thereafter, any and all records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence and other materials relating to this contract, for inspection by the Office of the State Inspector General.
17. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A **non-exclusive** list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland "Anti-Kickback Act", 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.