

<i>GSFIC Guidelines to Contracting for ARRA Funded Agreements</i>	
<i>Description</i>	<i>Comments/Info</i>
State of Georgia Requirements	O.C.G.A. = Official Code of Georgia Annotated
The Drug-Free Workplace Act, O.C.G.A. § 50-24-1, <i>et seq.</i>	
Standards and Requirements for Construction, Alterations, etc., O.C.G.A. § 8-2-1 <i>et seq.</i>	
Control of Soil Erosion and Sedimentation, O.C.G.A. § 12-7.1, <i>et seq.</i>	§1-1-2. Legislative intent
Regulation of Fire and other Hazards, O.C.G.A. § 25-2-1 <i>et seq.</i>	
Regulation of Blasting Operations, O.C.G.A. § 25-2-1 <i>et seq.</i> and 25-9-1 <i>et seq.</i>	
Providing safe workplace, O.C.G.A. §§ 34-2-10 and 34-7-20	
Georgia Facility Protection Act, O.C.G.A. § 25-9-1 <i>et seq.</i> (<i>Underground Gas Pipe Law</i>)	
High Voltage Safety Act, O.C.G.A. § 46-3-30 <i>et seq.</i>	
Access and Use by Physically Handicapped Persons, O.C.G.A. § 30-3-1 <i>et seq.</i>	
Trading with the State or State Officials, O.C.G.A. §§ 45-10-20 to 45-10-71.	
Title VII of the Civil Rights Act, 42 U.S.C. § 2000a through 2000h-6	
Age Discrimination in Employment Act, 29 U.S.C. § 621 <i>et seq.</i> ; 42 U.S.C. § 6101 <i>et seq.</i>	
Americans with Disabilities Act, 42 U.S.C. § 12101 <i>et seq.</i>	
Federal Occupational Safety and Health Act, 29 U. S. C. § 651 <i>et seq.</i>	
Federal Emergency Planning and Community Right-to-Know Act, 42 U. S. C. § 11001 <i>et seq.</i>	
Georgia Open Records Act, O.C.G.A. §50-18-70 <i>et seq.</i>	
Georgia Blasting Standards Act, O.C.G.A. § 25-8-1 <i>et seq.</i> and Blasting, Excavating Nearby Underground Gas Pipes and Utilities, 25-9-1 <i>et seq.</i>	
Scaffolding and Staging Statute, O.C.G.A. §34-1-1 <i>et seq.</i>	
Department of Labor Rules and Regulations, O.C.G.A. § 34-2-6 <i>et seq.</i>	
Hazardous Chemical Protection and Right to Know Act, O.C.G.A. § 45-22-2 <i>et seq.</i> ,	
Retainage on Public Works Contracts, O.C.G.A. §13-10-80 <i>et seq.</i>	
Compliance with "federal work authorization programs" and federal Immigration Reform and Control Act of 1986 by Georgia Public Employers, contractors and subcontractors, O.C.G.A. §13-10-90 <i>et seq.</i>	
State of Georgia, Federal & ARRA Requirements	Comments/Info
American Recovery and Reinvestment Act of 2009.	Copy available on line at www.recovery.gov H. R. 1—2 – The Act (ARRA) (1) To preserve and create jobs and

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	<p>promote economic recovery. (2) To assist those most impacted by the recession. (3) To provide investments needed to increase economic efficiency by spurring technological advances in science and health. (4) To invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits. (5) To stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.</p> <p>(b) GENERAL PRINCIPLES CONCERNING USE OF FUNDS.—The President and the heads of Federal departments and agencies shall manage and expend the funds made available in this Act so as to achieve the purposes specified in subsection (a), including commencing expenditures and activities as quickly as possible consistent with prudent management.</p>
Federal Funding Accountability and Transparency Act of 2006	<p>Copy available on line at www.recovery.gov</p> <p>Federal Funding Accountability and Transparency Act of 2006 S. 2590) is an Act of Congress that</p>

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	requires the full disclosure to the public of all entities or organizations receiving federal funds beginning in fiscal year (FY) 2007. The website www.USAspending.gov opened in December 2007 as a result of the act, and is maintained by the Office of Management and Budget.
<p>Davis-Bacon Wage Act</p> <p>(1) Contractor and all subcontractors shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics.</p> <p>(2) The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work.</p> <p>(3) There may be withheld from the Contractor so much of accrued payments as may be considered necessary by the Owner to pay to laborers and mechanics employed by the Contractor or any subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractors, or their agents.</p> <p>(4) In the event it is found by the Owner that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Owner may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned the Owner thereby.</p>	<p>Davis-Bacon Wage Act</p> <p>Requires that all employers provide their employees proper wages based on prevailing wages for the area and type of work being performed.</p> <p>Compliance may consist of actual field audits and personal inquiries by government representatives. Failure to comply or negative findings may result in fines or requests for suspension of activities.</p>
<p>Building Codes. The following Building Codes, as approved by the Georgia Department of Community Affairs, shall be used. (See O.C.G.A. §8-2-20.) The Design Professional will designate any additional codes or special modifications in the Supplementary General Requirements.</p>	Website:
International Building Code with Georgia Amendments	http://dca.state.ga.us/development/consructioncodes/programs/codes2.asp

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International Fire Code, with Georgia Amendments	Links to all applicable codes are found on the above website.
International Plumbing Code, with Georgia Amendments	
International Mechanical Code, with Georgia Amendments	
International Fuel Gas Code, with Georgia Amendments	
National Electrical Code, with Georgia Amendments	
International Energy Conservation Code, with Georgia Supplements and Amendments	
Federal Requirements	
Registrations and Identification Information	
<p>Central Contractor Registration Contractor must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with ARRA funds.</p>	<p>Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions.</p>
<p>Dun & Bradstreet A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration. If applicable, the Contractor agrees to separately identify to each subcontractor 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.</p>	<p>Trusted source of critical insight – D&B has been an information provider for 167 years, D&B has helped federal, state and local agencies transform disparate sources of business data into actionable information, intelligence and insight for over 30 years.</p> <p>Federal government expertise – D&B provides risk mitigation, fraud prevention; spend transparency, threat assessment to financial oversight and regulatory compliance.</p> <p>State and local government expertise - Economic development, vendor verification, tax discovery, workers compensation to business registration.</p>

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<p>Reporting Requirements</p> <p>No later than five (5) days after the end of each calendar quarter, or more frequently as directed by the Commission, the Contractor shall submit a report to the Commission that contains:</p> <p>(1) The total amount of recovery funds received;</p> <p>(2) The amount of recovery funds received that were obligated and expended to projects or activities. If required by the Commission, Contractor shall submit backup documentation for expenditures of ARRA funds, including such items as timecards, payroll, and invoices.</p> <p>(3) Detailed information on any subcontracts awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.</p> <p>(4) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.</p> <p>(5) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.</p> <p>(6) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—</p> <p>(a) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and</p>	<p>D&B offers business information and data integration strategies.</p> <p>Re: (1) Reporting: Reporting is a critical aspect of the ARRA. Based on the Federal Government's policy of maximum accountability and transparency, recipients and sub recipients are required to comply with stipulated reporting requirements conditioned on the granting agency's requirements.</p> <p>Re: (3) The <i>Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282</i> ___ is found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=109_cong_public_laws&docid=f:publ282.109.pdf</p> <p>The act requires full disclosure of all entities and organizations receiving Federal funds. The act was <i>enacted by the Senate and House of Representatives of the United States of America in Congress assembled</i>, This Act may be cited as the "Federal Funding Accountability and Transparency Act of 2006".</p> <p>Re: (6) (a) The Federal Acquisition Regulations (FAR) can be found at</p>

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<p>(b) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.</p> <p>(7) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—</p> <p>(a) In the Contractor's preceding fiscal year, the Contractor received—</p> <p style="padding-left: 20px;">(1) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and</p> <p style="padding-left: 20px;">(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and</p> <p>(b) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.</p> <p>(8) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.</p> <p>(9) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (A), (I), (J), and (K) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:</p> <p>(a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.</p> <p>(b) Name of the subcontractor.</p> <p>(c) Amount of the subcontract award.</p> <p>(d) Date of the subcontract award.</p> <p>(e) The applicable North American Industry Classification System (NAICS) code.</p> <p>(f) Funding agency.</p>	<p>http://www.arnet.gov/far/. These regulations govern all procurement transactions of the Federal government. The ARRA supports their use and encourages compliance in both the spirit and practice of the FAR's.</p>

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<p>(g) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.</p> <p>(h) Subcontract number (the contract number assigned by the prime contractor).</p> <p>(i) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.</p> <p>(j) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.</p> <p>(k) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—</p> <p style="padding-left: 20px;">(1) In the subcontractor's preceding fiscal year, the subcontractor received—</p> <p style="padding-left: 40px;">(a) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and</p> <p style="padding-left: 40px;">(b) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and</p> <p style="padding-left: 20px;">(2i) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.</p> <p style="text-align: center;">[END]</p>	
<p>Definitions</p> <p>(1) "Contract," as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.</p> <p>(2) "First-tier subcontract" means a subcontract awarded directly by a prime contractor whose contract is funded by the Recovery Act.</p> <p>(3) "Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act - ARRA). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The</p>	<p>(1) FAR refers to the Federal Acquisition Regulations (http://www.arnet.gov/far/)</p> <p>(2), (3) See the ARRA at www.recovery.gov .</p> <p>(5) CFR – Code of Federal Regulations can be accessed at http://www.gpoaccess.gov/CFR/ . The CFR The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the</p>

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<p>number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.</p> <p>(4) “Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.</p> <p>(5) “Total compensation” means the cash and non-cash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):</p> <ul style="list-style-type: none"> (a) Salary and bonus. (b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments. (c) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. (e) Above-market earnings on deferred compensation which is not tax-qualified. <p>(6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.</p>	<p>Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis</p>

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<p>General Stipulations</p> <p>Agreements used by the GSFIC addressing ARRA requirements incorporate one or more of the clauses listed below by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at one of these website addresses: http://farsite.hill.af.mil/ or http://www.acquisition.gov/FAR/</p> <p>FAR 52.226-3 Convict Labor (June 2003) Convict Labor (June 2003)</p> <p>(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.</p> <p>(b) The Contractor is not prohibited from employing persons-</p> <p>(1) On parole or probation to work at paid employment during the term of their sentence;</p> <p>(2) Who have been pardoned or who have served their terms; or</p> <p>(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-</p> <p>(i) The worker is paid or is in an approved work training program on a voluntary basis;</p> <p>(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;</p> <p>(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;</p> <p>(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and</p> <p>(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.</p> <p>FAR 52.226-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation. (Jul 2005)</p> <p>(a) <i>Overtime requirements.</i> No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.</p> <p>(b) <i>Violation; liability for unpaid wages; liquidated damages.</i> The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for</p>	<p>(1) Federal Acquisition Regulation (FAR) familiarity is critical.</p> <p>(2) The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.</p> <p>COMPLIANCE ASSISTANCE MATERIALS BASIC INFO</p> <p>Employment Law Guide - "Kickbacks" in Federally Funded Construction (Copeland Act) - Describes the basic provisions of the Copeland "Anti-Kickback" Act.</p> <p>Copeland "Anti-Kickback" Act Compliance Assistance Web Page</p> <p>Copeland Act – See http://www.acqnet.gov/far/05-29/html/Subpart%2022_4.html</p>

Comment [NJ1]: Numbering scheme in this section doesn't match the numbering in the corresponding Description. The two columns need to be tied together somehow.

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<p>liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.</p> <p>(c) <i>Withholding for unpaid wages and liquidated damages.</i> The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.</p> <p>(d) Payrolls and basic records.</p> <p>(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a) (3) implementing the Davis-Bacon Act.</p> <p>(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.</p> <p>(e) <i>Subcontracts.</i> The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.</p> <p>FAR 52.226-5 Davis-Bacon Act (Jul 2005) Davis-Bacon Act—Secondary Site of the Work (July 2005)</p> <p>(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined</p>	

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<p>in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.</p> <p>(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.</p> <p>(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.</p> <p>(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work. (End of provision)</p> <p>52.222-6 Davis-Bacon Act. As prescribed in 22.407(a), insert the following clause: Davis-Bacon Act (July 2005)</p> <p>(a) Definition.—“Site of the work”—</p> <p>(1) Means—</p> <p style="padding-left: 20px;">(i) <i>The primary site of the work.</i> The physical place or places where the construction called for in the contract will remain when work on it is completed; and</p> <p style="padding-left: 20px;">(ii) <i>The secondary site of the work, if any.</i> Any other site where a significant portion of the building or work is constructed, provided that such site is—</p> <p style="padding-left: 40px;">(A) Located in the United States; and</p> <p style="padding-left: 40px;">(B) Established specifically for the performance of the contract or project;</p> <p>(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—</p> <p style="padding-left: 20px;">(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and</p> <p style="padding-left: 20px;">(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;</p> <p>(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project</p>	

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<p>site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.</p> <p>(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.</p> <p>(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.</p> <p>(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed.</p> <p>(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily</p>	

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<p>seen by the workers.</p> <p>(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:</p> <p style="padding-left: 40px;">(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.</p> <p style="padding-left: 40px;">(ii) The classification is utilized in the area by the construction industry.</p> <p style="padding-left: 40px;">(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.</p> <p>(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:</p> <p style="text-align: center;">Wage and Hour Division Employment Standards Administration U.S. Department of Labor Washington, DC 20210</p> <p>The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.</p> <p>(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The</p>	

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<p>Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.</p> <p>(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.</p> <p>(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.</p> <p>(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (End of clause)</p> <p>FAR 52.226-7 Withholding of Funds (Feb 1988) The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (End of clause)</p> <p>FAR 52.226-8 Payrolls and Basic Records (Feb 1988) (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits</p>	

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<p>or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.</p> <p>(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the—</p> <p style="text-align: center;">Superintendent of Documents U.S. Government Printing Office Washington, DC 20402</p> <p>The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.</p> <p>(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—</p> <p style="padding-left: 40px;">(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;</p> <p style="padding-left: 40px;">(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the</p>	

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<p>Regulations, 29 CFR Part 3; and</p> <p>(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.</p> <p>(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.</p> <p>(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.</p> <p>(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12. (End of clause)</p> <p>FAR 52.222-9 Apprentices and Trainees (Jul 2005)</p> <p>(a) Apprentices.</p> <p>(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—</p> <p>(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or</p> <p>(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.</p>	

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<p>(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.</p> <p>(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.</p> <p>(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.</p> <p>(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.</p> <p>(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.</p> <p>(b) Trainees.</p> <p>(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.</p> <p>(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress,</p>	

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<p>expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.</p> <p>(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.</p> <p>(c) <i>Equal employment opportunity.</i> The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30. (End of clause)</p> <p>FAR 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)</p> <p>The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.</p> <p>- Regulations regarding contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States.</p> <p>This part prescribes ``anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College</p>	

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<p>Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.</p> <p>FAR 52.222-11 Subcontracts (Labor Standards) (Jul 2005)</p> <p>(a) <i>Definition.</i> “Construction, alteration or repair,” as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—</p> <ol style="list-style-type: none"> (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site; (2) Painting and decorating; (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of work” definition; and (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the “site of the work” definition). <p>(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—</p> <ol style="list-style-type: none"> (1) Davis-Bacon Act; (2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract); (3) Apprentices and Trainees; 	

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<p>(4) Payrolls and Basic Records; (5) Compliance with Copeland Act Requirements; (6) Withholding of Funds; (7) Subcontracts (Labor Standards); (8) Contract Termination—Debarment; (9) Disputes Concerning Labor Standards; (10) Compliance with Davis-Bacon and Related Act Regulations; and (11) Certification of Eligibility.</p> <p>(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).</p> <p>(d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.</p> <p>(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.</p> <p>(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States. (End of clause)</p> <p style="text-align: center;">[END]</p>	
<p>FAR 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009)</p> <p>(1) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).</p> <p>(2) The Contractor shall include the substance of this clause including this paragraph (2) in all subcontracts.</p>	
<p>Buy American – Use of American Iron, Steel, and Manufactured Goods – Section 1605 of the American Recovery and Reinvestment Act of 2009</p> <p>Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public</p>	<p>Unless granted and exception of falling within the allowable exclusions of the ARRA the intent is for all recipients to</p>

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<p>building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless the Agency waives the application of this provision (ARRA Sec. 1605).</p> <p>(a) <i>Definitions.</i> As used in this award term and condition—</p> <p><i>Designated country —</i></p> <p>(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;</p> <p>(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or</p> <p>(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.</p> <p><i>Designated country iron, steel, and/or manufactured goods —</i></p> <p>(1) Is wholly the growth, product, or manufacture of a designated country; or</p> <p>(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.</p> <p><i>Domestic iron, steel, and/or manufactured good —</i></p> <p>(1) Is wholly the growth, product, or manufacture of the United States; or</p> <p>(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.</p>	<p>purchase iron, steel and manufactured goods from American firms.</p> <p>2 CFR 176.110(a) – Section not found in search of CFR.</p>

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<p><i>Foreign iron, steel, and/or manufactured good-</i> means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.</p> <p><i>Manufactured good –</i> means a good brought to the construction site for incorporation into the building or work that has been— (1) Processed into a specific form and shape; or (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.</p> <p><i>Public building and public work –</i> means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.</p> <p><i>Steel -</i> means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.</p> <p>(b) <i>Iron, steel, and manufactured goods.</i></p> <p>(1) The award term and condition described in this section implements—</p> <p>(d) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and</p> <p>(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel</p>	

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<p>or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services.</p> <p><u>This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.</u></p> <p>(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.</p> <p>(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:</p> <p>None</p> <p>(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—</p> <p style="padding-left: 40px;">(d) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;</p> <p style="padding-left: 40px;">(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or</p> <p style="padding-left: 40px;">(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.</p> <p>© (1) <i>Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.</i></p> <p style="padding-left: 40px;">(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—</p> <p style="padding-left: 80px;">(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;</p> <p style="padding-left: 80px;">(B) Unit of measure;</p> <p style="padding-left: 80px;">(C) Quantity;</p> <p style="padding-left: 80px;">(D) Cost;</p>	

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<p>(E) Time of delivery or availability; (F) Location of the project; (G) Name and address of the proposed supplier; and (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.</p> <p>(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.</p> <p>(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.</p> <p>(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.</p> <p>(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).</p> <p>(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.</p> <p>(d) <i>Data</i>. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall</p>	

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include the following information and any applicable supporting data based on the survey of suppliers:				
Foreign and Domestic Items Cost Comparison				
Description	Unit of measure	Quantity	Cost (dollars)*	
Item 1				
Foreign steel, iron, or manufactured good				
Domestic steel, iron, or manufactured good				
Item 2:				
Foreign steel, iron, or manufactured good				
Domestic steel, iron, or manufactured good				
<p><i>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [*Include all delivery costs to the construction site.]</i></p> <p style="text-align: center;">[END]</p>				
Wage Rate Requirements (ARRA)				Davis Bacon Wage Rates for the State of Georgia may be accessed at the following website: http://www.gpo.gov/davisbacon/ga.html Heavy Construction Wage Rates are to be used in the performance of projects awarded under this agreement
Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, 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 this award 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. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code (ARRA Sec. 1606).				

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Davis Bacon Wage Rates for the State of Georgia may be accessed at the following website: http://www.gpo.gov/davisbacon/ga.html Heavy Construction Wage Rates are to be used in the performance of projects awarded under this agreement.	
None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool (ARRA Sec. 1604).	
<p>Disclosure of Fraud or Misconduct</p> <p>Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the USDA Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, 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. To implement the FAR rule on Contractor Disclosures (effective December 12th, 2008), USDA has a web-based form (http://www.usda.gov/oig/contractorform.htm) that allows the Contractor or Recipient to notify, in writing, the USDA Office of the Inspector General, whenever the contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor or Recipient has committed a violation of the civil False Claims Act or a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations in connection with the award, performance, or closeout of a contract or any related subcontract. If you wish to provide information that does not fall within these guidelines, please visit the Office of Inspector General, USDA web site at www.usda.gov/oig and/or e-mail the USDA OIG hotline at usda_hotline@oig.usda.gov.</p>	<p>FAR rule on Contractor Disclosures</p> <p>This final rule amends the Federal Acquisition Regulation to require Government contractors to—</p> <ul style="list-style-type: none"> • Establish and maintain specific internal controls to detect and prevent improper conduct in connection with the award or performance of <i>any</i> Government contract or subcontract; and • Timely disclose to the agency Office of the Inspector General, with a copy to the contracting officer, whenever, in connection with the award, performance, or closeout of a Government contract performed by the contractor or a subcontract awarded thereunder, the contractor has credible evidence of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or a violation of the civil False

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	<p>Claims Act (31 U.S.C. 3729–3733).</p> <ul style="list-style-type: none"> • The rule also provides as cause for suspension or debarment, knowing failure by a principal, until 3 years after final payment on any Government contract awarded to the contractor, to timely disclose to the Government, in connection with the award, performance, or closeout of the contract or a subcontract thereunder, credible evidence of— <ul style="list-style-type: none"> A. Violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; B. Violation of the civil False Claims Act; or C. Significant overpayment(s) on the contract, other than overpayments resulting from contract financing payments as defined in FAR 32.001, Definitions.
<p>Drug-Free Workplace</p> <p>By signing the agreement, the Contractor is providing the certification asset forth below. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the Commission, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.</p> <p>Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);</p>	<p>Drug Free Workplace (DFW) declarations are binding and consistently applied and enforced.</p>

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<p>Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;</p> <p>Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;</p> <p>Employee means the employee of a contractor directly engaged in the performance of work under a contract, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the contract and who are on the contractor's payroll. This definition does not include workers not on the payroll of the contractor (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the contractor's payroll; or employee of subcontractors in covered workplaces).</p> <p>Certification:</p> <p>(1) The contractor certifies that it will or will continue to provide a drug-free workplace by:</p> <p>(A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;</p> <p>(B) Establishing an ongoing drug-free awareness program to inform employees about-</p> <ul style="list-style-type: none"> (i) The danger of drug abuse in the workplace; (ii) The grantee's policy of maintaining a drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; <p>(C) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (A);</p> <p>(D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will --</p>	

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<p>(i) Abide by the terms of the statement; and (ii) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction; (E) Notifying the Commission in writing, within ten calendar days after receiving notice under paragraph (D) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (F) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(ii), with respect to any employee who is so convicted-</p> <p style="padding-left: 40px;">(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F). (H) Agencies shall keep the original of all disclosure reports in the official files of the agency.</p> <p>(2) The contractor may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.</p> <p style="padding-left: 40px;">(i) The danger of drug abuse in the workplace; (ii) The grantee's policy of maintaining a drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;</p> <p>(A) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (A); (B) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will--</p> <p style="padding-left: 40px;">(i) Abide by the terms of the statement; and (ii) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;</p>	

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<p>(C) Notifying the Commission in writing, within ten calendar days after receiving notice under paragraph (D) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;</p> <p>(D) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(ii), with respect to any employee who is so convicted-</p> <p style="padding-left: 20px;">(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or</p> <p style="padding-left: 20px;">(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;</p> <p>(E) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).</p> <p>(F) Agencies shall keep the original of all disclosure reports in the official files of the agency.</p> <p>(2) The contractor may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.</p> <p style="text-align: center;">[END]</p>	
<p>Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions, (7 CFR 3017)</p> <p>(1) The contractor certifies to the best of its knowledge and belief, that it and its principals:</p> <p>(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;</p> <p>(B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local)</p>	<p>The CFR (Code of Federal Regulations) can be accessed at http://www.gpoaccess.gov/cfr/retrieve.html.</p> <p>This provision gives us the right to forego contracting with any debarred contractor.</p>

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<p>with commission of any of the offenses enumerated in paragraph (A) (ii) of this certification; and (D) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.</p> <p>(2) Where the primary contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to his solicitation response.</p>	
<p>Examination of Records The contractor agrees to give to the Commission or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract. The contractor also agrees to retain all records related to this contract for a period of three years after completion of the terms of this contract.</p>	
<p>Environmental Requirements. The Contractor shall comply with all applicable federal, state, and local environmental and historic preservation requirements and shall provide any information requested by the Commission to ensure compliance with applicable laws.</p>	
<p>Certification Regarding Lobbying (7 CFR 3018) (Applicable if contract exceeds \$100,000) The contractor certifies to the best of their knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.</p>	<p>The CFR (Code of Federal Regulations) can be accessed at http://www.gpoaccess.gov/cfr/retrieve.html.</p> <p>This provision applies to all lobbyists associated with the procurement of contracts by providing specific guidelines as to proper and ethical activities.</p>
<p>Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c) and is listed by EPA, or is not otherwise exempt.)</p>	<p>This provision establishes law regarding a corporations need to comply with EPA standards regarding water and air quality. Bidders are asked to disclose past</p>

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<p>The contractor certifies as follows:</p> <p>(1) Any facility to be utilized in the performance of this proposed agreement <input type="checkbox"/> is <input type="checkbox"/> is not <input type="checkbox"/> listed on the Environmental Protection Agency List of Violating Facilities.</p> <p>(2) To promptly notify the Commission prior to the signing of this contract by the Commission, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.</p> <p>(3) To include substantially this certification, including this subparagraph (3), in every nonexempt subagreement.</p> <p>Clean Air and Water Clause (Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act (33 U.S.C. (1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)</p>	<p>violations.</p> <p>Bidders are asked to maintain standards and pass the standards to their subcontractors.</p>
<p>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:</p> <p>(1) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.</p> <p>(2) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.</p>	<p>Self-explanatory.</p>
<p>Flow Down Requirement Contractor must include all the ARRA Terms and Conditions listed in this guideline in any subcontract issued as a direct result of the contractor's agreement</p>	<p>Self-explanatory.</p>