

ARRA Policies and Procedures Manual **Public Works**

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Account Management Guidelines for WBSE Funds (C.10.XXXXX – C.40.XXXXX)

Account Establishment

Is a new account required or can funding be added to an existing account? (*Consult Physical Facilities Fiscal Affairs (PFFA), Construction Accounting, if unsure*)

The Work Breakdown Structure (WBS) Element replaces the department and project portion of the previous 930 construction account number. The Project Definition and WBS Element numbering structure for construction projects is as follows: C.XX.XXXXX

WBS Elements are the key financial components of a construction project. They are cost collectors or "cost objects" within the Controlling (CO) module used for internal reporting.

Example:

C.10.00001

A B C

A - Type of project (C=Construction Project). Currently, only one type of project will be created in the PS module.

B - Business Area. Business Area represents each campus. (10=Calumet, 20=Fort Wayne, 30=North Central and 40=West Lafayette)

C - Unique project number

- RPS – Request for Professional Services. Requesting department to submit a Request for Professional Services (RPS) Form to the Office of the University Architect. Obtain [Request for Professional Services Form](#) from Physical Facilities Web site. Complete all fields, indicate funding source, and obtain all required authorization signatures. Send to the Office of the University Architect for review and assignment.
- After the Office of the University Architect (OUA), in conjunction with the Senior Director of Project Management and Construction (PM&C), has assigned the work load to the appropriate Project Manager and verified the scope required from the requesting department, PFFA Construction Accounting will verify approvals and authorization for funding and create the WBS Element. In certain cases, a Project Funding Authorization (PFA) has been issued, signed by the department, and is the source of creating the WBS Element.
- Central Master Data Team –
 - Set up new Fund (8201XXXX or 8209XXXX {Stimulus Funded Projects}) in Funds Management (depending on the size and funding sources for the project, additional Funds {8202XXXX, 8203XXXX, and 8204XXXX} may be required).
 - Set up a Funded Program. Update FM Deriver table with WBS Element and Fund information; this step ensures that the Fund is automatically derived from the WBS Element.

- PFFA Construction Accounting – Verify set up of Fund/Funded Program and record Fund in WBS Element in PS module. Review and post the budget document. Create appropriate work orders to track time.
- Plant Funds Accountant - Transfer funding to the construction Fund(s) related to the WBS Element.

Account Maintenance, Transaction, and Document Management

Every effort should be made to charge the appropriate account in order to minimize the processing of correcting documents.

A. Maintain Appropriate Balances

It is the responsibility of the Project Manager, in conjunction with PFFA Construction Accounting, to ensure overdrafts are managed appropriately.

It is the responsibility of PFFA Construction Accounting to monitor incoming requests and assure that appropriate approvals and authorizations have been acquired. Oversight of budget verses actual charges on individual WBS Elements is the responsibility of the Project Manager in conjunction with PFFA Construction Accounting.

PFFA Construction Accounting will continually monitor the cash balance of funds for WBS Elements. General oversight and the transfer of funds for a WBS Element is the responsibility of the Plant Funds Accountant.

Questions regarding transfers from client accounts to Fund(s) for a WBS Element should be directed to the Plant Funds Accountant or PFFA Construction Accounting. Questions regarding budget and charges should be directed to the Project Manager or PFFA Construction Accounting.

The following tools provide assistance in account management:

AIMS – PS Project List is a report showing Budget less any Expenses, Commitments, Reservations (construction projects do not use this column), and Pending Change Orders (a nightly upload of Pending Change Orders in the Construction Project Tracking Database) on a WBSE (C.XX.XXXXX). There is a minimum delay of one day for the report compared to SAP.

GR55/Z400 – LTD Budget vs Actual is a report ran by Fund (8201XXXX or 8209XXXX) that is derived for the WBS Element. The report shows Budget less any Expenses, Commitments, and Reservations (construction projects do not use this column). This is a live version and reflects changes as they occur.

GR55/ZLTD – Life to Date Trial Balance is a report ran by Fund (8201XXXX or 8209XXXX) that is derived for the WBS Element or additional Funds (8202XXXX, 8203XXXX, or

8204XXXX) due to the value or funding type of the project. This report is used to check the balance of cash.

CJI3 – Project Actual Cost Line Items is a report of expenses for a specified Posting Date range on a WBS Element.

CJI5 – Project Commitment Line Items is a report of commitments for a specified Debit Date range on a WBS Element.

IW39 – Display PM Orders is a report of work orders settling against the WBS Element, by entering the WBS Element as the settlement receiver.

ME2J – Purchase Orders for Project shows all POs on a WBS Element with status of Invoice Receipt and Goods Receipt.

FMEDDW – Drilldown for Budget Entry Documents shows all budget documents posted on an account; ran using Funded Program (CXXXXXXXX).

B. Getting Started

Project Managers need to have the following roles for project budget oversight:

- Plant Maintenance Display (PM800_000_PM_DISPLAY)
- SRM Common (SM235_000_COMMON)
- SRM Reporting (SM800_000_REPORTING)
- AIMS PS Project List

Business Managers, Account Assistants, and Account Clerks need to have the following roles for project budget review:

- Project Systems Reporting (PS900_000_PS_REPORTING)
- AIMS PS Project List

C. Procurement and Account Management

Procurement activity on WBS Elements is initiated by Project Managers to a Clerk in the Office of the University Architect. Clerks will procure items through a purchase order, credit card, and University Stores. Purchases are charged directly to the WBS Element.

Services for outside companies, such as Architectural Design, are initiated by Project Managers and executed via contract through the University Contracting Group. A Funds Commitment is set up on the WBS Element for the total contract value. Changes to the contract value are executed through an Amendment with the University Contracting Group and the Funds Commitment is adjusted to reflect the new amount. Payment for services is achieved through an Invoice Voucher, signed by the Project Manager, Senior Project Manager, and PFFA Construction Accounting. The payment is posted against the WBS Element and Funds Commitment.

Construction through an outside general contractor is procured through a bidding process. A contract is executed through Construction and a Funds Commitment is set up on the WBS Element

for the total awarded value. Changes to the contract are completed and approved through a Change Order through Construction. The Funds Commitment is adjusted to reflect the new value and Budget is transferred between the General Contract and Project Contingency. Payment for services is achieved through a Construction Invoice Voucher, prepared and signed by the General Contractor, and mailed to Construction. Invoices are reviewed and signed by the project's Construction Inspectors, Contract Manager, Construction Superintendent, and PFFA Construction Accounting.

In House Design projects that are set up to be Fixed Cost through Facilities Services Work are set up on a Construction Work Order (WO) in the Plant Maintenance Module. The WO is set up against the WBS Element and settlement for charges post monthly against a settlement G/L (890002).

D. Review of Allowability of Costs

A thorough review of all charges should occur to assure costs are allowable and charged appropriately. The Project Manager is responsible for the review of the allowability of costs.

Project account charges should be part of the scope of the project and within the budget. A review should be made to ensure that appropriate project approvals and authorizations have been acquired before procuring items.

E. Maintain Allowability Supporting Documentation

It is the responsibility of PFFA Construction Accounting to maintain appropriate documentation related to project approvals and authorizations.

F. Verify Appropriate Signature Approval

PFFA Construction Accounting verifies that appropriate signatures for funding have been acquired on the RPS and PFA documents before creating a WBS Element.

PFFA Construction Accounting verifies appropriate approvals and signatures have been acquired for the project to proceed; i.e. Executive Vice President and Treasurer or Board of Trustees.

PFFA Construction Accounting verifies the presence of a Project Manager and Senior Project Manager's signature on Invoice Vouchers, before providing comptroller approval.

Construction verifies the Construction Invoice Voucher (CIV) has been signed by the General Contractor, Construction Inspectors, and Construction Manager before sending to PFFA Construction Accounting. PFFA Construction Accounting verifies the presence of the Construction Superintendent signature before providing comptroller approval.

G. Records Retention

PFFA Construction Accounting maintains a project file including original RPS and PFA documents, copies of contracts executed through the University Contracting Group, approved budgets, project records, budget changes, journal vouchers, reconciliations, and correspondence related to financials

or funding. This file is maintained in Central Files upon project closing in accordance with University record retention requirements.

OUA Clerks maintain documentation for procurement of items through Purchase Orders or University Stores. They maintain copies of procurement through a Credit Card, with originals being held in PFFA Construction Accounting.

Construction maintains the original contract for construction in a project file. This file is archived electronically and maintained in central files upon project closing in accordance with University record retention requirements.

All of this occurs as well as participating in the OnePurdue archiving of records that will be taking place.

CLOSE OUT MANAGEMENT AND CASH MANAGEMENT

PFFA Construction Accounting completes a Project Record to reflect budget being set up on a WBS Element. The original record is sent to the Plant Funds Accountant, which reflects the source of funds the department identified on the RPS or PFA. The Plant Funds Accountant transfers funds from the funding source to the appropriate Fund(s).

It is the responsibility of the funding department's Business Manager to communicate any specific guidelines related to the funding source. Examples of this would be for funding managed through Sponsored Program Services with specific sponsor requirements. This information should be communicated on the RPS or PFA at the time the Business Manager authorizes the funding source.

The Plant Funds Accountant will transfer cash on a prorated, actual-expense basis at each calendar month end for all WBSE's that are both receiving Federal dollars and are administered in Sponsored Program Services. The proration will be based on the percentage of total project budget being provided by each source of dollars, as indicated on the Project Record. Once a project in construction has been completed the Project Manager completes a Request to Archive which initiates a close of the financials. PFFA Construction Accounting completes a reconciliation of the project WBS Element, verifying that all commitments have been relieved and that all WOs are closed in Plant Maintenance. Through **GR55/Z400** using the projects Fund (8201XXXX or 8209XXXX) PFFA Construction Accounting verifies there are no outstanding 4022999999 commitments or expenses related to WOs and works to close out any remaining issues. PFFA Construction Accounting verifies there are no outstanding GR/IR issues showing on the projects Fund (8201XXXX or 8209XXXX) through **GR55/ZLTD**. A budget document is posted to match budget with total expense and the closing is sent to the Plant Funds Accountant. The Plant Funds Accountant maintains the cash balance in all the Funds associated with a project and returns any funds remaining to the appropriate funding sources.

Buy American Provisions of ARRA Section 1605

QUESTIONS AND ANSWERS

ARRA Section 1605 sets forth the clear expectation that “all the iron, steel, and manufactured goods used in [an ARRA-funded] project will be “produced in the United States.” Section 1605 also sets forth specific circumstances under which a federal agency may determine to waive this Buy American requirement. However, it is important to emphasize that, as they are identified in OMB’s April 23 Guidance, waivers are “exceptions” to the Buy American expectations of Section 1605.

MANUFACTURED GOODS / SUBSTANTIAL TRANSFORMATION

1. How do we determine if a good is manufactured in the United States?

The following questions are intended to serve as a guide for recipients to use to determine whether a manufactured good to be incorporated into a project being built with ARRA funds was manufactured in America. ARRA places on recipients the obligation to establish whether a manufactured good was produced in the U.S. or Substantial transformation has occurred in the U.S. Questions 1, 2, or 3. If the answer to Question 1 is yes, then this is clearly manufactured in the U.S., and the inquiry is complete. If the answer is yes for any of 2a, 2b, 2c or 2d, then answer to Question 2 is yes. If the answer is yes for at least two of 3a, 3b, 3c, 3d, or 3e, then answer to Question 3 is yes. However, if a recipient cannot answer any of the following in the affirmative, the recipient should either find an alternative U.S.-made good if possible, or seek a waiver from the Buy American provisions, if applicable.

Questions for Determining Whether Substantial Transformation Has Occurred in the U.S.	
QUESTION	YES or NO
1. Were all of the components of the manufactured good manufactured in the United States, and were all of the components assembled into the final product in the U.S.? (If the answer is yes, then this is clearly manufactured in the U.S., and the inquiry is complete)	
2. Was there a change in character or use of the good or the components in America? (These questions are asked about the finished good as a whole, not about each individual component)	
a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?	
b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?	
c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?	
d. Was there a change in character or use of the good or the components in America? (These questions are asked about the finished good as a whole, not about each individual component)	

Questions for Determining Whether

Substantial Transformation Has Occurred in the U.S. - *continued*

QUESTION YES or NO

3. Was(/were) the process(es) performed in the U.S. (including but not limited to assembly) complex and meaningful?

- a. Did the process(es) take a substantial amount of time?
- b. Was(/were) the process(es) costly?
- c. Did the process(es) require particular high level skills?
- d. Did the process(es) require a number of different operations?
- e. Was substantial value added in the process(es)?

2. Where did these questions to determine whether substantial transformation occurred in the U.S. originate from?

2 CFR §176.140 defines “manufactured good” as “a good brought to the construction site for incorporation into the building or work that has been (i) processed into a specific form and shape; or (ii) combined with other raw material to create a material that has different properties than the properties of the individual raw materials.” The section provides important guidance, rooted in established lines of judicial and administrative interpretation, by defining a domestic manufactured good as “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.”

This definition incorporates the “substantial transformation test” which has been long applied in judicial and administrative customs cases on labeling, national origin, and other Federal statutory requirements as the appropriate and effective test to identify where a good was “manufactured”. While a variety of statutory and judicial criteria have been formulated to determine, always on a case-by-case basis, whether or not “substantial transformation” has occurred, the previous questions represent a distillation of the functional analyses common to the different versions of the “substantial transformation test.” If a recipient cannot answer yes to Question 1, 2, or 3, the recipient should either find an alternative U.S.-made good if possible, or seek a waiver from the Buy American provisions, if applicable.

In applying the “substantial transformation” test within the ARRA Buy American provision (Section 1605), the objective is to determine whether or not a product is U.S.- produced when the product is created by processes in more than one country and/or incorporates materials, parts, or components from more than one country. More particularly, the test is intended to identify that whether manufacturing or processing operations that took place in the U.S. amounted to “substantial transformation” which would enable the product to be properly considered as U.S.-manufactured.

In all cases, it is a question of degree; the transformation or change to imported materials brought about by manufacturing or other processing must be “substantial.”

3. Can you provide some examples of things that would not be able to answer yes to the questions to determine if substantial transformation has occurred in the U.S.?

One example would be cosmetic or surface changes, such as painting, cleaning, or lacquering, which do not significantly affect the physical dimensions or qualities or chemical composition of the product, are usually not considered sufficient to constitute a substantial transformation.

In addition, simply cutting a material to length or width is generally not considered a sufficient change in use. A material that is simply cut to length or width remains suitable for multiple uses. For example, cutting a steel pipe to a particular length would not be considered a substantial transformation; however, bending a steel pipe to a particular shape would be considered a substantial transformation.

4. What about a kit, would that be considered a U.S.-made good if it is assembled in the US?

If all the pieces are shipped by one company with the intent of providing all components necessary to be assembled into a functional good (e.g., pump station), then this would not be considered substantial transformation and therefore not a U.S.-made good.

Manufactured Goods definition applied to specific materials

Manufactured good 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.

1. Are engineered wood products, such as plywood, considered manufactured goods?

Plywood and other engineering wood products should be presumed to meet at least one if not both of the descriptions above. Thus, if incorporated into the public building or work, such engineered wood products would be subject to the Buy American requirements of 1605.

2. Is concrete considered a manufactured good?

No, concrete is not considered a manufactured good because all of the raw materials are brought to the construction site, where they are then mixed to create concrete. Therefore, concrete mixing is considered construction. The result is the same if the raw materials are continually mixed en route to and/or at the site.

3. Are sand and gravel considered manufactured goods?

No, sand and gravel are not considered manufactured goods.

Sand, gravel, and other similar construction materials may have been filtered, sorted, cleaned, etc., but this work does not process them “into a specific form and shape” as required under the OMB definition.

4. Is it the primary responsibility of the general contractor to document that purchases are U.S.-made goods?

The general contractor should keep all documentation of purchases to determine if they are U.S.-made goods. Additionally, the contractor may be required by the recipient to provide verification of the U.S. manufacture of any goods. However, it is the responsibility of the recipient to retain adequate documentation in their project files to demonstrate Buy American compliance.

Davis-Bacon Wage Rates and Miscellaneous

1. According to ARRA guidelines, we will ensure that the Davis-Bacon wage rates are used when paying contractors for labor where the contract value exceed \$2,000. Does this have any implications on our internal “shop” wage rates if we decide to do any of the small jobs (under \$50K) with our own shop labor?

No implication for our internal employees.

2. With regard to reporting jobs created/retained, do we need to request this information from material/equipment vendors or does this only apply when labor services are being requested?

Not required for material/equipment procurement.

ARRA Questions – Purdue University
Meeting with the Indiana Public Finance Director and the Assistant Director,
Education at the Indiana State Budget Agency.
3/24/2010

1. Is it allowable to use this funding to hire a temporary individual that would be responsible for coordinating all of the required functions related to the use of ARRA funds?
Keep purpose of funds in mind. To be used for repair and rehabilitation construction projects. Request did not include funding for a position with the list of projects/uses of funds.
2. Will the State require any additional reporting beyond the monthly claim submission? What should we expect to be the turnaround time in receiving reimbursement funds?
We determined it would be best to list each project independently with its expense status. Did not inquire about reimbursement “turnaround” time; will inquire if this seems to be a concern after first submission for claim.
3. It is our understanding that the State is identified as the “Prime Recipient” of the grant and Purdue is spending a portion of the funds allocated from the State. Has Purdue been delegated the responsibility to submit the quarterly reports directly to FederalReporting.gov as described in section 1512?
No. The State will submit the required information directly to FederalReporting.gov per section 1512 of the ARRA requirements.
4. If Purdue will be directly submitting the quarterly report to the FederalReporting.gov website, can it be cumulative data based on the single ARRA Grant to the State or does it need to be separated into multiple submissions according to how we break-out individual projects?
The Indiana Public Finance Director will provide the 5 question template to complete for each quarterly report. Physical Facilities Fiscal Affairs will coordinate the required data to complete this document and send back to the State. The State will use this information to directly upload the data to the Federal web site per section 1512.
Cumulative data is for this submission is appropriate. However, we can only report dollars expended if we have received the funds from the claim submission. It will be possible to report labor hours worked within the reporting period prior to being able to report the dollars expended.
5. We have a percentage based recharge method established in accordance with generally accepted costing guidelines as approved by our Costing Department in order to pay for resources required to manage projects. The core functions include: Project/Contract Management, Project Site Inspection, Project Engineering Support, and Project Safety Support. The percent charged is based on a tiered approach dependent on the total project budget. Is it acceptable to use a percentage-based recharge method to projects supported by ARRA funds?
The general sentiment with regard to this question, as well as #1, was that this may be a risk. It was stated that Purdue would be an “outlier” when compared to other institutions in Indiana if we chose to cover internal administrative costs with the ARRA funds distributed by the State. We will explore other options.

6. Under the U.S. Department of Commerce American Recovery and Reinvestment Act Award Terms, it is noted that all projects which are funded by the Recovery act shall display signage that features the “Primary Emblem” throughout the construction phase. Can you provide guidance on the signage that should be displayed?

This is not required as part of the State Stabilization Fund, however this may be a good practice for general communication. In accordance with ARRA transparency and challenging construction schedules during the school year, it would be appropriate to include signage.
7. We are starting with a list of projects that all meet the requirements specified in 1511. If we realize savings on these projects as we progress, what is the process to add new projects to be funded with this allocation (again, certified under 1511)?

We can revise the list, add new projects to be budgeted within the funding allocation, and send back to the Assistant Director of Education for the State Budget Agency to start the approval process.

We also discussed the process in the event that we would need to exceed a stated budget amount for a specific project on the list. We need to submit the revised list with the budget adjustment to the Assistant Director. This will need to be an Action item for the Budget Agency to approve the increase. We will not be able to claim those additional dollars (if we expend) until the change has been approved.

This may be a challenge since our preference was to be able to manage to the bottom line versus project by project.
8. According to ARRA guidelines, we will ensure that the Davis-Bacon wage rates are used when paying contractors for labor. Does this have any implications on our internal “shop” wage rates if we decide to do any of the small jobs (under \$50K) with our own shop labor?

No implication for our internal employees. We pay our normal wages.
9. Is it possible to submit a claim for a project that has already been completed? For example, if we complete a qualifying project 6 months from now and determine that we have remaining funds from the allocation, can we submit a claim to fund that project? This also assumes that all of the ARRA requirements have been followed and we are able to report the required information.

Yes. Be sure all requirements have been followed per ARRA guidelines. Also need to add it to the revised list as indicated in #7.
10. Is there any information indicating whether or not we will receive an allocation of ARRA funds for next year? This information would be helpful for planning purposes.

There is not yet an indication that funds will be withheld....
11. With regard to reporting jobs created/retained, do we need to request this information from material/equipment vendors or does this only apply when labor services are being requested?

Not required for material/equipment procurement.

Supplemental Information for Professional Services Including, Jobs Created/Retained

The following information is related to supplemental instructions requiring all Professional Service providers and Construction Contractors to provide information needed for the “Jobs Created/Retained” section of the ARRA 1512 reporting requirement.

The Recovery.gov website describes the Recipient Reporting Data Model, and the expectations and definitions for the tracking of job creation and job retention:

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas. “Jobs or positions created” means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. “Jobs or positions retained” means those previously existing filled positions that are retained as a result of Recovery Act funding. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding. “Jobs or positions retained” means those previously existing filled positions that are retained as a result of Recovery Act funding. 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 (ii) An estimate of the number of jobs created and jobs retained in the United States and outlying areas. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by the recipient, and if known, by subrecipients. 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 recipient. 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. (iii) A job cannot be reported as both created and retained cumulatively as all hours worked.

<http://www.recovery.gov/sites/default/files/FedRptgDataModel.doc>

Process:

This information will be collected using an established spreadsheet to be completed by each respective Professional Service provider and/or Construction Contractor. This spreadsheet will be submitted with each invoice so that the hours worked will tie to the dollars invoiced per the invoicing period. The hours worked will be converted to FTE when submitting the quarterly information per ARRA section 1512 to either Purdue Sponsored Program Services or to the State of Indiana. The State of Indiana will be directly uploading information to the Recovery.gov website for the State R&R ARRA related activities.

See the following language incorporated into the Request For Proposal (RFP) and the reporting worksheets:

REQUEST FOR PROPOSAL

For

PROJECT TITLE

West Lafayette Campus

PROJECT ID: **XX-XXXX**

ARRA AWARD #: S394A090015

PURDUE

U N I V E R S I T Y

Project Management & Construction

Freehafer Hall of Administration

401 South Grant Street

West Lafayette, IN 47907- 2024

MONTH DAY, YEAR

I. Introduction

Standard Request For Proposal language for items **I** through **XIII**.....

XIV. American Recovery and Reinvestment Act (ARRA) Projects

This project is issued under the American Recovery and Reinvestment Act and as such has reporting requirements:

- A. Consultant to complete the indicated Vendor fields on the **attached form** and submit with their proposal.
- B. Consultant to document hours worked on a cumulative basis on each invoice. Submit job title and job description for the hours worked.

Consultants working on ARRA projects should be familiar with ARRA requirements and provide services accordingly.

*American Recovery and Reinvestment Act
Report Form
Facilities Grants*

ARRA Award
Number: _____ Contract Number _____

Vendor Name: _____

Vendor
Address: _____

Vendor DUNS Number _____

OR

Vendor Headquarters Zip _____

Jobs Created/Retained (reported by Full Time
Equivalent): _____

Instructions: *The order resulting from this RFP/RFQ will be issued under the American Recovery and Reinvestment Act (ARRA). This report is required under the terms of the Act. The ARRA award number and the RFP/RFQ number appear on the RFP/RFQ. Report the number of jobs created or retained within your company as a result of this order/contract by supplying hours worked on a cumulative basis per reporting period. The hours will be converted to Full Time Equivalent. If the number of jobs you report is other than zero you are required to also submit the job title and job description for each such job reported. Please submit your report to:*

Purdue University
Physical Facilities Fiscal Affairs
Attn: Brian Conner
401 S Grant Street
West Lafayette, IN 47907

For questions regarding the report please contact Brian Conner at:
bpconner@purdue.edu 765-496-7829

Consultant Hours Worked

[Project Title]

[Consultant Name]

[Street Address]

PID: _____

[City, ST ZIP Code]

Inv. #	Date Range	[Job Title 1]	[Job Title 2]	[Job Title 3]	[Job Title 4]	[Job Title 5]	[Job Title 6]	[Job Title 7]	[Job Title 8]	[Job Title 9]	[Job Title 10]	[Job Title 11]
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
1	10/05/08-12/20/08	10.00	8.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00
2												
3												
4												
5												
6												
7												
8												
9												
10		140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00	140.00
Cumulative Hrs Worked		150.00	148.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
Cumulative FTE Equivalent		0.07	0.07	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14

Consultant Job Descriptions

[Project Title]

[Consultant Name]

[Street Address]

[City, ST ZIP Code]

Job Title	Job Description
[Job Title 1]	
[Job Title 2]	
[Job Title 3]	
[Job Title 4]	
[Job Title 5]	
[Job Title 6]	
[Job Title 7]	
[Job Title 8]	
[Job Title 9]	
[Job Title 10]	
[Job Title 11]	
[Job Title 12]	

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SIB.01 AMERICAN RECOVERY AND REINVESTMENT ACT (“ARRA”) OF 2009

This Project is being funded, in whole or in part, by funds received by The Trustees of Purdue University pursuant to the American Recovery and Reinvestment Act (“ARRA”) of 2009 which imposes certain obligations, requirements and restrictions in connection with the expenditure of such funds. By submitting a bid for the Project, Bidder acknowledges that a) it is aware of ARRA funding for the Project and b) it has thoroughly familiarized itself with the ARRA obligations, requirements and restrictions with which all successful Contractors must comply. Bidder further acknowledges that obligations, requirements and restrictions imposed by the ARRA may be modified or expanded during the course of the Project and that Bidder shall incur the risk of any costs associated with such change or modification.

Presently:

Section 1512 of the ARRA requires Purdue University to report on the use of ARRA funds. In order for Purdue University to fulfill this obligation the successful Contractor will be required to furnish periodic reports to Purdue University and to certify that it has done so. A description of the information required is available at www.FederalRecovery.gov.

Section 1605 of the ARRA requires that all iron, steel, and other manufactured goods used in the Project are produced in the United States except to the extent permitted or determined by the Federal Government. The successful Contractor may request that Purdue University seek a determination that section 1605 of the ARRA and/or the Buy American Act be inapplicable to the Project; however, Purdue University shall have no obligation to seek such determination or to pay additional compensation to the successful Contractor if such a determination is denied.

Section 1606 of the ARRA requires that 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 ARRA 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. See 29 CFR Parts 1, 3, 5 and 5.5.

Reporting of Fraud and Misconduct. The successful Contractor must promptly refer to the appropriate authority any credible evidence that a principal officer, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claim 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.

SUPPLEMENTARY ARRA GENERAL CONDITIONS OF THE CONTRACT – SGC-1

AMERICAN RECOVERY AND REINVESTMENT ACT (“ARRA”) OF 2009 – SUPPLEMENTARY GENERAL CONDITIONS

The following provisions modify the General Conditions of the Contract and supersede any conflicting or contradictory provisions set forth elsewhere in the Contract Documents.

55. ARRA “BUY AMERICAN” REQUIREMENT.

- 55.1 Section 1605 of the ARRA requires that all iron, steel, and other manufactured goods used in the Project are produced in the United States except to the extent permitted or determined by the Federal Government. The successful Contractor may request that Purdue University seek a determination that section 1605 of the ARRA and/or the Buy American Act be inapplicable to the Project; however, Purdue University shall have no obligation to seek such determination or to pay additional compensation to the successful Contractor if such a determination is denied.
- 55.2 Each application for payment shall be accompanied by an ARRA Compliance Affidavit, dated and signed by the Contractor, stating in pertinent part that:

The Contractor hereby acknowledges to and for the benefit of Purdue University (“Owner”) and the Indiana Finance Authority (the “Authority”) that it understands the work, goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 and such law contains provisions commonly known as “Buy American” (and as such is supplemented from time to time by federal rules and guidance) that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States (“Buy American Requirements”) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees, that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project as provided by the Contractor under this Agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements and (c) the Contractor will provide any further certification or assurance of compliance with this paragraph as may be requested by the Owner or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney’s fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

55.3 Contractor's failure to submit said Compliance Affidavit concurrently with its application for payment shall abate any obligation of Purdue University to take action on such application for payment until such Compliance Affidavit is furnished.

56. ARRA DISCLOSURE AND REPORTING OBLIGATIONS

56.1 Section 1512 of the ARRA requires Purdue University to report on the use of ARRA funds. In order for Purdue University to fulfill this obligation the successful Contractor will be required to furnish periodic reports to Purdue University and to certify that it has done so.

56.2 Each application for payment shall be accompanied by an ARRA Compliance Affidavit, dated and signed by the Contractor, stating in pertinent part that:

The Contractor hereby acknowledges to and for the benefit of Purdue University ("Owner") and the Indiana Finance Authority (the "Authority") that it understands the work, goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 and such law contains provisions requiring the disclosure and reporting of the expenditure of federal ARRA funds (and as such is supplemented from time to time by federal rules and guidance). The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees, that (a) the Contractor has reviewed and understands these requirements, (b) the data and information requested of Contractor for ARRA reporting and disclosure purposes is furnished herewith, and (c) Contractor will provide any further data, information, certification or assurance of compliance as may be requested by the Owner or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

56.3 Contractor's failure to submit said Compliance Affidavit concurrently with its application for payment shall abate any obligation of Purdue University to take action on such application for payment until such Compliance Affidavit is furnished.

57. ARRA WAGE REQUIREMENTS

57.1 Section 1606 of the ARRA requires that 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

ARRA 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. *See* 29 CFR Parts 1, 3, 5 and 5.5.

57.2 The contract clauses required 29 CFR Part 5.5 are hereby incorporated by reference into this Agreement. Presently, these clauses are as follows:

- a. The Agency head shall cause or require the contracting officer to insert in full any contract in excess of \$2,000, which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or part from federal funds or in accordance with guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards (or any modifications thereof to meet the particular needs of the agency, provided that such modifications are first approved by the Department of Labor):

1. Minimum Wages

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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 (a)(1)(iv) of this section; 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 weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). 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. The wage determination (including any additional classification

and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

- A. The contracting officer shall require that any class of laborers or mechanics, including helpers, 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 therefore only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2. The classification is utilized in the area by the construction industry; and
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.
- C. 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 for determination. The 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.
- D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, 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.

- iii. 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.
 - iv. 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.
2. Withholding: The Owner shall upon its 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the U. S. Department of Education may, after written notice to the contractor, sponsor, applicant, or owner, 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.
3. Payrolls and basic records:
- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 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 29 CFR 5.5(a)(1)(iv) 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.

ii.

- A. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the owner for transmission to the U.S. Department of Education, the sponsor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- B. 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 the following:
 1. That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 2. 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 Regulations, 29 CFR part 3;

3. 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.
 - C. 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 (a)(3)(ii)(B) of this section.
 - D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - iii. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the U. S. Department of Education or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. 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.
4. Apprentices and trainees:
- i. Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed 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, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. 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. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above,

shall be paid not less than the applicable wage rate on the 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. 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 journeymen hourly rate specified in the applicable wage determination. 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. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

- ii. Trainees: 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. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, 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 on 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 on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration 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.

- iii. Equal employment opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U. S. Department of Education may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of Eligibility:
 - i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- b. **Contract Work Hours and Safety Standards Act:** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
1. **Overtime requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 3. **Withholding for unpaid wages and liquidated damages:** The owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 4. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- c. In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records

during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U. S. Department of Education and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B).....	1215-0140
(a)(1)(ii)(C).....	1215-0140
(a)(1)(iv).....	1215-0140
(a)(3)(i).....	1215-0140, 1215-0017
(a)(3)(ii)(A).....	1215-0149
(c).....	1215-0140, 1215-0017

57.3 The wage scale applicable to this Project was obtained from Wage Determination Online Homepage and incorporated into this Agreement.

57.4 Each application for payment shall be accompanied by an ARRA Compliance Affidavit, dated and signed by the Contractor, stating in pertinent part that:

The Contractor hereby acknowledges to and for the benefit of Purdue University (“Owner”) and the Indiana Finance Authority (the “Authority”) that it understands the work, goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 and such law contains provisions requiring the implementation of Davis-Bacon and related Acts (and as such are supplemented from time to time by federal rules and guidance). The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees, that (a) the Contractor has reviewed and understands these requirements, and (b) that neither the undersigned Contractor nor (so far as the undersigned has knowledge) any of its Subcontractors, has violated the obligations imposed by 29 CFR Part 5.5 Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney’s

fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

- 57.5 Contractor's failure to submit said Compliance Affidavit concurrently with its application for payment shall abate any obligation of Purdue University to take action on such application for payment until such Compliance Affidavit is furnished.

58. ARRA OBLIGATION TO REPORT FRAUD AND MISCONDUCT

- 58.1 Contractor must promptly refer to the appropriate authority any credible evidence that a principal, officer, employee, agent, contractor, sub recipient, subcontractor, or other person has submitted a false claim under the False Claim 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.
- 58.2 Each application for payment shall be accompanied by an ARRA Compliance Affidavit, dated and signed by the Contractor, stating in pertinent part that: The Contractor hereby acknowledges to and for the benefit of Purdue University ("Owner") and the Indiana Finance Authority (the "Authority") that it understands the work, goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 and such law contains provisions requiring the reporting of false claims, fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees, that (a) the Contractor has reviewed and understands these requirements, and (b) that neither the undersigned Contractor nor (so far as the undersigned has knowledge) any of its Subcontractors, has violated the obligations imposed by ARRA requiring the reporting of false claims, fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

59. AUTHORITY OF COMPTROLLER GENERAL

59.1 Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S Comptroller General and his representatives with the authority to:

- a. Examine any records of the Contractor or any of the subcontractors, or any state or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- b. Interview any officer or employee of the Contractor or any of its subcontractors, or state or local government agency administering the contract, regarding such transactions.

59.2 Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

60. AUTHORITY OF THE INSPECTOR GENERAL

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General shall 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 that nothing in this section shall be interpreted by limit or restrict in any way any existing authority of an Inspector General.

61. WHISTLEBLOWER PROVISION

Contractor understands and acknowledges that Section 1553 of the ARRA provides protection to State, Federal and contract employees.

62. ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY

Section 1.7 of the April 3, 2009 guidance memorandum issued by the United States Office of Management and Budget requires that recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

63. ADDITIONAL TERMS INCORPORATED BY REFERENCE

Contractor is advised that this contract is funded in whole or in part by –a grant awarded by the United States Department of Education (“Agency”). Additional terms and conditions of this contract are set forth, as applicable, in Appendix A of OMB Circular A-110 and as may be modified from time to time. The funding Agency may impose additional contract requirements not expressly set forth above. Contractor shall investigate and inform itself of any such additional requirements, the terms of which are expressly incorporated by reference herein.

Successful Bidder - Buy American Certification

CERTIFICATION

I _____, of _____
(Name and Title of Certifying Officer) (Successful Bidder)

hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the _____ related to its _____

(SRF Applicant) (Project Name)

involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions of the federal American Recovery and Reinvestment Act of 2009 (ARRA) commonly known as "Buy American" provisions as contained therein (and as such is supplemented by federal rules and guidance including without limitation the federal Office of Management and Budget's (OMB) "Updated Implementing Guidance" dated April 3, 2009 found at http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-15.pdf) requiring that all of the iron, steel, and manufactured goods used in the Project be produced in the United States ("Buy American Requirements"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the Project as provided by the Successful Bidder under its agreement related to the Project will be produced in the United States in a manner that complies with the Buy American Requirements.

The following three fields are to be completed by the Successful Bidder:

Specific product for which this affidavit applies:

Date: _____

Signature: _____

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

Physical Facilities Fiscal Affairs (PFFA) Construction Accounting Reporting Practices

Projects Managed Through SPS (Federal ARRA)

Reporting the financial transactions per the ARRA guidelines of projects awarded through the Federal Government will be a joint effort between the SPS assigned Account Managers and PFFA Construction Accounting. A Work Breakdown Structure Element (WBSE) and Fund is established per the Account Management Guidelines, which collects the Budget and Expense transactions. In cases where a project is completed within several bid packages, multiple WBSE and Fund combinations will be established. A Funding Group is created to manage the reporting of all these projects as one against the total award.

PFFA Construction Accounting gathers FTE information and all financial information, except for income which is collected by SPS. SPS ARRA Account Manager will be responsible for the updating and submitting the report. The following reports assist in reporting this information.

SAP Reports

CJI3 – Display Actual Cost Line Items for Projects

- The report provides the actual costs incurred on the project; it doesn't include parked documents. It will report count of transactions, breakdown of payments at all levels, and transaction description; this will allow for distinguishing under 25K from greater than 25K.

FBV3 – Display Parked Document: Overview

- The report provides a view of all parked documents for the project. Most parked documents are for correcting documents, billings, or invoices. It will provide information for received not yet paid.

IW39 – Display PM Orders

- The report provides a list of all work orders set up on the project.

KOB1 – Orders: Actual Line Items

- The report provides a breakdown of materials and labor for each work order reported in IW39.

Professional Services Logs

Excel files are kept which house all agreements processed through PFFA Construction Accounting. The log titled WBSE Fund Commitments provides the Vendor DUNS or Corporate Headquarters' Zip. The log titled Invoices by Project contains all the invoices processed through PFFA Construction Accounting, along with the total hours reported on the invoice. Each vendor will keep a record of hours, jobs, and job descriptions which provides Job's Created/Retained for the project. This will be kept on file in the project folder either by hard copy, electronically, or both.

Projects Managed by PFFA Construction Accounting (State ARRA)

Reporting the financial transactions per the ARRA guidelines of projects awarded through the State will be accomplished by PFFA Construction Accounting. A Work Breakdown Structure Element (WBSE) and Fund is established per the Account Management Guidelines, which collects the Budget and Expense transactions. Funding Groups have been created to manage the different projects in relation to their approved status. These groups will provide the validation to ensure projects are approved before sending expenses forward to draw against the award funds.

PFFA Construction Accounting will populate a form provided by the State for the current's quarter expense and hourly information; this form hasn't been received. The following reports should assist in reporting this information; there could be other reporting tools depending upon the form received from the State.

SAP Reports

CJI3 – Display Actual Cost Line Items for Projects

- The report provides the actual costs incurred on the project; it doesn't include parked documents. It will report count of transactions, breakdown of payments at all levels, and transaction description; this will allow for distinguishing under 25K from greater than 25K.

FBV3 – Display Parked Document: Overview

- The report provides a view of all parked documents for the project. Most parked documents are for correcting documents, billings, or invoices. It will provide information for received not yet paid.

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