CHIPOLA COLLEGE

Marianna, Florida

CDBG-DR WORKFORCE RECOVERY TRAINING PROGRAM (WRTP)

Policies & Procedures Manual

Agreement Number: M0030

Revised: October 22, 2026

Table of Contents

INTRODUCTION **1**

VERSION POLICY AND CHANGE POLICY **2**

Manual Change Process: 2

PROCUREMENT POLICIES AND PROCEDURES **3**

Code of Conduct 3
Procurement Procedures 3
Selection Procedures *4*
Procurement Methods *5*
Vendor Contact 7
Protested Solicitations and Awards 7
Right to protest: *7*
Authority to resolve protests: *7*
Decision: *7*
Notice of decision: *7*
Finality of decision: *8*
Request for review: *8*
Contract Pricing 8
Procurement Records 8
Economic Opportunities for Section 3 Residents and Businesses 9
Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms 10
Contract Cost and Price 11
Contract Administration 11
Purchasing Division - Segregation of Duties 11
Responsible Contractors 12
Pre-Qualified Pool (PQP) of Vendors 12
No in-State or Local Geographical Preferences 12
Bonding Requirements 13
Personnally Identifiable Information, Propriety and Copyrighted Materials 13
Accessibility 13
Required Language in Contracts Supported by Federal Funds 13
Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards *13*

CONTRACT ADMINISTRATION POLICIES AND PROCEDURES **16**

Contracts Administration Plan 16

FINANCIAL MANAGEMENT POLICIES AND PROCEDURES **19**

Chipola's Financial Management Policy: 19
Chipola's Standards *21*
Accounting System *21*

MONITORING POLICIES AND PROCEDURES **23**

Chipola's Internal Monitoring and Compliance Plan: 24
Monitoring of Student Success 25

COMPLIANCE REQUIREMENTS **26**

General Compliance 27
Record Retention 27

QUALITY ASSURANCE AND QUALITY IMPROVEMENT **29**

RECORDKEEPING PLAN **30**

Records 30
Chipola's Recordkeeping Policy: *31*
Public Records Responsibilities 32
Record Retention 33

Chipola's File Storage Policy: *33*

DUPLICATION OF BENEFITS POLICIES AND PROCEDURES **35**

SUPPLANTING FUNDS 35

Chipola's Duplication of Benefits Verification Process *35*

APPLICATION AND INTAKE POLICIES AND PROCEDURES **36**

CERTIFICATION REQUIREMENTS TO RECEIVE ASSISTANCE 36

Chipola's Intake Process: *37*

INCOME VERIFICATION POLICIES AND PROCEDURES **38**

CHIPOLA'S INCOME VERIFICATION PROCESS: 38

ELIGIBILITY SCREENING PROCESS AND DETERMINATION **39**

ELIGIBILITY DETERMINATION PROCESS 39

PRIORITIZATION (PRIORITY SCHEDULE) **40**

LANGUAGE ACCESS POLICY **41**

ACCESS TO SERVICES 41

REPORTING METHODOLOGY **42**

PROGRAMMATIC REPORTING SCHEDULE 42

COMPLAINTS AND GRIEVANCES POLICIES AND PROCEDURES **45**

CITIZEN COMPLAINTS 45

Program Appeals *45*

HUD Complaints *45*

Fair Housing Complaints *46*

APPEALS **47**

LOG OF APPEALS 47

DETECTION AND PREVENTION OF FRAUD, WASTE AND ABUSE **49**

CHIPOLA'S ANTIFRAUD POLICY (#1.006 – ANTIFRAUD): 49

EXHIBIT A **51**

EXHIBIT B **53**

EXHIBIT C **54**

EXHIBIT D **55**

INTRODUCTION

The Chipola College Workforce Recovery Training Program (WRTP) grant provides funds to upgrade the college's welding technology, welding technology-advanced, and construction technologies training programs. WRTP grant funds are also used to pay students' training program tuition and fees and to provide supportive services as students progress through their training. Chipola's WRTP project is designed to help the region recover from Hurricane Michael by preparing more people to work in the construction trades.

The Chipola WRTP project adheres to the requirements of the college's Subrecipient Agreement, Rebuild Florida WRTP Guidelines, applicable federal regulations, and the Florida Department of Commerce (Commerce) policies. This WRTP policies and procedures manual is available to program participants and the general public and can be accessed on the Chipola College WRTP webpage.

Any updates with respect to the current status and progress of the project and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this agreement will be reported to Commerce in the monthly reports as required by the agreement.

Any changes to Chipola College's staffing plan, including changes to the organizational chart and/or job descriptions for its employees and contracted staff who will implement and/or support program activities are subject to approval by Commerce and must be submitted to the Commerce Grant Manager at least sixty (60) calendar days before the proposed effective date of the change.

Any changes to Chipola College's WRTP project, time frame or training for each program, the relevant industry standards the curriculum for each program meets, or certification(s) and/or credential(s) each participant should be prepared and qualified to obtain are subject to approval by Commerce and must be submitted to the Commerce Grant Manager at least sixty (60) calendar days before the proposed effective date of the change.

Chipola College will request approval from the Commerce Grant Manager, in writing, a minimum of sixty (60) calendar days prior to making a change, addition, or deletion in the service locations.

Chipola College will provide WRTP college staff and contracted staff with information (and training upon need and/or request) on relevant issues, such as program requirements, policies and procedures and changes communicated by Commerce on federal or Commerce guidance as it is released or during periodic scheduled monitoring.

VERSION POLICY AND CHANGE POLICY

Version history is tracked in the table below, with notes regrading version changes.

Date	Update Description
7/13/2022	Revision 1.0 – Received notification from the DEO
7/20/2022	Revision 2.0 – Manual created
8/30/2022	Revision 3.0 – Manual sent to DEO for approval
9/22/2022	Revision 4.0 – Revised document and resubmitted to DEO for approval
1/5/2024	Revision 5.0 – Revised document and resubmitted to DEO for approval
10/29/2024	Revision 6.0 – Updated Procurement Methods verbiage under *Procurement Policies and Procedures* section. Resubmitted revised document to FloridaCommerce for approval.
10/22/2026	Revision 7.0 – Updated *Procurement Methods* verbiage to align with revised Chipola College CAP #5.1 – Purchasing, Section V, subsection B (October 2026): micro-purchase threshold increased from $10,000 to $15,000, and Small Purchase Procedures now apply to purchases over $15,000 but not more than $64,999. Updated Simplified Acquisition Threshold references from $250,000 to $350,000. Added vendor suspension and debarment screening procedures per CAP #5.1, Section VI. Replaced Exhibit A with the revised CAP #5.1. Resubmitted revised document to FloridaCommerce for approval.

Manual Change Process:

- Draft manual update.
- Submit to Associate Vice President of Assessment, Compliance & Grants for feedback, review, and approval.
- Submit to the Administrative Grants Team for feedback, review, and approval;
- Add version change information to table.
- Submit manual to Commerce for feedback, review, and approval.
- Upon Commerce approval,
    - Update grant team of the change and approval.
    - Post updated copy of the manual to the website.
    - Check that the update was made on the website.

PROCUREMENT POLICIES AND PROCEDURES

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Chipola College Community Development Block Grant (CDBG) Disaster Recovery Program. These guidelines meet state requirements and the standards established in §2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (formerly 24 CFR 85.36).

Code of Conduct

Chipola College maintains these standards of conduct covering conflict of interest and governing the performance of its employees engaged in the selection, award and administration of contracts as required by 2 CFR Section 200.318. No employee, officer or agent of the college will participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

If Chipola College has a parent, affiliate or subsidiary organization (that is not a state, federally recognized tribe or local government), we will maintain written standards of conduct covering organization conflicts of interest. Organizational conflicts of interest occur when the college is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization because of relationships with a parent company, affiliate or subsidiary organization.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft design plans and specifications, requirements, statements of work and invitations for bids or requests for proposals must be excluded from competing for such procurements as required in 2 CFR Section 200.319 (a).

Chipola College employees are prohibited from accepting *anything of value* from any person such as contractors or firms, potential contractors or firms, or parties to sub- agreements. *Anything of value* includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest free loans.

Any alleged violations of these standards of conduct will be referred to the college Attorney. Where violations appear to have occurred, the offending employee, officer or agent will be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Procurement Procedures

The director of each department or agency of the Chipola College responsible for procurement of services, supplies, equipment or construction obtained with Disaster Recovery CDBG funds will review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such

reviews will consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the associate vice president, an analysis to determine which approach would be the most economical will be undertaken.

Chipola College will take affirmative steps to assure that small and minority firms, women's business enterprises and surplus labor firms are solicited whenever they are potential qualified sources. We will also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises and labor surplus firms. Where permitted by regulations, delivery schedules will be developed that will include participation by such businesses. The college will assist the prime contractor whenever possible by providing lists that identify qualified small and minority firms, women's business enterprises and labor surplus area firms.

Selection Procedures

All goods and services procured with CDBG Disaster Recovery funds will be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. Chipola College will not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the college encourage or participate in noncompetitive practices among firms. Chipola is alert to organizational conflicts that would jeopardize the negotiation process and limit competition. We will not require unnecessary experience or bonding.

Pursuant to state law and federal regulations at 2 CFR 200.319 (c), all solicitations of offers will incorporate a clear accurate description of the technical requirements for the material, service or product to be procured. In competitive procurements, these descriptions will not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided whenever possible. A *brand name or equal* description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand that must be met by offerors will be clearly stated.

All solicitations of offers will clearly set forth all requirements that offerors must fulfill and all other factors to be used in evaluating bids, proposals or statements of qualifications. Contracts will be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance and financial and technical resources.

Grantees and subgrantees will ensure that all prequalified lists of persons, firms or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees will not preclude potential bidders from qualifying during the solicitation period.

Procurement Methods
Direct procurement by Chipola College be made using one of the following methods depending on the type of service to be procured.

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $15,000 (or $2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the college will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the college considers the price to be reasonable.

Small Purchase Procedures Relatively simple, informal procurement procedures will be used where the purchase of materials, single task services, supplies, equipment and/or other property will cost in the aggregate more than $15,000 but not more than $64,999 except where further limited by state law or Disaster Recovery CDBG policy. The procurement officer must obtain a minimum of three written price or rate quotations from qualified sources. Documentation on all quotations received will be made a part of the file. Selections will be made principally on price. Payment will be made upon delivery or completion.

Competitive Sealed Bids/Formal Advertising Under this procedure, bids are publicly advertised in accordance with the state's Public Bid Law. A firm fixed price contract (either lump sum or unit price) will be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price. When formal advertising is used the following conditions will be met:

- The advertisement for bids will be publicly advertised in accordance with state law.
- The advertisement for bids, including the specifications and pertinent attachments, will clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
- All bids will be opened publicly at the time and place specified in the advertisement for bids.
- A firm fixed-price contract award will be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs and life cycle costs will be considered in determining which bid is lowest. Payment discounts will only be used to determine low bid when prior experience indicates that such discounts are generally taken.
- Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the Disaster Recovery CDBG Program.

Competitive Negotiation: Requests for Proposals/Qualification Statements
The technique of competitive proposals is normally conducted with more than one source submitting an offer and either a fixed price or cost-reimbursement type contract is awarded. All competitive proposals will be conducted using a formal RFP/RFQ when conditions are not appropriate for the use of sealed

bids. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to requests for proposals must be considered to the maximum extent practical;
- Proposals must be solicited from an adequate number of qualified sources;
- The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- All submittals will be honored and entered into the competition.
- Request for proposals or qualification statements will contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished.
- The request for proposals or qualification statements will identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals will always include cost and at least one non-cost evaluation factor.
- The selecting official (or committee, if one is designated) will review all proposals and statements received and make a technical evaluation of each. This will also include a written statement that identifies the basis upon which the selection was made; including the importance of cost (for RFPs).

A contract award will be made to the responsible offer or whose submission is deemed most appropriate to the college with consideration for price, qualifications and other factors set by the local governing body. Unsuccessful offerors will be notified in writing within ten working days of contract award. Documentation of notification will be maintained in the contract selection file for the individual project.

For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This will always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor will be invited to enter into a contract.

Noncompetitive Negotiation/Sole Source
Noncompetitive negotiation will be used when small purchase, formal advertising or competitive

negotiation procedures are not feasible. Noncompetitive negotiation will involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation will only be used when written authorization has been obtained from the U.S. Housing and Urban Development (HUD). In order to qualify for this type of procurement, one of the following circumstances must apply:

- The item or service is available only from a single source;
- It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
- After solicitation of a number of sources, competition is determined to be inadequate.

Vendor Contact

All discussions with bidders regarding technical or other information will be conducted by a single point of contact to ensure all bidders receive the same information. If a vendor contacts anyone other than the point of contact regarding a procurement, they will be referred immediately to the designated point of contact. All information requested from bidders should be examined for dissemination to all prospective vendors to ensure a fair and competitive process. No information will be furnished to a prospective bidder that alone or together with other information may provide an advantage over others.

Protested Solicitations and Awards

Right to protest:
Any actual or prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, will be submitted in writing within five (5) days after such aggrieved persons know, or should have known of, the facts giving rise thereto, but in no circumstance after ten (10) days of notification of contract award.

Authority to resolve protests:
The appropriate procurement officer will have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority will be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the college.

Decision:
If the protest is not resolved by mutual agreement, the appropriate procurement officer will promptly issue a decision in writing within ten (10) days. The decision will state the reasons for the action taken.

Notice of decision:
A copy of the decision will be mailed or otherwise furnished immediately to the protestant and any other party intervening.

Finality of decision:
A decision of this section will be final and conclusive, unless fraudulent or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the Chipola College manager within ten (10) days of the decision. The protestant may also request an interview with the college manager.

Request for review:
The request for a review will not stay the contract unless fraudulent.

Contract Pricing

Cost plus percentage of cost and percentage of construction cost methods of contracting **MUST NOT** be used. Chipola College will perform cost or pricing analysis in connection with every procurement action including contract modifications in accordance with the requirements of *Cost and Price Analysis for HUD Grantees and Funding Recipients*. Costs or prices based on estimated costs for Disaster Recovery CDBG projects will be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals [48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs incurred. Unit prices can be utilized when there is a definable work product and the contractor assumes all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract **MUST** clearly establish a cost ceiling which may not be exceeded without formally amending the contract and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can be established through adequate price competition and the solicitation is based principally on price.

A fixed price contract **MUST** establish a guaranteed price that may not increase unless there is a contract amendment that increases the scope of the work.

Procurement Records

- The process used to determine best value, the manner in which the evaluation process was conducted and the evaluation criteria which, whenever possible, will be quantifiable.
- The rationale for selecting the specific Contractor or Vendor and the basis upon which cost was determined to be reasonable.
- For each amendment to an existing Contract, especially those containing material changes (e.g., changes in scope, performance period, price, price ceiling, etc.), a written justification will be

included in the Procurement Record.

- Determinations of emergency with respect to Emergency Selection Contracts will be included in the Procurement Record, as well as the determination to enter into a Sole Source or Single Source Contract.

Economic Opportunities for Section 3 Residents and Businesses

It is the policy of Chipola College to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) requires Chipola College to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance and business concerns that provide economic opportunities to low- and very- low income persons.

Section 3 requirements are triggered whenever the need for new employment, contracting or subcontracting is established for federally funded projects involving the construction or rehabilitation of housing, or other public construction projects, valued at $200,000 or more and contracts of $100,000 or more. Section 3 regulations apply to construction and professional services contracts alike and cover the entire project regardless of whether it is fully or partially funded by HUD.

The following Section 3 clause is required to be included in any CDBG funded contracts and subcontracts:

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, will, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice will describe the Section 3 preference, will set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and

the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
6. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment will be given to Indians, and (ii) preference in the award of contracts and subcontracts will be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b) Procurement and Contracting Policy.

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Chipola College will take all necessary affirmative steps to assure minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Contract Cost and Price

Chipola College will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold ($350,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the college will make independent estimates before receiving bids or proposals.

Chipola College will negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the college under Subpart E—Cost Principles of this part. Chipola College may reference its own cost principles that comply with the Federal cost principles. **The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.**

Contract Administration

Chipola College will maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the college through legal processes will be considered in instances of significant nonperformance.

Purchasing Division - Segregation of Duties

Segregation of duties is a vital and critical measure for effective internal controls in college-wide procurement and contracting operations and to ensure the integrity of the business process. These measures further reduce the risk of erroneous and inappropriate actions and deter fraud and fraudulent acts. Staff with multiple functional roles has a greater opportunity to abuse powers within an organization. Chipola College clearly separates the roles of purchasing and finance including a separation of receiving (custody) of assets and recording, payments, monitoring and reviewer approval roles. Some specific examples of segregation of duties are as follows:

- The person who requisitions the purchase of goods or services is not the person who creates the purchase order or approves the purchase.
- The person who approves the purchase of goods or services is not the person who processes the invoices for payment.
- The person receiving an invoice is not the same individual creating the Purchase Order.
- The person who approves the purchase of goods or services is not able to obtain custody of checks to the recipient.
- The person who opens the mail is not the person handling fixed assets, invoicing, checks, etc.

Management is ultimately responsible for oversight, monitoring and review of the internal purchasing process. By performing periodic assessments and reviews of its procurement activities, Chipola College will greatly reduce risks of fraud and abuse.

Responsible Contractors

Chipola College will make awards only to responsible Contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. [2 CFR § 200.318(h)]. The college will assess vendor responsibility. Contractors and vendors must affirmatively demonstrate their responsibility and the responsibility of their proposed subcontractors.

Pre-Qualified Pool (PQP) of Vendors

Chipola College may select contractors or vendors for any procurement activity from a qualified pool of potential contractors selected on the basis of an RFP or RFQ. Using a Pre-qualified Pool of Vendors allows aspects of the competitive process to be addressed early in a phased selection process so that vendors and contractors in the pool can be subsequently engaged on an accelerated, more efficient basis. Where a PQP has been established for a particular procurement, the solicitation of individual bids need not be publicly advertised. Contract award will be based on the lowest bid for specific services required. The college will ensure that all panels include enough qualified sources to ensure maximum open and free competition. Chipola will also not preclude potential bidders from qualifying during the solicitation period. [2 CFR § 200.319(d)]

- State Agency or State Authority Contract.

Chipola College may enter into contracts with eligible vendors where the State has engaged in a competitive process to create a pool of eligible vendors for comparable services.

- Affiliated Agency Contract or Affiliated Agency Competitive Selection Process. Whenever an Affiliated Agency has completed a competitive process to create a pool of eligible vendors for the provision of goods and/or services, the college may enter into a contract with those vendors for such services, if for the same services and upon comparable terms.
- Intergovernmental Agreements.
  To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the federal government, Chipola College is encouraged to enter into State and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services. [2 CFR § 200.318(e)]

No in-State or Local Geographical Preferences

The college will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state

licensing laws.

Bonding Requirements

Construction or housing rehabilitation contracts or subcontracts exceeding the Simplified Acquisition Threshold of $350,000 may accept Chipola College's contractor bonding policy and requirements provided that the federal awarding agency or pass-through entity has determined that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument, accompanying a bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as required within the time specified. [2 CFR § 200.325 (a)]
- A performance bond on the part of the Contractor for 100 percent of the contract price. A performance bond is one executed in connection with a Contract to secure fulfillment of all the contractor's obligations under such contract. [2 CFR § 200.325 (b)]
- A payment bond on the part of the Contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. [2 CFR § 200.325 (c)]

Personnally Identifiable Information, Propriety and Copyrighted Materials

All Personally Identifiable Information, bids that include proprietary and copyrighted materials and any financial statements submitted by bidders will be kept secure and private.

Accessibility

When applicable, procurement documents will be made available in compliance with Section 508.

Required Language in Contracts Supported by Federal Funds

All contracts supported by, or paid with, federal funds, and all terms required by any applicable federal statute, regulation, Federal Register notice or policy will be specifically incorporated by reference to such statute, regulation, Federal Register notice or policy. All CDBG-Disaster Recovery funded contracts must contain the applicable provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is annexed to these procedures.

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold currently set at $350,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of *federally assisted construction contract* must include the equal opportunity clause in accordance with Executive Order 11246, *Equal Employment Opportunity*, as amended by Executive Order 11375 and implementing regulations at 41 CFR Part 60, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. 3145). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704. Less than 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of *funding agreement* under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that *funding agreement*, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, *Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*, and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and subgrants in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CONTRACT ADMINISTRATION POLICIES AND PROCEDURES

Per the Program Subrecipient Agreement, Chipola College will adhere to the following.

If Chipola College contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce Grant Manager for prior written approval. For each contract, Chipola College will report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. Chipola College will comply with the procurement standards in 2 CFR § 200.318 - § 200.327 and § 200.330 when procuring property and services under this Agreement.

Chipola College will include the following terms and conditions in any contract pertaining to the work required under this Agreement:

a. the period of performance or date of completion;
b. the performance requirements;
c. that the contractor is bound by the terms of this Agreement;
d. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
e. that the contractor will hold Commerce and Chipola College harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
f. the obligation of Chipola College to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
g. the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards

Chipola College will comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Chipola College will maintain oversight of all activities performed under this Agreement and will ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

Contracts Administration Plan

Chipola College will use the appropriate solicitation methods, contract types and contract price including the following [2 CFR 200.318 and 2 CFR 200.323]:

- Only one of the solicitation methods (Small Purchase, Sealed Bid/formal advertising, Competitive Proposals, Noncompetitive Proposals) are employed for each procurement.
- Requirements for the applicable solicitation method are followed.
- Only the appropriate contract types (Purchase Order, Fixed Price, Cost Reimbursement) are employed for each procurement.
- A "cost plus a percentage of cost" or a "percentage of construction cost" type pricing must not be used for contracts.

- A “time and material” type contract is only used after a determination is made that no other contact is suitable, and the contact includes a ceiling price that the contactor exceeds at its own risk.
- Contract is priced appropriately, as determined by contract services (Lump sum pricing, unit pricing, or reimbursement of costs).
- Purchase of unnecessary or duplicative items must be avoided.
- Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the Federal Government.
- Solicitations for goods and services provide for the following:
  - A clear and accurate description of the technical requirements for the material, product or service to be procured.
  - Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

Chipola College will implement the Code of Conduct addressing the following [2CFR 200.318(c)]:

- No employee, officer or agent of the college will participate in selection, or in the award administration of a contact supported by Federal funds if he or she has a real or apparent conflict of interest, including conflicts of interest involving any member of his or her immediate family, partner, employer, or potential employer.
- Officers, employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts.
- Penalties, sanctions, or other disciplinary actions for violations.
- Policies regarding organizational conflicts of interest, if the entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe.

Chipola College’s staff will will review proposed procurements for cost reasonableness, including [2 CFR 200.323]:

- To avoid unnecessary purchases;
- To avoid duplicative purchases, and;
- Ensure costs are reasonable.

Chipola College’s staff will review proposed procurements to ensure contractors are eligible. The review determines that awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs. Information may be verified in the Excluded Parties List System in the System for Award Management. [2 CFR 180, 2 CFR 200.205, Appendix II to Part 200(I)]

Prior to authorizing any new vendor, and before any purchase of $25,000 or more using federal funds, the responsible procurement staff member and the Business Office must verify at www.sam.gov and MyFloridaMarketPlace that the vendor and its principals are not suspended, debarred, or otherwise excluded from covered transactions. For purchases using state funds, the vendor must also be verified annually against the Florida Suspended Vendor List; a listed vendor may not be awarded a purchase order or contract until removed. If a vendor is found excluded, debarred, or suspended, the purchase must not proceed; the Business Office will notify appropriate staff to identify an alternate vendor.

Screening documentation must be attached to the purchase order, check request, or Capital Purchase Authorization form and retained in the purchasing file for at least three years. [2 CFR 200.214; Section 287.1351, F.S.; Chipola College CAP #5.1, Section VI (Exhibit A)]

FINANCIAL MANAGEMENT POLICIES AND PROCEDURES

Chipola College's financial management system complies with the provisions of 2 CFR Part 200 (and particularly 2 CFR 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. Chipola College will safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR Part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Chipola's Financial Management Policy:

Chipola College will maintain records of expenditure funds from all sources and will be prepared to provide Commerce with records that connect any and all expenditures to the corresponding program budget. This includes 24CFR 570.502 and 2 CFR 200.302 which state the Uniform Administrative Requirements, Cost Principles, and Audit Standards that are applicable to federal grant awards. This includes keeping all of the required documentation during the agreement and no longer than 6 years after the termination of the subrecipient agreement and the submission of performance and evaluation reports.

Accounting record entries including asset tracking, requisitions, vouchers, and procurement card transitions are stored with the college's ERP system, Jenzabar.

Each transaction submitted begins with the course instructor:
Instructors must obtain quotes from approved Chipola College vendors then submit, via email, the purchase request to the Workforce Development Dean. The WFD Dean will confirm the need for products/services and compare the purchase request to the grant's authorized budget. If items fall within an approved budget category, the WFD Dean will email a requisition request to the ACG Coordinator. The ACG Coordinator will confirm budget and purchasing compliance then check the department and object codes against Business Office GLs. The ACG Coordinator will take the final step of the requisition request and obtain written approval (signature) of the ACG Associate Vice President. The ACG Coordinator will then create a requisition.

Note: Some purchases for this Commerce grant (for example, computers) require additional approval steps – see Step 9-14 listed below.

The ACG Coordinator will notify the COMMERCE grant manager at the State of Florida of the purchase request. ONLY AFTER the COMMERCE grant manager authorizes the expense will the ACG Coordinator begin the requisition process. The WFD Dean will receive an email from the ACG Coordinator reporting the state approval. In turn, the WFD Dean will respond with a written request for requisition.

Below, please note the internal purchasing approval process for the COMMERCE Grant:

Step 1	Instructor identifies need and obtains quotes for course items
Step 2	Instructor forwards request to WFD Dean and Program Manager
Step 3	WFD Dean compares purchase request against authorized grant budget and confirms need of products/services/equipment
Step 4	WFD Dean and Program Manager approve requisition request via email to ACG Coordinator
Step 5	ACG Coordinator confirms budget and purchasing compliance by comparing request against internal budget analysis
Step 6	ACG Coordinator checks request with Business Office to verify department numbers and object codes
Step 7	ACG Coordinator creates requisition
Step 8	ACG Associate VP authorizes the requisition in Jenzabar**. If purchase requires additional approval from State Grant Manager, move to Step 9. If not, Step 8 completes this process.**
Step 9	After approval gained from ACG Associate VP, ACG Coordinator will forward request to COMMERCE grant manager at the State level.
Step 10	COMMERCE grant manager from the State will notify ACG Coordinator of the approval for purchase
Step 11	ACG Coordinator will confirm State approval via email to WFD Dean
Step 12	WFD Dean and Program Manager MUST request the ACG Coordinator to begin the requisition process
Step 13	ACG Coordinator creates requisition
Step 14	Equipment purchases coded in the 7xxxx department will require electronic approval (in Jenzabar) from both the ACG Associate VP and VP of Administrative & Business Affairs. ***NOTE:*** Equipment and/or computers ordered should be delivered to Chipola College's Receiving Department and must be recorded into Chipola's inventory system and receive a decal before delivery to instructors.

Note: Each financial transaction is unique. The Steps above describe the College's requisition process "in-general" and is in no way exacting. Keep in mind, additional approvals (i.e., Steps) may be required depending on the type/monetary size of each order.

This division of labor ensures the segregation of duties between the programmatic staff and finance staff. For a visual representation, please see the process noted above.

Project procedures will include accurate and complete disclosure of financial results in accordance to the reporting requirements set forth in 2 CFR 200.328. The College will capture the following financial information:

- Amount budgeted
- Advances/reimbursements received to date

- Program income & other & other miscellaneous receipts
- Actual expenditures/disbursements
- Current encumbrances/obligations
- Unpaid request for payment

Chipola College will comply with audit requirements, as specified in the subrecipient agreement, which states that a single or program-specific audit must be conducted if $750,000 or more in federal awards are expended within a fiscal year. Chipola is a component unit of the State of Florida. At the time this manual was developed, the most recent single audit report was dated March 30, 2022, and is available at: https://flauditor.gov/pages/pdf_files/2022-189.pdf.

Auditors are expected to act in accordance with audition standards generally accepted in the United States of America; applicable standards contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Chipola's Standards

Chipola College has financial management systems in place to comply with the following standards:

(1) Provide effective control over and accountability for all funds, property, and other assets;
(2) Identify the source and application of funds for federally-sponsored activities, including records and reports that:
    a. Verify the "reasonableness, allowability and allocability" of costs; and
    b. Verify that funds have not been used in violation of any of the restrictions or prohibitions that apply to the federal assistance (through the use of budget controls and adequate accounting records).
    c. Permit the accurate, complete, and timely disclosure of financial results per reporting requirements.

Accounting System

Chipola College's enterprise resource planning system to store and maintain financial information is Jenzabar. Jenzabar will retain records that adequately identify the source and application of funds provided for financially assisted activities. The college will keep adequate accounting records that meet various standards, including cost principals and financial management, that are compliant with 24 CFR 570.502 and 2 CFR 200.302, and all other applicable laws and regulations.

The College is required to have accounting records that sufficiently identify the source and application of CDBG funds provided to them. To meet this requirement, the College's accounting system includes the following elements:

- Chart of accounts - This is a list of account names and the numbers assigned to each of the account names. The names describe the type of transactions that will be recorded in each account (e.g., an account titled "cash" denotes that only transactions affecting cash should be recorded in that account). The account number is required by most accounting software programs and is assigned to an account name to group similar types of accounts. For example,

all asset accounts will begin with a “1” and all liability accounts will begin with a “2“. A typical chart of accounts will generally include the following categories: assets, liabilities, fund balance, revenues, and expenses.

- Cash receipts - Cash receipts document when funds were received, in what amounts, and from what sources.
- Cash disbursements - Cash disbursements document when an expense was incurred, for what purpose, how much was paid, and to whom it was paid.
- Payroll journal - A payroll journal documents payroll and payroll-related benefit expenses on salaries and benefits, including distinguishing between categories for regulatory purposes.
- General ledger - A general ledger summarizes the activity and financial status of all the accounts of an organization. Information is transferred to the general ledger after it is entered into the appropriate journal. Entries transferred to the general ledger should be cross-referenced to the applicable journal to permit the tracing of any financial transaction. All non-subsystem journal entries must be properly approved and supported by source documentation. Documentation must show that costs charged against CDBG were:
  - Incurred during the effective period of the agreement with HUD;
  - Actual paid out (or properly accrued); or
  - Expended on eligible items; and
  - Approved by the appropriate official(s) within the organization.

MONITORING POLICIES AND PROCEDURES

Single Audit: Chipola College will be audited as required by 2 CFR Part 200, Subpart F when it is expected that Chipola College's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

Inspections and Monitoring: Chipola College will permit the COMMERCE and auditors to have access to the college's records and financial statements as necessary for the COMMERCE to meet the requirements of 2 CFR Part 200.

Chipola College will submit to monitoring of its activities by the COMMERCE as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review will include:

1. Reviewing financial and performance reports required by the Grantee;
2. Following-up and ensuring that Chipola College takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the college from the Grantee detected through audits, on-site reviews, and other means; and
3. Issuing a management decision for audit findings pertaining to this Federal award provided to Chipola College from the Grantee as required by 2 CFR §200.521.

Corrective Actions

Chipola College will be subject to reviews and audits by the COMMERCE, including onsite reviews of the college as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The COMMERCE may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The COMMERCE may require Chipola College to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, the COMMERCE may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised, monitoring procedures may include, but not be limited to, on-site visits by COMMERCE staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Chipola College agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by COMMERCE. In the event COMMERCE determines that a limited scope audit of Chipola College is appropriate, Chipola College agrees to comply with any additional instructions provided by COMMERCE staff to the college regarding such audit. Chipola College further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Chipola's Internal Monitoring and Compliance Plan:

Chipola College created a grants handbook that details its internal financial and programmatic monitoring processes for grant-funded projects. The following are excerpts from the handbook.

Administrative Grant Team:

- Determines grants to which the College submits proposals
- Provides leadership and overall guidance for grant activities at the college
- Approves all proposed grant pursuits prior to proposal/application development
- Meets monthly or as frequently as the team deems necessary to discuss the progress of funded grant projects and make decisions on future operations to facilitate success of grant-funded projects
- Ensures that college resources and procedures are in place to facilitate the timely implementation of grant-funded activities in accordance with the grantor approved activities and budgets

Members of this team are the associate vice president of the Office of Assessment, Compliance, and Grants; the vice-president of the Office of Instructional Affairs; the vice-president of the Office of Administrative and Business Affairs; the associate vice-president of the Office of Human Resources (when applicable), and the dean of the department from which the grant operates.

Grants Accountant

- Establishes the internal account for operating the grant-funded project
- Presents procedures for grant expenditures and fiscal-related requirements to the Project Management Team during its orientation
- Informs Administrative Grant Team and/or Project Management Team of changes in fiscal guidelines, rules, and/or laws that have implications for managing the grant-funded project
- Advises the associate vice president of Assessment, Compliance, and Grants Office on issues and questions that arise pertaining to expenditures and budgets
- Assists project director to ensure that purchase requisitions are properly prepared and purchases are made in accordance with approved budgets and college procedures
- Assists with budget modifications
- Maintains copies of all budget amendments and updates project accounts to reflect amendments
- Maintains current and accurate records of grant expenditures and balances
- Shares account records with project director, grants coordinator, and ACG associate vice president
- Documents expenditure of matching funds (cash or in-kind) to ensure that the college match obligation has been met
- Monitors project fiscal activities for compliance with the requirements of college, state, funding agency, and any other applicable entities
- Ensures accuracy of project fiscal reports
- Conducts internal grant audits, including sub-recipients
- Assists with development of contracts with sub-recipients

The following are procedures that will be in place in addition to those described above.

- The college's enterprise resource planning system, Jenzabar, will store and maintain application, enrollment, and financial information.
- The business and financial aid departments will review the applicant records from the program manager to ensure non-duplication of funds.
- The Canvas online learning system has at-risk assessment triggers (Dropout Detective), which the program manager and instructors will receive, in order to provide intervention techniques.
- The WFD dean and instructors will have purchasing authority for materials, goods, and equipment for the project; approval from the ACG associate vice president is required. Jenzabar is used for purchase orders and system procedures are in place for procurement.
- The financial and student tracking procedures in place ensures compliance with federal and state requirements pertaining to fiscal and program outcomes.

Monitoring of Student Success

Continuous monitoring of students will be conducted through monthly attendance checks, regular check-in with employer partners for participants in the field, and weekly evaluation of current at-risk assessment via Dropout Detective (grades and attendance), throughout completion of a course or program. This constant touch – better known as intrusive coaching – supports retention to completion and higher academic outcomes (https://www.nber.org/papers/w16881). Career services will also include assisting students with resume development, job searches, job applications, and completion of college admissions and enrollment paperwork.

COMPLIANCE REQUIREMENTS

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as follows:

1. Chipola College will perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Chipola College will perform its obligations in accordance with 24 CFR § 570.480 – 570.497.
3. Chipola College will perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Chipola College perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Chipola college will be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

Chipola College will maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by COMMERCE under this Agreement.

Chipola College will provide to COMMERCE all necessary and appropriate financial and compliance audits in accordance with the agreement herein and ensure that all related party transactions are disclosed to the auditor.

Chipola College will retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date COMMERCE issues the final closeout for this award. Chipola College will also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Chipola College will further ensure that audit working papers are available upon request for a period of six (6) years from the date COMMERCE issues the final closeout of this Agreement, unless extended in writing by COMMERCE. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records will be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition will be retained for six (6) years after final disposition.
3. Records relating to real property acquired will be retained for six (6) years after the closing on the transfer of title.

Chipola College will maintain all records and supporting documentation for the college and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

Within sixty (60) calendar days of the close of Chipola College's fiscal year, on an annual basis, the college will electronically submit a completed Audit Compliance Certification to

audit@deo.myflorida.com, and COMMERCE's Grant Manager. Chipola College's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between COMMERCE and the college.

Chipola College will cooperate and comply with monitoring of its activities as deemed necessary by COMMERCE to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, of this Agreement.

Corrective Actions: COMMERCE may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits COMMERCE may require Chipola College to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the college from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, COMMERCE may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

General Compliance

Chipola College will comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States will, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Chipola College will not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR Part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR Part 1. The identity of complainants will be kept confidential except to the extent necessary to carry out the purposes of 2 CFR Part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

Chipola College will comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 75 (formerly 24 CFR Part 135).

Record Retention

Chipola College will retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and will allow COMMERCE, or its designee, CFO, or Auditor General access to such records upon request. Chipola College will ensure that audit working papers are made available to COMMERCE, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by COMMERCE. In addition, if any

litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records will be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

A copy of the Audit Compliance Certification form will be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

QUALITY ASSURANCE AND QUALITY IMPROVEMENT

Chipola College has internal controls in place to provide assurance that that grant operations are performing at the highest quality and that those operations are being maintained and continuously improved. These controls and grant management procedures are described in previous pages.

Employment skills training, resume development, and interview practice are part of the program activities for participants. These resources are available in person at Chipola College as well as online via the college's learning management system (Canvas). Participants can develop and save variations of their resumes specific to companies or career fields and practice as many times as necessary to be prepared for a job interview.

RECORDKEEPING PLAN

Per the Program Subrecipient Agreement, Chipola College will adhere to the following.

Records

Chipola College's performance under this Agreement will be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

Representatives of COMMERCE, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives will have access to any of Chipola College's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

Chipola College will maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by COMMERCE under this Agreement.

Chipola College will provide to COMMERCE all necessary and appropriate financial and compliance audits in accordance with the agreement herein and ensure that all related party transactions are disclosed to the auditor.

Chipola College will retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date COMMERCE issues the final closeout for this award. Chipola College will also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Chipola College will further ensure that audit working papers are available upon request for a period of six (6) years from the date COMMERCE issues the final closeout of this Agreement, unless extended in writing by COMMERCE. The six-year period may be extended for the following reasons:

- Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records will be retained until all litigation, claims or audit findings involving the records have been resolved.
- Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition will be retained for six (6) years after final disposition.
- Records relating to real property acquired will be retained for six (6) years after the closing on the transfer of title.

Chipola College will maintain all records and supporting documentation for itself and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including

documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

Chipola College will either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that its accounting system will have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There will be no commingling of funds provided under this Agreement with any other funds, projects or programs.

Chipola College, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, will allow access to its records at reasonable times to representatives of COMMERCE, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" will ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Chipola College hereby acknowledges that the college is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of the college's governing board or the meetings of any subcommittee making recommendations to the governing board. Chipola College hereby agrees that all such aforementioned meetings will be publicly noticed, open to the public and the minutes of all the meetings will be public records made available to the public in accordance with Chapter 119, F.S.

Chipola's Recordkeeping Policy:

The program manager will create a record and checklist for each participant. The college will follow in-place policies and procedures that ensure secure recordkeeping. Following college practices, hard copies of participant files will be stored in locked file cabinets; electronic copies will be password protected. Assessment, Compliance, and Grants office personnel will assist the program manager and personnel from the college data center, business office, and student affairs office to create participant files that can be easily reviewed and updated as needed. Applicable personnel will have access to student files (some may be "read only" access") via the college's intranet.

- The college has a sophisticated and comprehensive admissions and enrollment application, managed through the Jenzabar resource planning system.
- Following the Chipola Model for Planning, Assessment, and Sustained Success (CoMPASS), the college uses student data per award agreements, in aggregate and disaggregated formats, to report student performance and college-wide outcomes, for strategic planning by the college, for accreditation reports, and other reporting as deemed necessary and appropriate. Individual student privacy is protected in data reports.
- College personnel from the business, financial aid, and foundation offices, will review participant files to ensure non-duplication of services. The program manager will document in participant files sources of financial aid and scholarships received and services provided by internal and external sources.

- Participant records will include student evaluation information (skills achieved, grades, test scores, attendance, and any employer/employment interactions) and employment date, employer, and contact information.
- The plans for tracking students while in training and through job placement help ensure student success and achievement of program goals and intended outcomes.

Public Records Responsibilities

In addition to Chipola College's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Chipola College will notify COMMERCE of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

Chipola College will keep and maintain public records required by COMMERCE to perform its responsibilities hereunder. Chipola College will, upon request from COMMERCE's custodian of public records, provide COMMERCE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Chipola College will allow public access to all documents, papers, letters or other materials made or received by the college in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Chipola College in conjunction with this Agreement, the college will respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Chipola College will be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

The Agreement may be terminated by COMMERCE for refusal by Chipola College to comply with Florida's public records laws or to allow public access to any public record made or received by the college in conjunction with the Agreement.

Chipola College will notify COMMERCE verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in its possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of COMMERCE. Chipola College will cooperate with COMMERCE, in taking all steps as COMMERCE deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

Chipola College acknowledges that COMMERCE is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents the college submits to COMMERCE under the Agreement constitute public records under Florida Statutes. Chipola College will cooperate with COMMERCE regarding COMMERCE's efforts to comply with the requirements of Chapter 119, F.S.

If Chipola College submits records to COMMERCE that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the college prior to submittal to COMMERCE. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to COMMERCE serves as Chipola College's waiver of a claim of exemption. Chipola College will ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement.

Record Retention

Chipola College will retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and will allow COMMERCE, or its designee, CFO, or Auditor General access to such records upon request. Chipola College will ensure that audit working papers are made available to COMMERCE, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by COMMERCE. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records will be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Chipola's File Storage Policy:

Data security policy and procedures are in place at Chipola College. Following is an excerpt from the college's compliance certification document submitted to the Southern Association of Colleges and Schools, Commission on Colleges.

> Access to electronic student records is restricted and password protected at multiple levels. First, users must be granted access to the college network. All users must read and sign College Administrative Procedure (CAP) 1.2. (See Exhibit D) After receiving written authorization from the individual's supervisor, the CAP 1.2 form is forwarded to the information systems department where a staff member creates the network account. User passwords are subject to a robust security scheme involving complexity and expiration. Second, users must complete online FERPA training.
>
> Once online FERPA training is completed, the user must forward a signed *Confidentiality of Student Records* form to either the registrar or vice president of student affairs for approval. Electronic student records access in the college ERPM system (Jenzabar EX) is created by the associate vice president of information systems after receipt of the approved confidentiality form. Jenzabar EX provides a comprehensive set of security options which provide detailed security authorizations and restrictions. Details of user account creation guidelines can be found in the *Information Systems Operations Manual-User Account*s section. User workstations time-out after fifteen (15) minutes of network inactivity. Users must sign back onto the

network to continue working.

DUPLICATION OF BENEFITS POLICIES AND PROCEDURES

Per the Program Subrecipient Agreement, Chipola College will:

Chipola College will not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described in Appropriations Acts. The college will comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Chipola College will carry out the activities under this Agreement in compliance with COMMERCE's procedures to prevent duplication of benefits.

Supplanting Funds

Chipola College will utilize WRTP funds to supplement rather than supplant funds otherwise available. WRTP funds may only be utilized after all other funds available to provide benefits to the participant for the same purpose have been expended. Any supplanting of funds will be treated as a duplication of benefits or fraud, waste, and abuse, and is subject to recapture under the terms of the subrecipient agreement.

Chipola's Duplication of Benefits Verification Process

The program manager will work closely with the college business office, financial aid office, student affairs office, and foundation office to ensure that participants do not receive duplicative funding or resources while enrolled. Such a system has been in place for years and is critical to ensuring that students are not over-funded and, therefore, penalized should they also be recipients of other forms of state or federal financial aid or recipients of scholarship funds for tuition and fees.

This series of checks and balances will identify services funded by the college, employer, community, nonprofit, or other entity that may elect to support a participant. Students' files will reflect financial aid relationships and provisions. Further, the program manager will communicate regularly with any sponsoring agency to gain their assistance in supporting a participant to complete training and enter employment.

APPLICATION AND INTAKE POLICIES AND PROCEDURES

Individuals seeking to receive training, support services, or other benefits through the WRTP must complete an official WRTP application. This application may be found and completed by:

- Go online to www.RebuildFlorida.gov to access the program application. A link to the program application will be on the Chipola College website.
- Visit the campus of Chipola College at 3094 Indian Circle in Marianna, Florida.
- Contact the program manager at Chipola College at (850) 526-2761.

To qualify for this program, an individual must:

- Be authorized to work in the United States
- Be at least 18 years of age
- Provide proof of identity

Qualifications will be certified by program staff prior to the commitment of training, job readiness, or other assistance to any participant.

Individuals are not guaranteed assistance, but will be served based on availability of funds, qualification for benefits, and priority to ensure compliance with the low and moderate income national objective.

Participant income will be verified before eligibility is determined for the WRTP. Low and moderate income (LMI) status is determined based on total household income and total household size. Income is calculated and verified using the following criteria:

Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

- Wages, salaries, tips, commissions, etc.;
- Self-employment income from own nonfarm business, including proprietorships and partnerships;
- Farm self-employment income;
- Interest, dividends, net rental income, or income from estates or trusts;
- Social Security or railroad retirement;
- Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs
- Retirement, survivor, or disability pensions; and
- Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony.

Certification requirements to receive assistance

All participants must agree to the following to receive assistance:

- Sign a release so that information provided by the participant can be shared with state and federal agencies and certain third parties in order to verify information given to the program. The participant and everyone 18 and older in the household are required to sign the release.

- Sign a fraud acknowledgement certifying that information provided by the participant applicant is true and correct, under penalty of law.
- Sign a subrogation agreement acknowledging that any overpayment of benefits will be subject to recapture.

Only completion and submission of the Rebuild Florida WRTP participant application, including the submission of all supporting documentation, will be considered as an individual's application for program services and benefits.

Any additional information or institution-specific forms utilized by Chipola College may be requested, but may not be required.

Chipola's Intake Process:
Chipola's intake process will include an intake recruitment interview. Assistance for Spanish-speaking individuals for whom English is a second language will be provided. Once applicant eligibility is determined, the applicant will begin the college admissions and enrollment process with the program manager for entry into the program. Admission to Chipola includes the TABE to ensure participant readiness for coursework. Should a Spanish language facilitator be necessary, an on-campus Chipola staff member fluent in Spanish will assist the applicant with the process (HUD/COMMERCE online application, LMI verification materials, Chipola enrollment process). Only information from the Rebuild Florida WRTP participant application, including supporting documentation, will be considered in determining the applicant's eligibility for program services and benefits.

Once enrollment is complete the program manager will arrange for the participant to tour the class and lab, meet with the instructor or dean, develop a course/daily schedule, and an anticipated start date. The participant and the program manager will review any last-minute items, answer questions, and if necessary, schedule the Spanish language staff member to ensure the participant's complete understanding and preparedness to begin training.

WRTP funds will pay students' tuition, fees, and required supplies regardless of income or employment status.

INCOME VERIFICATION POLICIES AND PROCEDURES

All grant activities funded with CDBG-DR funds will meet the national objectives to benefit low- and moderate- income persons; aid in prevention or elimination of slums or blight; and meet a need having particular urgency (referred to as urgent need). To meet this national objective, at least fifty-one (51) percent of participants served will meet low- and moderate-income requirements. To comply with the national objective, Chipola College will verify income for any individual applying for services through the WRTP.

Chipola's Income Verification Process:

Program participants will be screened by Chipola College staff with the goal of meeting the minimum fifty-one (51) percent LMI participant rate as defined by HUD. The program manager will maintain regular contact with CareerSource Chipola (regional workforce agency), Chipola Family Ministries, Goodwill, and the Jackson County adult education program to provide more avenues for reaching LMI individuals.

The following income sources will be considered:

a. Most recent tax returns (IRS 1040, 1040A or 1040EZ) signed and submitted; OR
b. Documentation of Income:
    1) Salary/Wage/Tips/Commissions, etc.: Last 3 months of pay stubs OR signed statement from employer stating wage and frequency of payment.
    2) Self-employment Income: IRS 1099, profit/loss statement, or ledger.
    3) Interest, Dividends: IRS 1099 DIV or account/holding statements.
    4) Benefits: Social security or disability, retirement, SSA, TANF, Veterans', alimony, pension or annuity current letter of benefits (should include benefit amount).
    5) Unemployment Income: current letter of benefits or printouts (should include benefit amount).
    6) Workers Compensation Income: letter of benefits from insurance company or court (should include benefit amount).
    7) Documentation of any other sources of income received regularly.

Additional income information identified will be verified with accompanying documents from the sources of income.

ELIGIBILITY SCREENING PROCESS AND DETERMINATION

Applications will be evaluated by the program manager. Only the information in the Rebuild Florida WRTP participant application, including supporting documentation, will be considered for determining eligibility for program services and benefits. Chipola College will make the determination on eligibility based on these program guidelines and subrecipient policies and procedures.

Basic Eligibility requirements

To qualify for this program, an individual must:

- Be authorized to work in the United States
- Be at least 18 years of age
- Provide proof of identity

Priority Schedule:

- Veterans and eligible spouses and dependents, in accordance with federal regulations
- Income (LMI applicants)

Eligibility Determination Process

The plan for implementing support services will follow current procedures and practices in place with Chipola College Student Affairs. When recruitment begins, college advisors and the program manager will ensure that the required application process is followed to quickly identify LMI participants. In addition to the college, the program partners will assist with recruitment and referrals. Partners include employers, the Jackson County adult education program, and nonprofit, civic, religious, and community organizations.

Participants will be identified and referred to program manager for assistance with completing the online application at www.RebuildFlorida.gov and submitting the appropriate income verification material for processing. The program manager, who will be housed on the college campus, will complete the intake information and begin an advisor relationship with the participant. As part of the participant screening process, the program manager and applicable college personnel will confer regularly to review applicant intake records, including identity, proof of age, and other eligibility criteria. Chipola College will maintain records verifying participant eligibility and compliance with other grant requirements.

Applicants whose files are determined to be ineligible will be sent a letter by the program director detailing the reason for the denial including:

- Reason for denial
- A clear explanation of how the denial complied with WRTP policy, the agreement and/or law
- Right to appeal (see Appeals Policies and Procedures)

Applicant status will be updated in the project database and appropriate log. Applicant files will be scanned and stored on the grant SharePoint site; the paper file will be retained.
Incomplete files will be returned to the program manager with a memo describing the deficiencies.

PRIORITIZATION (PRIORITY SCHEDULE)

Completed participant applications will be accepted and eligibility for services and benefits will be determined on a priority schedule.

1. Veterans and eligible veteran spouses and dependents will receive priority in accordance with federal regulations.

2. LMI Limited Clientele prioritization
   At least fifty-one (51) percent of individuals served must meet LMI requirements based on total household income and total household size for the program to meet the LMI national objective. Definitions provided in Section 102(a)(2) of the HCDA define the term “low- and moderate-income persons” as households and individuals whose incomes are no more than eighty (80) percent of the median income of the area involved.

   - Chipola College will prioritize applicants whose income meets LMI limits

Individuals are not guaranteed assistance, but will be served based on availability of funds, qualification for benefits, and priority, as applicable. Participant applications may be accepted and eligibility for services and benefits determined on a priority schedule to ensure compliance with the LMI national objective. Veterans and eligible spouses and dependents will receive priority in accordance with federal regulations.

LANGUAGE ACCESS POLICY

Chipola College will ensure that all required HUD CDBG-DR and program requirements are met regarding providing access to services in English and Spanish. The program application and related documents will also be available in Haitian Creole.

Access to Services

Chipola College has a strong case management system in place for program participants. This system includes an intake recruitment interview, skills and interest assessment, Test of Adult Basic Education (TABE) for course readiness, remedial coursework for low scoring participants, Spanish translation and assistance, including tutoring, for those who speak English as a second language, and continuous monitoring. Chipola's on-campus career center will provide job readiness and placement services for program participants.

Services will be available in both English and Spanish. Most speakers of a second language in the service area speak Spanish. Ms. Linda Morales, an employee in the college's social and behavioral sciences department, is fluent in Spanish and provides Spanish tutoring in the Academic Center for Excellence. Ms. Morales is available for translation services as needed. Ms. Morales will advise on the acquisition of Spanish language training and employment materials as appropriate to ensure participants are prepared to work in an English or multi-language environment. Program information and intake materials will also be provided in Haitian Creole.

Participants with limited English proficiency will complete an English to Speakers of Other Languages (ESOL) competency assessment. This assessment will ensure that individuals are prepared to participate in the training. The ESOL assessment will also ensure that participants can understand instructions so they can safely perform tasks when training at a job site or entering employment.

Training materials – such as the OSHA 10 Safety Certification – are available in Spanish online. The college will access these types of resources when needed.

REPORTING METHODOLOGY

Chipola College will provide COMMERCE with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports will include the current status and progress of Chipola College and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by COMMERCE, Chipola College will provide additional program updates or information.

The college will maintain accurate files and records of programmatic and financial reporting and will retain all pertinent documentation. Compliance will be maintained following the reporting requirements as outlined in the Agreement.

Programmatic Reporting Schedule

Report Name	Frequency	Due
Monthly Progress Report	Monthly	Ten (10) calendar days after the end of each month.
Quarterly Progress Report	Quarterly	By the 10th of every April, July, October and January.
Contract and Subcontract Activity Form	Biannually	April 15 and October 15.
Audit Compliance Certification Form	Yearly	Sixty (60) calendar days of the end of each fiscal year.
Section 3 Quarterly Reporting	Quarterly	By the 10th of each quarter (January 10, April 10, July 10, and October 10).

Federal Funding Accountability and Transparency Act (FFATA): Chipola College will comply with the requirements of 2 CFR Part 25 Universal Identifier and System for Award Management (SAM). Chipola College must have an active registration in SAM in accordance with 2 CFR Part 25, appendix A. Chipola College will also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

Monthly Progress Reports are to include the following items:

- Updated Project Budget;
- Updated Activity Work Plan;
- Updated Class Schedule;
- Public Outreach; and
- Additional reports upon request.

Quarterly Reports are to include the following items:

- Demographics (Race, Ethnicity, Age, Gender);
- Female head of household;
- Income level (Low and Moderate);
- Financial Data (Total Grant, Expenditures to Date, and Balance Remaining);
- Deliverable 1: Training and Career Services Delivery (Training Services, Completing Training,

Support Services, Career Services, Employed at Exit);
    - Enrollment in a training program;
    - Sign in sheets for Career Training, Support Services, and participant progress reports.
- Deliverable 2: Program Management and Oversight;
    - Applicant, Complaint, Appeals, and Assistance Logs.
- Deliverable 3: Program Administration;
    - Staff Timesheets;
    - Fair Housing Activity Report;
    - HUD-2516 Form.
- Issues or risks that have been faced with resolutions;
- Projected activities to be completed within the following quarter.

A Contract and Subcontract Activity form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_11712.PDF; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year to the COMMERCE Grant Manager. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

A copy of the **Audit Compliance Certification** form must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

Section 3 Quarterly Reporting Requirements: Reporting of labor hours for Section 3 projects will comply with 24 CFR § 75.25(a). Chipola College will report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers.

Chipola College will provide Section 3 Reporting quarterly to COMMERCE by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to COMMERCE.
For the **audit requirements** addressed in part II, paragraph 1, Chipola College ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

Audit Report Submissions:

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by part I of this form will be submitted, when required by 2 CFR § 200.512, by or on behalf of Chipola College directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and § 200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by part II of this form will be submitted by or on behalf of Chipola College directly to each of the following:
   a. COMMERCE at each of the following addresses:
      - Electronic copies (preferred): Audit@deo.myflorida.com
      - Paper (hard copy):
        Department Economic Opportunity
        MSC # 75, Caldwell Building
        107 East Madison Street
        Tallahassee, FL 32399-4126
   b. The Auditor General's Office at the following address:
      Auditor General
      Local Government Audits
      342 Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, FL 32399-1450

      The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by part III of this form will be submitted by or on behalf of Chipola College directly to:
   a. Electronic copies (preferred): Audit@deo.myflorida.com
   b. Paper (hard copy):
      Department Economic Opportunity
      MSC # 75, Caldwell Building
      107 East Madison Street
      Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted COMMERCE pursuant to this Agreement will be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Chipola College, when submitting financial reporting packages to COMMERCE for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the college in correspondence accompanying the reporting package.

COMPLAINTS AND GRIEVANCES POLICIES AND PROCEDURES

Citizen Complaints

The goal of COMMERCE is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal. Complaints and grievances, except complaints alleging unlawful discrimination, must be filed first with Chipola College. Chipola College will have policies and procedures relating to the process for appeals and will make these policies and procedures available to applicants and participants.

Chipola College will handle citizen complaints by:

a. Conducting investigations, as necessary;
b. Finding a resolution; or
c. Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

a. A program eligibility determination;
b. A program assistance award calculation; or
c. A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@deo.myflorida.com or by mail to the following address:

Florida Department of Economic Opportunity
Attention: Office of Long-Term Resiliency
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, FL 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or COMMERCE's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

Also, grant staff will:

- Accept, track, process, review, and respond to complaints and grievances.
- Log of complaints and grievances, including date received, case origin, participant or applicant name, case description, point of contact, status, resolution action, and resolution date.

If the complainant is not satisfied by the Chipola College's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the COMMERCE within thirty (30) days of the date of the denial letter at:

- U.S. Mail to:
  Florida Department of Economic Opportunity
  Attention: Office of Long-Term Resiliency
  107 East Madison Street
  The Caldwell Building, MSC 420
  Tallahassee, FL 32399
- Email to: cdbg-drappeals@deo.myflorida.com

Complaints or grievances relating to actions or decisions made by Commerce may be filed with COMMERCE. Any complaint or grievance filed with an inappropriate entity will be forwarded to the proper entity for action.

- Online complaint form is available on the Rebuild Florida website at: http://rebuildflorida.gov
- U.S. Mail to:
  Florida Department of Economic Opportunity
  Attention: Rebuild Florida Constituent Services
  107 East Madison Street
  Caldwell Building, MSC 400
  Tallahassee, FL 32399
- Email to: cms@deo.myflorida.com

APPEALS

Appeals may be filed only upon the deliverance of an adverse program decision regarding eligibility, benefits, or closure of an application, and only within the parameters set by the appeals procedure. Participants may not appeal program policy. If an individual is denied program services or benefits and desires to appeal, the individual should first file the appeal with Chipola College WRTP staff that made the initial eligibility decision.

An appeal initiated by a participant or participant applicant with COMMERCE will follow written appeal procedures, which may include, but may not be limited to, informal hearings, third-party review or administrative review. Individuals may contact COMMERCE for more information on the appeal procedure.

If, after following the Chipola College's appeal procedure, an individual wishes to appeal the final determination by the Chipola College WRTP staff to COMMERCE, an appeal may be filed with COMMERCE as follows:

1. All appeal letters must be submitted in writing within thirty (30) days of the date of the denial letter via:
   a. U.S. Mail to:
      Florida Department of Economic Opportunity
      Attention: Office of Long-Term Resiliency
      107 East Madison Street
      The Caldwell Building, MSC 420
      Tallahassee, FL 32399
   b. Email to: cdbg-drappeals@deo.myflorida.com

2. All appeal letters must include:
   a. Reason for appeal;
   b. A clear explanation why the denial was contrary to applicable laws or regulations or in some other way inequitable;
   c. Reason why individual is believed to be eligible for the service or benefit that was denied, delayed, reduced, modified, or terminated;
   d. Proposed remedy sought by the individual;
   e. Name, contact address, and contact telephone number of individual filing appeal; and
   f. Signature and date.

Log of Appeals

A log will be maintained by the program manager and used to track appeals. The log will include the following items:

- Date received;
- Participant or applicant name;
- Appeal description;

- Point of contact;
- Status;
- Determination on appeal;
- Determination date.

DETECTION AND PREVENTION OF FRAUD, WASTE AND ABUSE

Chipola College is committed to aggressively detecting and eradicating fraud, waste, and abuse to ensure that grant administered programs provide services effectively and efficiently and that taxpayer funds are protected. Each employee, provider, vendor, contractor, consultant, partner, citizen, and applicant have a role and responsibility to ensure that service delivery complies with local, state, and federal laws and policies and that any incidents are reported immediately for investigation and resolution.

Chipola College will investigate all allegations regarding eligibility, disbursement of funds, or any other allegations of fraud or noncompliance. Where appropriate, Chipola College will assist federal, state, and local agencies in investigations.

Chipola's Antifraud Policy (#1.006 – Antifraud):

The District Board of Trustees will not tolerate fraud or the concealment of fraud.

I. This policy applies to any fraud, suspected or observed, involving College employees, outside support organizations, vendors, contractors, volunteers, outside agencies doing business with the College and any other persons or parties in a position to commit fraud on the College.

II. Fraud includes, but is not limited to, knowingly misrepresenting the truth or concealment of a material fact in order to personally benefit or to induce another to act to his/her detriment.

Actions constituting fraud include but are not limited to

A. Falsifying or unauthorized altering of College documents.

B. Accepting or offering a bribe, gifts or other favors under circumstances that indicate that the gift or favor was intended to influence an employee's decision-making.

C. Disclosing to other persons the purchasing/bidding activities engaged in, or contemplated by the College in order to give any entity, person or business an unfair advantage in the bid process.

D. Causing the College to pay excessive prices or fees where justification is not documented.

E. Unauthorized destruction, theft, tampering or removal of records, furniture, fixtures or equipment.

F. Using College equipment or work time for any outside private business activity.

III. Any perceived fraud that is detected or suspected by any staff member or other person must be reported immediately to Human Resources for guidance as to whether pursuit of an investigation is warranted. Any investigation required shall be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship. Investigations must be conducted in a confidential manner.

IV. Persons wishing to remain anonymous may use the Ethics and Compliance Hotline to report detected or suspected fraud.

V. Violation of this policy may result in disciplinary action, termination of employment, termination of contract or legal action.

Additionally, any complaints or allegations of fraud, waste, abuse, or noncompliance reported to Chipola College involving WRTP participants or funds will be reported by the Chipola College WRTP staff to the COMMERCE Office of Inspector General.

Instances of suspected fraud, waste, and abuse should be reported by contacting Constituent Management Services staff:

- Via online form at floridajobs.org/rebuildflorida/report. All contact information fields are optional to allow for anonymity.
- Via e-mail to cdbg- dr_antifraudwasteabuse@deo.myflorida.com.

All suspected cases of fraud will be taken seriously, and complaints will be reported to OLTR's Compliance and Reporting Manager and COMMERCE's Office of the Inspector General at OIG@deo.myflorida.com. If COMMERCE's OIG determines that it is appropriate, it will coordinate its investigation with agencies such as the Florida Office of the Inspector General, the Florida Office of the Attorney General, or the Florida Department of Business and Professional Regulation.

All substantiated cases of fraud, waste, or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov) and COMMERCE's HUD Community Planning and Development (CPD) Representative. OLTR must provide a timely response within fifteen (15) working days of the receipt of a complaint, as stated in 84 FR 169.

EXHIBIT A

CHIPOLA COLLEGE
Marianna, Florida

College Administrative Procedures

CAP #5.1	PURCHASING	Revision Date:	2026-10-15

I. General Statements

A. The President or designee shall be authorized to approve the purchase of services or commodities not requiring formal bids as defined by Board Policy 5.160.

B. All purchases shall be done via a purchase order, check request, College credit card, or College purchasing card processed through the Business Office.

C. Payment for unauthorized purchases shall be the sole responsibility of the person placing the order.

II. Purchase Orders

A. Only official college purchase orders (PO) obtained from the business office are allowed to be used to place orders with vendors.

B. Appropriate signatures (i.e. person requesting and authorized administrator) must be obtained on purchase orders before being processed by the business office.

C. Purchase orders become official obligations of the College only when a PO number has been assigned by the business office.

D. After PO number has been assigned the original (white) copy will be mailed to the vendor directly from the business office unless a fax number or other note has been placed on the PO requesting the PO be returned to the originating department. When a fax number is typed or written on the PO business office personnel will return PO to original department for transmittal to vendor.

E. Blanket purchase orders (i.e. POs without specific detailed item descriptions and amounts listed) are allowed when services or supplies are required with some degree of regularity but the exact items or quantities are not easily determined.

III. Check Request

A. Purchase by check request is allowed when payment must accompany the order (e.g. registrations, institutional memberships, renewal of subscriptions, etc.)

B. Payment by check request is also allowed for satisfying recurring obligations such as utility bills, insurance premiums, etc.

C. Appropriate signatures (i.e. person requesting and authorized administrator) must be obtained on check request before being processed by the business office.

IV. Credit Card and Purchasing Card (P Card)

A. Purchases by College credit card or P Card check must be done in accordance with Board Policy 5.161.

V. Bidding and Quotes

A. At least three formal bids shall be obtained for purchases in excess of amounts specified in Board Policy 5.160 (1)(A.). The three-bid requirement is waived for items listed as exceptions in Florida State Board of Education (SBE) Administrative Rule 6A-14.0734(2)

B. Written quotes (hard copy, email, fax, etc.) from three (3) sources for purchases in excess of $15,000 but less than amounts referenced in Board Policy 5.160 (1)(A) (i.e. $65,000) are recommended.

C. The President or designee may waive the process of obtaining quotes for purchases less than $65,000 from a sole source provider or when competition is limited. The President or designee may also waive the process of obtaining quotes when a service is to be performed in which the provider is deemed to have unique skills that are deemed most beneficial to the College. The President or designee may also waive the requirement for quotes when a specific product (including brand) is deemed most beneficial to the College.

VI. Vendor Suspension and Debarment Screening

A. Prior to authorizing any new vendor, and before any purchase of $25,000 or more using federal funds, the responsible procurement staff member and the Business Office must verify at www.sam.gov and MyFloridaMarketPlace that the vendor and its principals are not suspended, debarred, or otherwise excluded from covered transactions (2 CFR § 200.214). For purchases using state funds, the vendor must also be verified annually against the Florida Suspended Vendor List (Section 287.1351, F.S.); a listed vendor may not be awarded a purchase order or contract until removed. If a vendor is found excluded, debarred, or suspended, the purchase must not proceed; the Business Office shall notify appropriate staff to identify an alternate vendor, and screening documentation must be attached to the purchase order, check request, or Capital Purchase Authorization form and retained in the purchasing file for at least three years.

Date: Revised and Approved by Executive Council October 2026

Reference: Policy 5.160; 2 CFR § 200.214; Section 287.1351, Florida Statutes

CHIPOLA COLLEGE

TITLE:	NUMBER:
5.160 Purchasing	5.160
AUTHORITY:	**PAGE:**
240.319 FS; 287.017 FS; 6A.14.0734 FAC	1 of 1
DATE ADOPTED:	
9/1997; 9/16/2008; 2/21/2017	

POLICY:

I. Purchases requiring District Board of Trustees approval:

A. The District Board of Trustees shall request bids from at least three sources, or solicit a request for proposals as defined in Section 287.012(16) Florida Statutes, when purchasing services or commodities exceeding the amount specified in Section 287.017, Florida Statutes for Category Three.

B. The three-bid requirement is waived for those items listed as exceptions in Florida State Board of Education (SBE) Administrative Rule 6A-14.0734(2).

C. The District Board of Trustees may reject bids or proposals and request new bids or proposals.

D. When accepting bids or proposals, the Board shall accept the lowest or best bid or proposal. If other than the lowest bid or best proposal meeting specifications is accepted, the Board shall enter the justification in its minutes.

E. All purchased in excess of the amount as specified in Category Three, Florida Statute 287.017, shall be approved by the Board.

II. Purchases not requiring District Board of Trustees approval:

A. The President or the President's designee is authorized to approve the purchase of services or commodities not exceeding the amount as specified in Section 287.017 for Category Three, in accordance with procedures established by the President.

6A-14.0734 Procurement Requirements.

(1) Colleges shall, as the circumstances require, publicly solicit the submittal of competitive offers from at least three (3) sources, when purchasing services or commodities exceeding the amount as specified in Section 287.017, Florida Statutes, for Category Two.

Solicitations of competitive offers are defined as:

(a) "Competitive sealed bids", "competitive sealed proposals" or "competitive sealed replies", means the process of receiving competitive offers transmitted by secured electronic means or written bids, proposals, or replies.

(b) "Competitive solicitations" or "solicitations" means an invitation to bid, a request for proposal, request for quote, or an invitation to negotiate.

Boards of trustees may adopt smaller amounts beyond which to require the solicitation of competitive offers. The college president or designee reserves the right to reject any or all offers submitted in response to the college's solicitation, and/or solicit new offers as deemed in the college's best interest. When accepting responsive offers to the college's solicitations, colleges shall accept the lowest or best responsive offer. If other than the lowest or best offer meeting specifications is accepted, the college shall maintain a public record of the justification. Recommendation for awards not exceeding the Category Five threshold as specified in Section 287.017, Florida Statutes, may be approved or rejected by the president or a designee if such authority is delegated in policy adopted by the board of trustees. Recommendation for awards exceeding the Category Five threshold as specified in Section 287.017, Florida Statutes, shall be approved or rejected by the board of trustees.

(2) Exceptions to the requirement to solicit competitive offers are:

(a) Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audio-visual materials, graphic and computer based instructional software.

(b) Library books, reference books, periodicals, and other library materials and supplies.

(c) Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or non-profit buying cooperatives.

(d) Food.

(e) Services or commodities available only from a single or sole source.

(f) Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.

(g) Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

(h) Single source procurements for purposes of economy or efficiency in standardization of materials or equipment.

(i) Items for resale.

(3) The college president or designee, may waive solicitation requirements in emergencies when there is an imminent threat to students, employees, or public safety or in cases when necessary to prevent damage to the facilities caused by an unexpected circumstance in accordance with rules established by the local board of trustees.

(4) When a board of trustees solicits the submittal of competitive offers and only one responsive offer is submitted, the college may purchase such products or service under the best terms it can negotiate.

Specific Authority 946.519, 1001.02(1), (9), 1001.65 FS. Law Implemented 1001.02(9), 1010.01, 1010.02 FS. History–Formerly 6A-8.121, Repromulgated 12-19-74, Amended 12-26-77, 6-12-83, 6-27-85, Formerly 6A-14.734, Amended 9-30-86, 11-12-91, 12-18-94, 6-18-96, 2-10-99, 7-20-04.

EXHIBIT D

CHIPOLA COLLEGE
Marianna, Florida

College Administrative Procedures

CAP # 1.2	Network, Internet and Lab Acceptable Use	Revision Date:	July 2006

Employee: Please read both pages, complete the second page and forward the original to Information Systems, Building A, Suite 122, ATTN: Help Desk.

I. Definition: Purpose of Network

The purpose of the Chipola College (CC) computer network is to support the mission and goals of Chipola College by enhancing both internal and external communication and providing access to a wide range of information sources including the Internet. Use of the CC network and the Internet is a privilege, not a right. To maintain this privilege, users of the network, Internet and labs are responsible for following both the letter and the spirit of this acceptable use policy in order to maintain a usable computing environment for all users.

II. Authorized Users

The CC network is for the exclusive use of full- and part-time faculty, currently enrolled students, and full- and part-time staff of Chipola College. A current, valid student I.D. may be required to gain access to certain facilities. Community members may be given limited access to certain facilities for a fee. Chipola College retirees may be granted access to certain facilities as well.

1. Access numbers, I.D.s or accounts on computing systems will be provided to students, faculty, and staff of the college according to the procedures outlined below. Access to these systems is granted solely for the pursuit of scholarly activity and/or other activities related directly to the mission of the college. Access to these systems is granted subject to adherence to generally accepted ethics. Unapproved or unethical use of such access may be grounds for revocation of this access. All requests for access numbers, I.D.s, and accounts will be maintained on file.

2. Access to computing systems for students will be granted for the duration of an academic term. At the beginning of the succeeding term, all student accounts and associated data and program files associated with these accounts will be purged. Prior to purging any accounts, a complete backup of the affected data and program files will be performed. Dormant accounts will be subject to purge. Periodic monitoring of system and storage use may be performed to identify abnormal use patterns. Exceptions to this policy are handled on a case-by-case basis.

3. Access to computing systems for faculty and staff will be granted for the duration of the faculty or staff member's employment and will be removed when employment is terminated. Periodic monitoring of system and storage use may be performed to identify dormant accounts as candidates for removal from the system.

4. Authorized personnel within a department may request user I.D.s and sign-ons for student employees. However, the authorized individual will be responsible for verifying that the student employee's access level is no greater than the minimum required to perform the duties of the position.

5. All computer accounts will be password protected and holders of these accounts are advised to change passwords when they first receive the account and on a frequent basis thereafter. A password may be reset with appropriate authorization and/or authentication.

III. Definition of Privileges

1. Network users have access to those resources and services on the network and through the Internet or other online services that are appropriate and/or are necessary to their job function or course of study.

2. At Chipola College, the user is free to pursue knowledge in areas which he or she has special training and preparation and to convey that knowledge to others. Among employees and associates of the college there must be no attempted intimidation by word or deed of those with differing views and methods when they are consistent with professional ethics.

3. E-mail communications, documents, or other materials resident on the network are the property of Chipola College and the college retains the right to review these communications or materials. The network administrator may delete any information which violates the college's standards.

IV. Definition of Responsibility

1. **Network etiquette** –All users of the network, Internet or other online services are expected to abide by generally accepted rules of network etiquette and the general policies of the College. Use of other organizations' networks or online services through the CC network must comply with the rules for that network.

2. **Security** – All individual computer accounts (sign-ons) are for the use of a single individual, the person for whom the account was approved. Users of the network, Internet or other online services are responsible for protecting the security of the network by keeping passwords confidential, not using another user's account nor loaning accounts, and reporting any security problems to the network administrator.

3. **Prohibited uses** –The college does not condone illegal, abusive, or wasteful use of any public resources, including computers and video, voice, and/or data networks. In that sense, information technologies are no different from any other college resource. Use of the network or the Internet or other online services in violation of local, state or federal law or regulations, or Policy and Procedure is prohibited. Prohibited

use includes, but is not limited to, copyright infringement, fraud, forgery, harassment, slander, or disruption of service. Laws and regulations relevant to prohibited uses include the following:

- Florida computer crimes statute (FS 815)
- statutes prohibiting trafficking in child pornography
- statutes and standards prohibiting sexual harassment in the work place
- laws and rules against use of state resources for private purposes
- acceptable use standards for any network used (e.g. Internet service providers, Freenets, etc.)

a. Use of the network or the Internet or other online services for commercial, political or other personal use not related to the support of the mission and goals of Chipola College is prohibited.
b. Providing direct hypertext links on a college Web site to potentially offensive materials (e.g. sexually explicit displays, web sites that are overtly racist, etc.), even though the sources themselves are not a part of the college information resources environment, is prohibited
c. Use of information technologies to create and/or abet a situation of sexual harassment is prohibited.
d. Attempting to circumvent established security procedures or obtain access to privileges to which a user is not entitled is prohibited.
e. Unauthorized access, alteration or destruction of another user's data or programs is prohibited.
f. Installing or downloading software to the local hard drive of a workstation without authorization is prohibited.
g. Any unauthorized, deliberate action which intentionally damages or disrupts a computing system, alters its normal performance, or causes it to malfunction is a violation regardless of system location or time duration.
h. Viewing sexually explicit material is prohibited.

V. Disclaimers

Chipola College does NOT warrant that the functions of this system will meet any specific requirements users may have nor that it will be error free or uninterrupted. Nor shall it be liable for any indirect, incidental or consequential damages (including lost data, information or profits) sustained or incurred in connection with the use, operation or inability to use the system.

Internet and other online access is provided by the Chipola College network. However, the college has no control over the content of the Internet or other online services, some of which may be deemed controversial or offensive by the individual user. Chipola College specifically disclaims any warranty as to the information's accuracy, authoritativeness, timeliness, usefulness or fitness for a particular purpose. Chipola College shall have no liability for any direct, indirect or consequential damages related to the use of the information contained on the Internet or other online services. If such an event should occur, this organization will fully comply with the authorities to provide any information necessary for the litigation process.

VI. Penalties for Violation of Policy

Failure to abide by the Network, Internet and Lab Use Acceptable Use Policy, can result in immediate loss of network privileges, including deletion of user accounts and/or other disciplinary or legal action.

I understand and will abide by the above terms and conditions for use of these facilities and services. If the propriety of any situation is unclear, I will ask for clarification from the network administrator rather than making any assumptions.

Last Name (UPPERCASE) _____
First Name (UPPERCASE) _____

Social Security # XXX - XX - ____

Department Contact Name: _____

Phone Number: _____

Signature _____ ***Date*** _____

Please mark the appropriate employing agency, classification, department:

Student ☐ ***Employee:*** ***CHIPOLA*** ☐ ***FSU*** ☐ ***TROY*** ☐ ***UWF*** ☐ ***UF*** ☐ ***OTHER*** ☐ _____ ***Community User*** ☐

As: ***Administration*** ☐ ***Faculty*** ☐ ***Career Service*** ☐ ***OPS*** ☐ ***Adjunct*** ☐ ***(For adjunct faculty, the gray section below should be completed by your supervisor.)***

Dept: _____ ***Bldg/Room #:*** _____ ***Office Phone:*** _____

DEPARTMENT SUPERVISOR USE

INFORMATION PERTAINING TO ADJUNCT INSTRUCTORS:
Adjunct instructors are part-time, temporary employees, non-Career Service. A network account is created for an adjunct based on this form's submission to Information Systems. An adjunct's network account is enabled on a term-by-term basis. Each supervisor must authorize an adjunct's network account to be extended to the next term. An e-mail account for an adjunct will be created when the department supervisor requests it.

CREATE E-MAIL ACCOUNT FOR ADJUNCT: ____ ***YES*** ____ ***NO***

DEPARTMENT SUPERVISOR'S SIGNATURE: _____