

CHIPOLA COLLEGE

Marianna, Florida

CDBG-DR HAZARD MITIGATION GRANT PROGRAM (HMGP) MATCH

Policies & Procedures Manual

Agreement Number: M0160

Revised: March 13, 2026

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INTRODUCTION

The Chipola College CDBG-DR Hazard Mitigation Grant Program (HMGP) Match project (Agreement M0160) provides CDBG-DR funds to serve as the required local cost-share or local match in the amount of \$978,974.25 for the Hazard Mitigation Grant Program (HMGP) Agreement executed by Chipola College with the Florida Division of Emergency Management (FDEM). The CDBG-DR funds available under Agreement M0160 are a subaward of the Florida Department of Commerce's Federal award to assist Chipola College in recovering from the impacts of Hurricane Michael.

Chipola College's M0160 project is designed to support hurricane-resilient construction and infrastructure improvements as described in the Scope of Work (Attachment A) to the Subrecipient Agreement. The use of these CDBG-DR funds must be in strict accordance with all requirements imposed by Federal statutes, regulations, and the terms and conditions of the Florida Department of Commerce's Federal award, including but not limited to 24 CFR Part 570, 2 CFR Part 200, and all applicable Federal Register Notices and State of Florida Action Plan requirements.

The Chipola M0160 project adheres to the requirements of Subrecipient Agreement M0160, the Chipola College CDBG-DR HMGP Procurement Plan (April 12, 2023), the Chipola College Grants Handbook, Florida Department of Commerce (Commerce) CDBG-DR guidelines, applicable Federal regulations, Commerce policies, HUD's Buying Right: CDBG-DR and Procurement – A Guide to Recovery (September 2017), and the Florida Department of Commerce CDBG-MIT Procurement guidance. This Policies and Procedures Manual is available to program staff and the general public and may be accessed on the Chipola College website.

Any changes to the project, staffing plan, time frame, or scope of work are subject to Commerce approval and must be submitted in writing to the Commerce Grant Manager at least sixty (60) calendar days before the proposed effective date.

Chipola College will provide M0160 staff and contracted staff with information and training on relevant program requirements, policies and procedures, and changes communicated by Commerce or HUD as they are released or during periodic scheduled monitoring.

VERSION POLICY AND CHANGE POLICY

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

Date	Update Description
4/13/2026	Revision 1.0 – Initial document created for Agreement M0160, incorporating Chipola College CDBG-DR HMGP Procurement Plan (4/12/2023), HUD Buying Right: CDBG-DR and Procurement Guide (September 2017), Florida Department of Commerce CDBG-MIT Procurement guidance, and Chipola College Grants Handbook

Manual Change Process:

- Draft manual update.
- Submit to Director 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.
 - Verify the update was made on the website.

PROCUREMENT POLICIES AND PROCEDURES

These procedures serve as guidelines for the procurement of supplies, equipment, construction services, and professional services for the Chipola College CDBG-DR Hazard Mitigation Grant Program Match project (M0160). These guidelines meet state requirements and the standards established in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards) and are consistent with the Chipola College CDBG-DR HMGP Procurement Plan (April 12, 2023), the Chipola College Grants Handbook, HUD's Buying Right: CDBG-DR and Procurement – A Guide to Recovery (September 2017), and the Florida Department of Commerce CDBG-MIT Procurement guidance.

A Procurement Policies and Procedures Manual must be in place prior to soliciting bids or pricing, incurring costs, and entering into any contracts. All procurement must ensure full and open competition, be consistent with applicable federal and state requirements, and be documented at every step from identification of need through final payment.

Code of Conduct

Chipola College maintains written 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), Chipola will maintain written standards of conduct covering organizational 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, specifications, requirements, statements of work, or invitations for bids/requests for proposals must be excluded from competing for such procurements (2 CFR 200.319(a)).

Chipola College employees are prohibited from accepting anything of value from any contractor, firm, potential contractor, or party to a sub-agreement — including 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 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 responsible for procurement of services, supplies, equipment, or construction obtained with CDBG-DR 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.

Chipola College will take affirmative steps to assure that small and minority firms, women's business enterprises (WBE), and labor surplus area firms are solicited whenever they are potential qualified sources. Chipola College will also consider the feasibility of dividing total requirements into smaller tasks or quantities 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 to qualify to do business. The college encourage or participate in noncompetitive practices among firms. Chipola College 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 and 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 shall be made using one of the following methods depending on the type of service to be procured. Note: If Chipola's local procurement policy is more restrictive than federal thresholds, the more restrictive policy applies.

Procurement Type	Dollar Threshold	Solicitation Method	Key Requirements
Micro-Purchase	Under \$10,000 (under \$2,000 for Davis-Bacon construction)	No solicitation required	Price reasonableness must be documented; distribute equitably among qualified suppliers; may use purchasing card
Small Purchase	\$10,000 – \$250,000 (Simplified Acquisition Threshold)	Written quotations (minimum 3)	Obtain written price or rate quotations from an adequate number of qualified sources; can be obtained by email, catalog, price list; selection made principally on price
Sealed Bid (Formal Advertising)	All construction contracts; goods/designed items >\$250,000	Public advertisement; firm fixed-price contract	Preferred for construction; award to lowest responsive, responsible bidder; bids opened publicly at stated time/place; fixed price must be guaranteed and cannot increase without a scope-changing amendment
Competitive Proposals (RFP/RFQ)	Professional/multi-task services >\$250,000; designed items when sealed bid not appropriate	Published RFP/RFQ	Award to most advantageous proposal considering price and other factors; evaluation criteria stated in advance; at least 3 firms solicited for A/E services
Non-Competitive / Sole Source	No threshold — only when other methods are not feasible	Single-source solicitation	Allowed only in specific circumstances; requires prior written authorization from HUD/Commerce; full cost analysis required

Micro-Purchases (Under \$10,000)

Micro-purchases are acquisitions of supplies or services where the aggregate amount does not exceed \$10,000 (or \$2,000 for construction subject to Davis-Bacon). Micro-purchases may be awarded without soliciting competitive quotations if Chipola College considers the price to be reasonable. To the extent practicable, micro-purchases must be distributed equitably among qualified suppliers. Price reasonableness must be documented. Chipola College may use a purchasing card for micro-purchases.

NOTE: Taking larger services and breaking them into smaller pieces so they qualify under the micro-purchase threshold is NOT an allowable procurement practice.

Small Purchases (\$10,000 – \$250,000)

Small purchase procedures are relatively simple and informal procurement procedures for securing services, supplies, or other property that will not cost in the aggregate more than the Simplified Acquisition Threshold (\$250,000), except where further limited by state law or Disaster Recovery CDBG policy. The procurement officer must obtain a minimum of three (3) written price or rate quotations from qualified sources. Quotations may be obtained informally (email, catalog, price list, etc.). Documentation on all quotations received will be made a part of the procurement file. Selections will be made principally on price. Payment will be made upon delivery or completion.

Competitive Sealed Bids / Formal Advertising (Preferred for Construction)

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. Sealed bids are the preferred method for procuring construction services.

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 and may also be posted on Chipola's website, trade journals, newsletters, and clearinghouses.
- The advertisement for bids, including specifications and pertinent attachments, will clearly define the items or services needed in order for the bidders to properly respond. Specifications must include a detailed description of the scope of work including designs, technical requirements, plans, permitting, and related construction conditions. Davis-Bacon Wage Determinations, Section 3, MBE/WBE, and bonding/insurance requirements must be included.
- Chipola College will prepare an independent cost estimate BEFORE receiving bids. The estimate must be completed prior to receipt of bids and must be independent of the bidders.
- A pre-bid conference (mandatory or optional) may be held. All addenda must be acknowledged by contractors by signature or inclusion of the addendum in the bid submittal package.
- All bids will be opened publicly at the time and place specified in the advertisement for bids. All submittals will be date and time stamped.
- 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 the low bid when prior experience indicates that such discounts are generally taken.
- Any or all bids may be rejected if there is a sound, documented reason.

Fixed-Price Contract Requirement: 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.

NOTE: Environmental assessment (per 24 CFR Part 58) is required prior to beginning construction with CDBG-DR funds and must be completed before contract award.

Competitive Negotiation: Requests for Proposals / Qualification Statements

The method of competitive negotiation will be used for the procurement of professional services, multi-task services, and designed items when sealed bidding is not appropriate. The following requirements apply:

- Requests for Proposals will be publicized and identify all evaluation factors and their relative importance. Proposals will be solicited from an adequate number of qualified sources.
- 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 even 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 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 offeror 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 (10) 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 (3) 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 ensure 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 involves solicitation 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 HUD or the Florida Department of Commerce. 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 methods of procurement.
- After solicitation of a number of sources, competition is determined to be inadequate.

In all cases of sole-source or noncompetitive procurement, Chipola College must: (1) document in writing the circumstances justifying the use of noncompetitive negotiation; (2) prepare a full cost analysis; (3) obtain prior written approval from Commerce/HUD; and (4) prepare a scope of work and RFP even when offering to a single vendor. The determination to enter into a Sole Source or Single Source Contract will be included in the Procurement Record.

NOTE: Even under non-competitive procurement, the competition requirements of 2 CFR 200.319 still apply: no contractor involved in drafting RFP documents may submit a proposal, conflicts of interest must be avoided, and geographical preferences are prohibited.

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 designated point of contact regarding a procurement, they will be referred immediately to that 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

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 person knows, 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, 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 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:

Requests for review by the college manager must be submitted in writing within ten (10) days of the decision, setting forth the grievance. The college manager will review the request and issue a final determination.

Contract Pricing

All contracts must be awarded at fair and reasonable prices. Chipola College will perform a cost or price analysis in connection with every procurement action, including contract modifications, in excess of the Simplified Acquisition Threshold (\$250,000). The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, Chipola 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 2 CFR Part 200. 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.

Independent Cost Estimate and Cost/Price Analysis

Chipola College will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$250,000), including contract modifications and change

orders (2 CFR 200.324). Failure to prepare independent cost estimates and failure to document cost/price analysis are the most common audit findings for CDBG-DR subrecipients.

The independent cost estimate or price analysis must be:

- Completed PRIOR to receipt of bids or review of proposals.
- Independent — independent from the bidders. The bids received cannot serve as the independent cost estimate.
- Documented and maintained in the procurement file.

The independent analysis may be performed by Chipola College grantee staff, a third-party consultant (specification writer, architect, grant administrator, etc.), or examination of existing price lists and product catalogs. For construction, the estimate must include a defined specification with estimated line-item costs and a Price Analysis Worksheet. For professional services, the estimate must include an Estimated Cost and Price Worksheet with professional classifications, hourly rates, and estimated hours. Chipola College may use the Sample Cost Analysis guidance and worksheets available on the Florida Commerce, Office of Long-Term Resiliency website.

Cost analysis is required when: evaluating competitive proposals; using sole source or non-competitive procurement; only one bid is received; negotiating modifications that affect price; terminating a contract; or awarding a cost-reimbursement contract. Cost and price analysis is also required for all contract modifications and change orders, regardless of whether the original procurement complied.

NOTE: Failure to prepare independent cost estimates PRIOR to receiving bids or proposals is a common audit finding. Planning to use the bids to establish the estimate is unacceptable. The estimate must be prepared before bids are received and must be independent of the bidders.

Prohibited Practices

The following practices are strictly prohibited when using CDBG-DR funds:

- Cost Plus Percentage of Cost (CPPC) contracting — never allowed for any CDBG-DR procurement, including amendments.
- Time and Materials (T&M) contracts unless no other contract type is suitable AND the contract includes a ceiling price the contractor exceeds at its own risk.
- Using bids received to establish the independent cost estimate.
- Failure to conduct and document cost/price analysis for procurements exceeding the Simplified Acquisition Threshold, including modifications.
- Splitting purchases to avoid competitive procurement thresholds.
- Restricting or eliminating competition through unreasonable requirements or non-competitive specifications.
- Using geographic preferences in bid evaluations (except where Federally mandated).
- Awarding contracts to debarred or suspended entities.
- Extending the scope of work through a contract amendment in a manner that is material and substantial without re-competing the procurement.

Procurement Records

Chipola College will maintain records sufficient to detail the history of every procurement. These records will include, but are not limited to:

- Rationale for the method of procurement selected.
- 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.
- Independent cost estimate or price analysis (completed before receipt of bids/proposals).
- Solicitation documents (IFB, RFP, RFQ) and all addenda.
- Documentation of advertising and public notice.
- Affirmative steps taken to include MBE/WBE/labor surplus area firms.
- Documentation of bids/proposals received (date/time stamped).
- Bid tabulation and evaluation documentation.
- Written notification to unsuccessful offerors within ten (10) working days of contract award.
- SAM.gov debarment check results for contractor and subcontractors; debarment certification.
- Basis for contractor selection or rejection.
- Basis for the contract price.
- Executed contract and all amendments/change orders.
- For each amendment containing material changes (scope, performance period, price, price ceiling, etc.): a written justification included in the Procurement Record.
- For emergency selection or sole/single source contracts: written determination included in the Procurement Record.
- New cost/price analysis for each contract modification or change order.
- Contracts register (vendors, procurement type, funding source, amounts, descriptions).
- Summary of change orders by contract.
- Invoices, pay requests, inspection reports, and payment records.

Records must be retained for a minimum of three (3) years from the date of final closeout of the CDBG-DR award or as otherwise required by applicable State or Federal law.

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 subject to Section 3:

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 shall describe the Section 3 preference, shall 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 shall 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.

Section 3 Quarterly Reporting requirements are detailed in the Reporting Methodology section of this manual.

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 (2 CFR 200.321).

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, the Minority Business Development Agency of the Department of Commerce, and the Florida Office of Supplier Diversity.
- 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 (\$250,000), 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 2 CFR Part 200.

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. 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.

Specific examples of segregation of duties include:

- 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 ACG Coordinator will perform independent budget verification prior to any purchase being authorized.
- No single employee will control all aspects of a financial transaction.

Responsible Contractors

Contracts will be awarded only to responsible contractors who possess the potential 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. Chipola College will verify through SAM.gov (sam.gov) that all proposed contractors and subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from Federal participation prior to entering into any contract. Debarment certification must be obtained from each contractor and maintained in the procurement file.

Pre-Qualified Pool (PQP) of Vendors

When Chipola College develops a pre-qualified pool of vendors, the list of qualified firms must be current (updated at least annually) and be open to any interested firm to apply for placement on the list. The requirements for pre-qualification cannot be unnecessarily restrictive or designed to limit competition. Chipola College will not preclude potential bidders from qualifying during the solicitation period.

No In-State or Local Geographical Preferences

Chipola College will not use geographic preferences in the evaluation of bids or proposals, except where federally mandated by applicable licensing requirements (2 CFR 200.319(b)). The geographic location of a bidder or offeror will not be used as a criterion in evaluating bids or proposals.

Bonding Requirements

For construction or facility improvement contracts and subcontracts exceeding \$150,000, Chipola College will require the following bonds in accordance with 2 CFR 200.325:

- Bid Guarantee Bond: 5% of the bid price, in the form of a bond, certified check, or other negotiable instrument.
- Performance Bond: 100% of the contract price.

- Payment Bond: 100% of the contract price.

NOTE: If Chipola's local procurement policy or state law requires higher bonding percentages, the more restrictive requirement applies.

Personally Identifiable Information, Propriety, and Copyrighted Materials

Chipola College will protect all personally identifiable information (PII) related to program activities in accordance with applicable Federal and State laws. Proprietary information submitted by vendors in procurement actions will be treated as confidential to the extent permitted by law. Copyrighted materials procured under this Agreement must be properly licensed for intended use.

Accessibility

All procurement documents, notices, and communications will be made available in accessible formats to individuals with disabilities. Chipola College will comply with Section 504 of the Rehabilitation Act, Section 508 (electronic and information technology accessibility), and the Americans with Disabilities Act (ADA) in all program activities, including procurement.

Required Language in Contracts Supported by Federal Funds

All contracts funded with CDBG-DR Federal funds must include applicable contract provisions as required by 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Required contract provisions include:

- Notice of use of Federal agency funds; specific period of performance; scope of work; and a "not to exceed" amount for funds.
- For contracts >\$250,000: Administrative, contractual, or legal remedies for contractor breaches, with sanctions and penalties.
- For contracts >\$10,000: Termination for cause and for convenience, including manner of effect and basis for settlement.
- Equal Employment Opportunity (Executive Order 11246) and nondiscrimination/affirmative action clauses.
- Davis-Bacon Act (40 U.S.C. 3141–3148) and Copeland Anti-Kickback Act: Required for all prime construction contracts >\$2,000. Must include current prevailing wage determination from the Department of Labor (sam.gov/content/wage-determinations). Contractors must pay prevailing wages not less than once a week.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): For contracts >\$100,000.
- Section 3 clause (24 CFR Part 75): For projects where HUD assistance exceeds \$200,000 (full clause text provided in the Section 3 section above).
- Debarment and Suspension certification (2 CFR Part 180).
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors receiving >\$100,000 must certify they have not and will not use Federal funds for lobbying.
- Clean Air Act and Clean Water Act: For contracts >\$150,000.
- E-Verify requirement (Section 448.095, F.S. and Executive Order 11-116) for all contractors and subcontractors.

- Rights to Inventions, Procurement of Recovered Materials, and other applicable provisions per Appendix II to Part 200.

Procurement File Checklist

The following checklist must be completed for each procurement. Documentation of each item must be maintained in the procurement file.

✓	Procurement File Checklist Item
<input type="checkbox"/>	Identification of need and description of goods/services to be procured (documented before solicitation)
<input type="checkbox"/>	Independent cost estimate or price analysis prepared PRIOR to receipt of bids or proposals
<input type="checkbox"/>	Cost/price analysis documented and on file; process used to determine best value and evaluation criteria documented
<input type="checkbox"/>	Rationale for selecting the specific contractor/vendor and basis for cost reasonableness documented
<input type="checkbox"/>	Type of procurement method selected and rationale documented
<input type="checkbox"/>	Solicitation document (IFB, RFP, or RFQ) drafted; Davis-Bacon wage determination included (if applicable)
<input type="checkbox"/>	Solicitation advertised/published (for formal procurement); date/time stamped
<input type="checkbox"/>	Affirmative steps to include MBE/WBE/labor surplus area firms documented
<input type="checkbox"/>	SAM.gov debarment check completed for contractor and all subcontractors; certification obtained
<input type="checkbox"/>	Bids/proposals received, date/time stamped, and logged
<input type="checkbox"/>	Bids opened publicly (for sealed bid); bid tabulation prepared
<input type="checkbox"/>	Bid/proposal evaluation documented; selection basis documented including importance of cost
<input type="checkbox"/>	Unsuccessful offerors notified in writing within ten (10) working days of contract award
<input type="checkbox"/>	Any addenda acknowledged by contractors by signature or attachment in bid submittal package
<input type="checkbox"/>	Contract documents executed; guaranteed fixed price established; all required Appendix II to Part 200 clauses included
<input type="checkbox"/>	Section 3 clause included in contract (if HUD funding exceeds \$200,000)
<input type="checkbox"/>	Davis-Bacon and Copeland Anti-Kickback clauses included (construction contracts >\$2,000)
<input type="checkbox"/>	E-Verify certification obtained from contractor
<input type="checkbox"/>	Contractor performance monitored and documented throughout contract period
<input type="checkbox"/>	For amendments with material changes (scope, price, period): written justification included in procurement record
<input type="checkbox"/>	Change orders/contract modifications: new cost/price analysis prepared and documented

✓	Procurement File Checklist Item
<input type="checkbox"/>	For emergency/sole source contracts: written determination of emergency/justification included in procurement record
<input type="checkbox"/>	Invoices reviewed, payment approved, and records filed
<input type="checkbox"/>	Project completion and final inspection documented

Public Website

Chipola College will maintain publicly available information about M0160 procurement activities on its website in accordance with CDBG-DR transparency requirements, including: this Procurement Policies and Procedures Manual; the status of procurements projected, underway, and completed; copies of solicitation documents; copies of executed contracts; and a contracts register of vendors by date, type of procurement, funding source, and amount.

CONTRACT ADMINISTRATION POLICIES AND PROCEDURES

Per Agreement M0160, Chipola College will adhere to the following Contract Administration Policies and Procedures.

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 must be forwarded to the Commerce Grant Manager for prior written approval. For each contract, Chipola College will report to Commerce whether that contractor or any subcontractors are minority vendors as defined in Section 288.703, F.S. Chipola College will comply with 2 CFR §200.318 – §200.327 and §200.330.

All contracts must include the following terms and conditions:

- 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 arising out of the contractor's performance.
- f. The obligation of Chipola College to document contractor progress in Subrecipient's reports.
- g. The requirements of 2 CFR Appendix II to Part 200.

Chipola College will comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)). Chipola College will maintain oversight of all activities performed under this Agreement and ensure contractors perform according to all terms and conditions.

Contracts Administration Plan

Chipola College will use appropriate solicitation methods, contract types, and contract pricing in accordance with 2 CFR 200.318 and 2 CFR 200.323. The internal purchasing approval process is outlined in the table below.

Step	Action
Step 1	Project Manager (Melvin Engineering) identifies need and obtains quotes/estimates for construction/project items
Step 2	Project Manager forwards request to Director and ACG Coordinator
Step 3	Director/ACG Grants Coordinator compares request against authorized grant budget and confirms need
Step 4	ACG Coordinator sends request to Commerce for approval
Step 5	ACG Dean approves requisition request via email to ACG Coordinator
Step 6	ACG Coordinator prepares Independent Cost Estimate (BEFORE soliciting bids/proposals) and confirms budget and purchasing compliance
Step 7	ACG Coordinator checks request with Business Office to verify department numbers and object codes

Step	Action
Step 8	ACG Coordinator creates requisition
Step 9	ACG Director and VP of Instructional Affairs authorizes the requisition in Jenzabar.
Step 10	After approval from ACG Director, ACG Coordinator forwards Purchase Order to Project Manager (Melvin Engineering).
Step 11	Project Manager sends vendor the Purchase Order and schedules work.

The ACG Coordinator will notify the Commerce Grant Manager at the State of Florida of any purchase request requiring State approval. ONLY AFTER the Commerce Grant Manager authorizes the expense will the ACG Coordinator begin the requisition process.

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

FINANCIAL MANAGEMENT POLICIES AND PROCEDURES

Chipola's Financial Management Policy

Chipola College's financial management system meets the standards set forth in 2 CFR Part 200. The system provides accurate, current, and complete disclosure of financial results of the M0160 program and safeguards assets for authorized purposes only. All program costs must be: (1) allowable under the applicable cost principles; (2) allocable to the program; (3) reasonable; (4) consistently treated; and (5) adequately documented.

Chipola College's financial management system provides:

- Accurate, current, and complete disclosure of the financial results of federally-sponsored activities.
- Records that identify adequately the source and application of funds for federally-sponsored activities.
- Effective control over, and accountability for, all funds, property, and other assets.
- Comparison of actual expenditures or outlays with budget amounts for each award.
- Written procedures to minimize the time elapsing between transfer of funds from the U.S. Treasury and issuance of payments by electronic funds transfer.
- Written procedures for determining the reasonableness, allowability, and allocability of costs.

Cost Share: CDBG-DR funds under Agreement M0160 serve as the local match/cost share for the HMGP Agreement. Chipola College will ensure all cost-share expenditures are properly documented, non-Federal in origin (or from permissible Federal sources), allowable under 2 CFR Part 200, and reported accurately to Commerce.

Chipola's Standards:

- All expenditures are processed through Chipola's Business Office using the Jenzabar ERP system.
- All requisitions are approved through the College's multi-level authorization process before purchases are made.
- Separate cost centers/accounts are maintained for each grant-funded project.
- All grant expenditures are compared against the approved project budget on a monthly basis.
- The ACG Coordinator reviews all grant-related transactions for allowability, allocability, reasonableness, and consistency.
- The Director of Assessment, Compliance, and Grants provides oversight and final approval of grant expenditures.

Accounting System:

Chipola College uses the Jenzabar ERP system for all financial management activities, providing separate ledger accounts for each grant, a full audit trail of all transactions, real-time comparison of actual expenditures against approved budgets, and generation of required financial reports. Chipola College will maintain records sufficient to detail the history of every financial transaction, including invoices, receipts, bank statements, contracts, and all other supporting documentation.

MONITORING POLICIES AND PROCEDURES

Chipola College will submit to monitoring and oversight by the Florida Department of Commerce, HUD, the Office of Inspector General, and any other Federal or State agency with oversight authority. Chipola College will cooperate fully with any monitoring visits, desk reviews, audits, or investigations.

Chipola's Internal Monitoring and Compliance Plan:

Administrative Grant Team:

- Provides leadership and overall guidance for grant activities at the college.
- Meets monthly or as frequently as needed to discuss funded grant project progress.
- Ensures college resources and procedures are in place to facilitate timely implementation in accordance with grantor-approved activities and budgets.

Grants Accountant:

- Establishes the internal account for operating the grant-funded project.
- Processes and monitors grant expenditures through the Jenzabar system.
- Informs Administrative Grant Team of changes in fiscal guidelines, rules, and/or laws.
- Advises the Director of Assessment, Compliance, and Grants on expenditure and budget issues.

M0160 Project Management Team:

- Manages day-to-day implementation of M0160 project activities.
- Ensures project activities are carried out in accordance with the approved Scope of Work, budget, and timeline.
- Monitors contractor and subcontractor performance and documents compliance with contract terms.
- Reports project progress to the Administrative Grant Team and to Commerce as required.
- Ensures all required environmental review, labor standards, and other compliance documentation is maintained.

Monitoring of Project Progress

Monitoring activities include:

- Monthly review of expenditures against the approved project budget.
- Regular site visits/inspections to verify construction progress and quality.
- Review of contractor and subcontractor invoices and supporting documentation prior to approval.
- Verification that Davis-Bacon labor standards (where applicable), equal opportunity requirements, and Section 3 obligations are being met.
- Review of certified payrolls and, where appropriate, worker interviews.
- Timely preparation and submission of all required Commerce reports.
- Use of HUD's Buying Right Guide and Commerce Monitoring Checklists to ensure appropriate procurement documentation.

Monitoring findings will be documented and deficiencies will be promptly addressed. Findings and corrective actions will be reported to Commerce as required.

COMPLIANCE REQUIREMENTS

Compliance Requirements Applicable to the Federal Resources Awarded

Compliance requirements applicable to the Federal resources awarded pursuant to Agreement M0160 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 will perform 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 and ensure that all related party transactions are disclosed to the auditor.

General Compliance

Chipola College agrees to abide by all applicable State and Federal laws, rules, and regulations. Key compliance areas include:

- Civil Rights – Title VI of the Civil Rights Act of 1964.
- Fair Housing – Fair Housing Act and Executive Order 11063.
- Section 504 – Rehabilitation Act of 1973; Section 508 – Electronic and Information Technology Accessibility.
- Americans with Disabilities Act (ADA).
- Age Discrimination Act of 1975.
- Section 3 Economic Opportunities – 24 CFR Part 75 (triggered at \$200,000 project / \$100,000 contract).
- Equal Employment Opportunity – Executive Order 11246.
- Environmental Review – 24 CFR Part 58 (required before construction begins).
- Davis-Bacon and Related Acts (construction contracts >\$2,000).
- Contract Work Hours and Safety Standards Act (CWHSSA) (contracts >\$100,000).
- Copeland Anti-Kickback Act.
- Uniform Relocation Assistance and Real Property Acquisition Act.
- Lead-Based Paint Regulations – 24 CFR Part 35 (if applicable).
- Flood Insurance Requirements.
- Debarment and Suspension – 2 CFR Part 180 and 24 CFR Part 24.
- E-Verify requirements per Section 448.095, F.S. and Executive Order 11-116.
- Lobbying Restrictions – 31 U.S.C. 1352.
- Domestic Preferences (Buy American) – 2 CFR 200.322.

- Procurement of Recovered Materials – 2 CFR 200.323 / Section 6002 of the Solid Waste Disposal Act.

E-Verify

Chipola College and all contractors and subcontractors shall register with and use the E-Verify system (<https://www.e-verify.gov/>) to verify the work authorization status of all newly hired employees. Employment eligibility must be verified within three (3) business days of the first day of work. Debarment certification must be obtained from each contractor prior to executing any contract.

Access to Records

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.

QUALITY ASSURANCE AND QUALITY IMPROVEMENT

Chipola College is committed to continuous quality improvement in the administration of the M0160 project. Quality assurance activities include:

- Regular internal reviews of program files and documentation for completeness and accuracy, using HUD's Buying Right Guide and Commerce Monitoring Checklists.
- Comparison of project deliverables against the approved Scope of Work.
- Regular Project Management Team meetings to review project status and implement corrective actions.
- Annual review and update of this Policies and Procedures Manual.
- Staff training on program requirements, compliance obligations, and procedures.

Quality improvement findings will be documented and tracked. Significant deficiencies will be escalated to the Administrative Grant Team and, where required, reported to Commerce with a corrective action plan.

RECORDKEEPING PLAN

Records

Chipola College will maintain a complete and accurate record of all program activities, financial transactions, and correspondence related to Agreement M0160. Required records include, but are not limited to:

- Agreement M0160, all amendments, and related correspondence.
- Approved Scope of Work, Project Budget (Attachment B), and Activity Work Plan (Attachment C).
- All procurement files (including independent cost estimates, solicitations, bids/proposals, evaluation documentation, best-value determination, contract awards, SAM.gov debarment checks, and debarment certifications).
- All executed contracts and subcontracts (including all required Appendix II to Part 200 clauses)
- Written justification for each material contract amendment.
- Written determination for each emergency selection or sole/single source contract.
- Contracts register (vendor, procurement type, funding source, amount, description).
- Environmental review records (24 CFR Part 58).
- Labor standards records (Davis-Bacon certified payrolls, Section 3, if applicable).
- Insurance certificates and bonding documentation.
- All financial records (invoices, receipts, cancelled checks, bank statements, accounting records).
- Requests for Funds and supporting documentation.
- Monthly and Quarterly Progress Reports and all other required reports.
- Audit reports and Audit Compliance Certifications.
- Monitoring visit reports and corrective action documentation.
- Correspondence with Commerce, HUD, and other oversight agencies.
- Complaints received and resolution documentation.

Chipola's Recordkeeping Policy:

All M0160 program records will be maintained by the Office of Assessment, Compliance, and Grants (ACG). The program manager will create a record and checklist for each project component. The college will follow in-place policies and procedures that ensure secure recordkeeping. Following college practices, hard copies of program files will be stored in locked file cabinets in the ACG office; electronic copies will be password protected. ACG office personnel will assist the program manager and personnel from the college data center and business office to create project files that can be easily reviewed and updated as needed. Applicable personnel will have access to project files as needed to perform their assigned duties.

Public Records Responsibilities:

As a Florida State College, Chipola College is subject to Florida's Public Records Law (Chapter 119, F.S.). All M0160 program records that constitute "public records" under Florida law are subject to public inspection and copying, except records exempt or confidential under State or Federal law. Requests for public records will be processed in accordance with Chipola College's Public Records policy.

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 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 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 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.

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.

Record Retention:

Chipola College will retain sufficient records demonstrating its compliance with the terms of this Agreement for the longer of the following periods:

- Federal minimum: Three (3) years from the date of submission of the final expenditure report for the Agreement, as required by 2 CFR 200.334.
- Florida/Agreement standard: 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 is longer.

Chipola College 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. The retention period will also be extended in the following circumstances:

- Litigation, claim, negotiation, audit, or other action initiated before the controlling period expires — records will be retained until completion of the action and resolution of all issues.

- 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 also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii).

Chipola's File Storage Policy:

Data security policy and procedures are in place at Chipola College. Access to electronic records is restricted and password protected at multiple levels. Users must be granted access to the college network and must read and sign the College Administrative Procedure (CAP) 1.2. After receiving written authorization from the individual's supervisor, the CAP 1.2 form is forwarded to the information systems department where a network account is created. User passwords are subject to a robust security scheme involving complexity and expiration requirements. Users must also complete online FERPA training prior to being granted access to program records in Jenzabar. User workstations time out after fifteen (15) minutes of network inactivity; users must sign back onto the network to continue working.

Program files for M0160 will be organized by: Agreement M0160 main file; Procurement files (one per procurement/contract); Financial records (by fiscal year); Reporting files; Compliance files (environmental review, labor standards, civil rights, etc.); Correspondence files; and Monitoring files. Electronic files will mirror the physical structure with regular backups per Chipola College's IT policies.

DUPLICATION OF BENEFITS POLICIES AND PROCEDURES

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 DEO's procedures to prevent duplication of benefits.

Supplanting Funds

CDBG-DR funds under Agreement M0160 may not be used to supplant funds from other sources. The CDBG-DR funds supplement, and do not replace, other funding sources. Chipola College will maintain documentation demonstrating that CDBG-DR expenditures do not duplicate assistance received from other sources (e.g., FEMA, insurance, other Federal grants).

Chipola's Duplication of Benefits Verification Process:

1. Identify all potential sources of funding for the M0160 project activities, including FEMA grants, insurance proceeds, and other Federal or State assistance.
2. Document any assistance received from other sources for the same activities.
3. Calculate and document any potential duplication of benefits.
4. Adjust CDBG-DR expenditures as necessary to avoid duplication.
5. Maintain documentation of the duplication-of-benefits analysis and any adjustments made.

If duplication of benefits is discovered, Chipola College will immediately notify Commerce and take corrective action to reimburse any duplicated funds.

LANGUAGE ACCESS POLICY

Access to Services

Chipola College is committed to ensuring meaningful access to program information and services for persons with Limited English Proficiency (LEP) in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. Language access measures may include translating key program documents, providing interpreters or bilingual staff, and posting notices in languages other than English when serving communities with significant LEP populations. Concerns regarding language access may be directed to the Director of Assessment, Compliance, and Grants.

REPORTING METHODOLOGY

Chipola College will provide Commerce with all reports and information set forth in Attachment G, Reports, of Agreement M0160 (as updated by Amendment One). The college will maintain accurate files and records of programmatic and financial reporting and will retain all pertinent documentation. Within ten (10) calendar days of a request by Commerce, Chipola College will provide additional program updates or information.

Programmatic Reporting Schedule

Report Name	Frequency	Due Date
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	Within 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, October 10)
Closeout Report	At Agreement end	Upon completion or termination per 2 CFR 200.344

Federal Funding Accountability and Transparency Act (FFATA)

Chipola College will comply with the requirements of 2 CFR Part 25 (Universal Identifier and SAM). Chipola College must have an active SAM registration and will comply with 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

Monthly Progress Reports

Monthly Progress Reports (due ten calendar days after each month-end) shall include: updated Project Budget; updated Activity Work Plan; summary of construction/project progress during the reporting period; procurement activities and status; contractor/subcontractor performance summary; Section 3 activities; public outreach activities; compliance activities; any issues affecting project progress or compliance; and additional reports upon request.

Quarterly Progress Reports

Quarterly Progress Reports must be submitted by the 10th of every April, July, October, and January using forms provided by Commerce.

A Contract and Subcontract Activity Form

Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. 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."

Audit Compliance Certification

A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov and Commerce's Grant Manager within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

Section 3 Quarterly Reporting

Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must 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. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Chipola College will provide Section 3 Reporting quarterly to DEO 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 DEO.

Request for Funds

Requests for Funds must be submitted as required by Commerce and in accordance with *the Project Description and Deliverables, Project Budget, and Activity Work Plan*. All requests must be supported by adequate documentation, including invoices, receipts, and evidence of services rendered or goods received.

For the **audit requirements** addressed in part II, paragraph 1, Chipola College will 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. DEO at each of the following addresses:
 - Electronic copies (preferred): [Audit@commerce.fl.gov](mailto:audit@commerce.fl.gov)
 - Paper (hard copy):
FloridaCommerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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- 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@commerce.fl.gov
 - b. Paper (hard copy):
FloridaCommerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126
4. Any reports, management letters, or other information required to be submitted to DEO 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 DEO 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.

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.

APPEALS

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.

Log of Appeals

Chipola College will maintain a log of all appeals received, including: date received; name of appellant; description; point of contact; status; determination on appeal; and determination date.

DETECTION AND PREVENTION OF FRAUD, WASTE, AND ABUSE

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

Chipola College has a zero-tolerance policy for fraud, waste, and abuse in connection with CDBG-DR funds under Agreement M0160. Chipola College will:

- Maintain internal controls separating duties to prevent any single employee from controlling all aspects of a financial transaction.
- Require dual authorization for all significant financial transactions.
- Conduct regular internal audits of grant expenditures and program activities.
- Require all staff involved in M0160 program activities to complete training on fraud prevention and Federal grant compliance.
- Maintain a confidential reporting mechanism through which employees and others may report suspected fraud, waste, or abuse without fear of retaliation.
- Investigate all credible reports of suspected fraud, waste, or abuse promptly and thoroughly.
- Report any findings of fraud, waste, or abuse to Commerce, HUD, and/or law enforcement as required.

Suspected fraud, waste, or abuse related to Agreement M0160 should be reported to:

- Chipola College Director of Assessment, Compliance, and Grants.
- Florida Department of Commerce, Office of Inspector General.
- HUD Office of Inspector General Hotline: 1-800-347-3735.
- Florida Office of the Inspector General.