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June 10, 2026

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2512 Lightlewood Lane
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Mr. Robert Allen
111 Yacht View Lane
Fort Pierce, FL 34946

Ms. Lisa K. Price
2601 N. Indian River Drive, Apt 1
Fort Pierce, FL 34946

Mr. Dale Reed
2811 North Indian River Drive
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Mr. John Langel
2511 North Indian River Drive
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Mr. Paul Sinnott
3111 North Indian River Drive
St. Lucie Village, FL 34946

RE: Village – water distribution grant

Mayor Thiess and Board Members:

At our July meeting, the Board will be asked to approve certain policies that are required to be adopted to support the grant and meet HUD requirements; and, we'll also ask you to approve the forms of RFP and RFQ that will be issued.

To allow you time to review, I am forwarding copies of the documents earlier than usual. Enclosed are a 60+ page set of policies provided by the State and edited to better fit our situation, a resolution to address one required policy, and copies of the draft RFP and RFQ.

Do feel free to call if there's anything you want to discuss with me before the meeting.

With best regards,

Richard V. Neill, Jr.

TOWN OF ST. LUCIE VILLAGE

Financial Management Policy and Procedures

PURPOSE

The purpose of these Administrative Policies and Procedures is to establish a comprehensive framework to ensure that the Town of St. Lucie Village administers federal awards, including CDBG-DR and CDBG-MIT funds, in full compliance with 2 CFR Part 200 and all applicable federal, state, and local requirements. These policies are designed to promote accountability, transparency, and effective stewardship of public funds.

SCOPE

These policies apply to all departments, employees, contractors, consultants, and agents of the Town of St. Lucie Village involved in the administration, management, oversight, and expenditure of federal funds.

REGULATORY AUTHORITY

These policies are established in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable HUD Federal Register Notices, Florida Statutes, and all relevant grant agreement requirements.

ROLES AND RESPONSIBILITIES

The Town of St. Lucie Village has a small staff consisting of only three part-time employees, a Clerk, Building Official, and Marshal. The Town relies on an attorney under contract to provide legal services. Due to these staff limitations, the Town utilizes a Grant Administrator to assure compliance with award administration. The Grant Administrator is responsible for overall program compliance and reporting with oversight by the Town's Mayor (As used herein, the term "Mayor" shall include the Town's Vice-Mayor as the responsible or authorized party if the Mayor is unable or unavailable to timely act,) The Town's Mayor and Attorney review all program documents, and the Mayor signs all documents requiring signature by the Grant Subrecipient. The Clerk is responsible for the Town's financial management and accounting. The=Grant Administrator, subject to Town review, is responsible for federal award financial management, accounting, reporting, internal reviews, and ensuring adherence to applicable regulations. All Town staff and contractors are responsible for complying with these policies and reporting any instances of noncompliance.

INTERNAL CONTROLS (2 CFR 200.303)

The Town of St. Lucie Village's internal controls consist of policies and procedures, job responsibilities, qualified personnel, and records management that are designed to safeguard assets such as cash, property and other assets. The Town has outlined internal controls in this Administrative Policy that are consistent with the following minimum requirements:

- A single individual must not be allowed to exercise complete control over all phases of any significant transaction. This means, for example, that the same person cannot purchase materials, receive materials, authorize payment and write the check to pay for materials.
- Record keeping must be separate from operations and handling and custody of assets.
- Monthly reconciliation and verification of cash balances with bank statements must be made by employees who do not handle or record cash or sign checks.
- Actual lines of responsibility must be clearly established, and a single person must be identified to assume responsibility for management oversight of the entire financial management system.

An adequate system of internal controls, with specific program and financial management responsibilities, enables the Town, with the assistance of the Grant Administrator, to maintain the books and records necessary to comply with Florida law and federal requirements. Where possible, accounting policies and procedures of the Town mirror the requirements of the Office of the Auditor General.

FINANCIAL MANAGEMENT SYSTEM (2 CFR 200.302)

The Town of St. Lucie Village has adopted and maintains a financial management system and procedures that provide accurate, current, and complete disclosure of financial transactions. The system allows for the identification, tracking, and reporting of all federal awards and expenditures, and ensures proper documentation of all financial transactions. The Town's financial system adheres to 2 C.F.R 200.302 and provides:

- Effective control over and accountability for all funds, property, and other assets.
- An accurate, complete, and timely disclosure of the status and financial results in accordance with specified requirements.
- Records that adequately identify (by activity) the source and use of funds for each CDBG-MIT-supported project, including the "reasonableness, allowability, and allocability" of costs.
- Procedures to comply with the timely distribution of funds.
- A separate non-interest-bearing bank account must be used for CDBG-DR funds.

The Town divides financial management responsibility between the Grant Administrator that has the primary responsibility for CDBG-DR grant management and the Town Clerk. The Town's Mayor is responsible for reviewing and approving all transactions involving CDBG-DR funds before the financial transactions are processed by the Grant Administrator. The Grant Administrator's responsibilities include:

- Approval of purchase orders and contracts to be paid with CDBG-DR funds.
- Receipt, review, and approval of invoices and support documentation.
- Review and approval of requisitions for payments involving CDBG-DR funds.
- Preparation of Requests for Funds (subject to review by the Finance Office).

The Grant Administrator is responsible for maintaining the official CDBG-DR financial records and the Town Clerk is responsible for posting account transactions in the Town's financial records. Official records may be maintained in either an automated or a manual format. The Grant Administrator's responsibilities may also include such things as:

- Control of CDBG-DR accounting documents once they are approved for processing by the Administration Office.
- Preparation of financial reports (based on accounting records).
- Assurance that transactions involving CDBG-DR funds are properly coded.
- Entry of transactions into the CDBG-DR accounting system.
- Assisting the local government's Clerk and auditor in preparing an annual financial audit.

FINANCIAL RECORDS

Every CDBG-DR financial transaction is recorded in the accounting records of the Town. To do this, there are appropriate source documents, files and accounting records for each transaction. Finance and accounting for the CDBG-DR Subrecipient Grant Agreement is governed by the State of Florida Finance and Accounting operating procedures and is managed by the Grant Administrator with issuance of payments to contractors by the Town Clerk following approval of payments by the Grant Administrator and Town Mayor.

SOURCE DOCUMENTS

Source documents provide all details of a transaction. The information contained in source documents is necessary for accounting purposes and is recorded in one of the books of original entry before being filed. A variety of source documents and records are needed to properly account for CDBG-DR transactions. Supporting documentation is necessary to show that the costs charged against CDBG-DR funds were incurred during the effective period of the Town's Grant Agreement with the FloridaCommerce, were paid out (or properly accrued), were expended on allowable items, and had been approved by the responsible official(s) in the Town's organization.

These documents include:

- **Contracts** are filed in the CDBG-DR program administrative office. Each contract must identify the activity, program, or project to be charged. If multiple contracts are issued for each project, or if non-contractual charges are recorded against a project, a separate record must be maintained for each contract to provide readily available information on contract balances. There should be a separate obligation for each contract relating to the same activity to prevent overpayment of any contract. In addition, a Cash Control Register should be maintained to provide summary information for all CDBG-DR contracts.

- **Contractor/Consultant invoices** to be paid with CDBG-DR funds are referred to the Grant Administrator after review by the Mayor, compared to the Contractor Scope of work or Bid Schedule, checked for appropriateness and accuracy, approved, and coded as necessary. Approved contract/consultant invoices and appropriate supporting documents (request for payment package) are then forwarded to the Clerk for review, approval, and payment.

- **CDBG-DR Financial Files** which demonstrate the program's financial soundness and regulatory compliance must be included. In order to maintain an orderly record of CDBG-DR transactions that will withstand the scrutiny of an audit, the Grant Administrator in coordination with the Clerk will maintain a System of Record that is a logical system for maintaining financial files. Two broad categories of files are recommended: *process files* and *permanent files*.

PROCESS FILES

Process files are working files that are used until source documents are processed and posted. They include the following:

- **Pending Payments File.** All source documents that will generate a cash disbursement are stored in the pending payments file and are organized by due date. If a discount is offered for early payment, early payment should be made. A schedule of bills payable from approved invoices, and the account to be charged, is also kept in this file.

- **Pending Receipt File.** This file contains copies of outstanding bills and requests for payments submitted to the CDBG-DR program that have not yet been recorded in the Cash Receipts Journal or posted to the CDBG-DR Cash Control Register.
- **Personnel Payroll File.** This file contains a record for each employee who works on CDBG-DR activities and includes the rate at which the employee's salary can be charged to the CDBG-DR program. Time sheets showing the amount of time each employee spends on CDBG-DR activities must be kept on file. This file is maintained in addition to HR's official personnel records.

PERMANENT FILES

These files must be maintained for all source documents and other records once they have been processed or posted to books of original entry. Documents removed from process files are placed in the permanent files after all processing is complete (i.e., placing bank verifications or CDBG-DR contract payment transactions in a CDBG-DR Receipt File).

Purchase requisitions, purchase orders, and related invoices are filed together; contracts, related invoices, payment vouchers, and check copies are filed together; grant fund receipt documentation is filed together. The permanent files contain the documents necessary for undertaking an audit of the program. A single individual should be assigned responsibility for file maintenance.

CDBG-DR ACCOUNTING RECORDS

CDBG-DR records are used to accumulate CDBG-DR accounting information for financial reporting. The required CDBG-DR accounting records are listed and discussed below.

Cash Receipts Journal. All receipts of cash that are deposited into the CDBG-DR account(s) are recorded in the cash receipts journal. Receipts may include contract payments to the subrecipient from the CDBG-DR programs, receipts from the disposition of land, program income, and any other cash received. The general procedure for using this journal is to record every CDBG-DR receipt by date in the order that it was received, indicate the source of the funds received, an account or activity line item to be credited, a receipt number, and date. A notation regarding final disposition of all funds received must also be included in the journal.

Cash Disbursements Journal. All encumbrances and expenditures for program costs are entered into the cash disbursements journal. Encumbrance is a term used in government accounting that defines a reservation of funds against an appropriation for a future expenditure. An encumbrance is not necessarily an obligation; it is a commitment of funds. While encumbrances are not normally recorded in a disbursements journal, the practice is recommended for the CDBG-DR program to conform to the accrual basis required for reporting information to the CDBG-DR programs. When goods or services are received by the local government, an obligation has been incurred. If the local government uses a warrant or other schedule for bills payable, it need not maintain a separate cash disbursements journal, but must maintain copies of individual warrants.

Property Register. This is a listing of all property acquired in part or whole using CDBG-DR funds. It must be maintained to comply with state and federal standards relating to the acquisition, control, and disposition of real and personal property. Examples of property which would be recorded include both real property and office equipment.

Detailed Activity Ledger. A subrecipient may have several ongoing projects (e.g., Smith Street sewer line installation and Jones Street repaving). To maintain accounting control, a detailed project ledger must be established for each project. All financial transactions relating to a particular project should be recorded in this ledger.

CASH CONTROL REGISTER

In addition to the above control procedures, CDBG-DR financial reporting and control is enhanced by the use of the CDBG-DR Cash Control Register. This register is used to document and control the following:

- State of Florida funds received
- Requests for payment (drawdowns on grant reservation)
- Balance of CDBG-DR cash on hand
- Balance of CDBG-DR grant funds available by line item
- Collections, refunds, and miscellaneous receipts
- Disbursements

The CDBG-DR Cash Control registers summarize the status of CDBG-DR cash on hand. It should be reviewed daily to determine compliance with CDBG-DR rules and regulations relating to cash on hand. The register also serves as a cross-reference to the journal accounts such as cash receipts, disbursements, and the detailed project ledger.

ACCOUNTING FOR CASH RECEIPTS

Cash receipts for the CDBG-DR program come primarily from the state as contract payments based on Requests for Funds. Local sources of cash receipts may include loans from FPUA, loan repayments, payment for services provided, rent from CDBG-DR property, and other miscellaneous receipts. Other sources may include federal or state agencies participating in project funding such as Rural Development. All cash receipts must be logged in the Cash Receipts Journal, CDBG-DR Cash Control Register, and detailed Project Ledger.

ACCOUNTING FOR CASH DISBURSEMENTS

To allow time for orderly processing and requisitioning of CDBG-DR contract funds, cut-off dates for receipt of invoices to be paid the next pay date should be established. All cash disbursements must be supported by source documentation, such as invoices, time sheets, and payroll vouchers, which fully explain the reason for the disbursement.

Disbursements to repay a given loan may be made immediately upon receipt of grant funds reimbursing the costs for which the loan was made.

Contractor payments should be made only after determining that the contractor is performing in accordance with contract provisions and time schedules and that any problems identified by the subrecipient during compliance monitoring or inspections have been corrected. All cash disbursements must be entered in the CDBG Cash Disbursements Journal, the CDBG Cash Control Register, and Detailed Activity Ledger.

ALLOWABLE COSTS

The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CDBG-DR-financed activities are found in 2 CFR 200.403. According to general guidelines contained in 2 CFR 200.403, a cost is allowable if

1. The expenditure is necessary, reasonable, and directly related to the grant.
2. The cost conforms with any limitations or exclusions established in 24 CFR 200 Subpart E (Cost Principles) or the CDBG-MIT award.
3. The expenditure is consistent with policies and procedures that apply uniformly to both federally funded and other activities of the state or the subrecipient.
4. The cost is accorded equal treatment. For example, a direct cost cannot be assigned if in other similar circumstances the cost was allocated as an indirect cost.
5. It is determined the cost is in accordance with generally accepted accounting principles, except for states and local governments and Indian tribes only, as otherwise provided for in this part [2 CFR 200.416 and 2 CFR 200.417, cost allocation plans and indirect cost proposals; 2 CFR 200.417, Interagency service].
6. The cost is not used to meet cost sharing or matching requirements of any federally- funded program. See also 2 CFR 200.306(b) regarding cost sharing and matching.
7. The costs must be adequately documented. See 2 CFR 200.300 through 2 CFR 200.309 for more information.

REASONABLE COSTS

Reasonable costs are described in 2 CFR 200.404: "A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost." In determining reasonableness of a given cost, consideration must be given to:

1. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-federal entity or the proper and efficient performance of the federal award.
2. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the federal award.
3. Market prices for comparable goods or services for the geographic area.
4. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-federal entity, its employees, where applicable its students or membership, the public at large, and the federal government.
5. Whether the non-federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost.

ALLOCABLE COSTS

Allocable costs are described in 2 CFR 200.405: "A cost is allocable to a particular federal award or other cost objective if the goods or services involved are chargeable or assignable to that federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

- Is incurred specifically for the federal award.
- Benefits both the federal award and other work of the non-federal entity and can be distributed in proportions that may be approximated using reasonable methods; and

- Is necessary to the overall operation of the non-Federal entity and is assignable in part to the federal award in accordance with the principles in this subpart [2 CFR 200, Subpart E, Cost Principles]".

PAYMENT MANAGEMENT (2 CFR 200.305)

CDBG-DR funding is utilized to pay the Town's contractors and consultants upon completion of agreed upon tasks and deliverables. The Town's Grant Administrator verifies all documentation and costs before submission to the Finance Office for payment. Contractors and Consultants must provide required invoice information and supporting documentation to receive payment.

REQUEST FOR PAYMENT PROCESS

The purpose of the payment request process is to ensure accuracy, compliance, and accountability.

1. Each contractor/consultant must complete and submit to the Town Mayor and Grant Administrator their invoice and complete supporting documentation in order to receive payment for goods/services. Following review and approval by the Mayor and Grant Administrator, invoices are paid and then submitted with complete supporting documentation by the Town's Grant Administrator to the CDBG-DR Administration Office in a request for payment package. Following is a summary of the process for request for payment review and submission to FloridaCommerce:

    a. Once Contractor invoice(s) is paid, the Grant Administrator will compile supporting documentation, draft the Town's invoice requesting reimbursement, combine into a single PDF, and submit to the Mayor and/or Clerk for review.

    b. The Mayor and/or Clerk will review the draft invoice package for accuracy and return to the Grant Administrator.

    c. The Grant Administrator will submit the draft invoice package to FloridaCommerce for approval.

    d. Upon receipt of FloridaCommerce approval, the Mayor or Clerk will sign the invoice, and the Grant Administrator will submit the final invoice package to FloridaCommerce.

Town of St. Lucie Village
Procurement/Purchasing
Policies and Procedures

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OVERVIEW OF PROCUREMENT POLICY

The Town of St. Lucie Village shall maintain and use this procurement policy for procurement transactions under the CDBG-DR Infrastructure Repair Program provided by Florida Department of Commerce, including for acquisition of property or services. These documented procedures must be consistent with State and local laws and regulations, and the standards identified in §§ 200.317 through 200.327. It is the overall responsibility of the Town and its authorized purchasing official(s) to ensure transparency, fair and open competition, equal treatment, and non-discrimination per all applicable federal, state, and local laws. The Town and its authorized purchasing official(s) shall make every effort to operate in an economical and efficient manner consistent with existing laws and sound business practices for the expenditure of Federal funds.

The Town shall be responsible for upholding the necessary principles of procurement to ensure that procurement activities are compliant with this policy which reflects applicable State and local laws, provided that procurements conform to applicable Federal regulations, including the procurement standards at 2 CFR §§ 200.318 – 200.327 and the standards identified in this policy.

The Town shall not make any award (subgrant or contract) to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension. This applies to any CDBG-assisted contract at any tier in the process.

FEDERAL REGULATIONS

The applicable Federal regulations which shall be followed under this policy include, but are not limited to, the following:

- Uniform Administrative Requirements at 2 CFR Part 200
    - General procurement standards (2 CFR § 200.318)
    - Competition (2 CFR § 200.319)
    - Methods of procurement (2 CFR § 200.320)
    - Contracting with small and minority businesses, women's business enterprises and labor surplus area firms (2 CFR §200.321)
    - Domestic preference (2 CFR § 200.322)
    - Procurement of recovered materials (2 CFR § 200.323)
    - Contract cost and price (2 CFR § 200.324)
    - Awarding agency/pass-through entity review (2 CFR § 200.325)
    - Bonding requirements (2 CFR § 200.326)
    - Contract provisions (2 CFR § 200.327)
- 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

The Town may, in its discretion, amend this policy to conform with applicable federal, state, or local governmental regulations, guidelines, policies, Executive Orders, Federal Register Notices, or for other reasons, so long as the amendment(s) does not conflict with HUD's CDBG Program requirements and 2 CFR §§ 200.318 - 200.327. In instances where federal, state, or local standards have differing regulations, then the subrecipient shall follow the most restrictive applicable requirements.

CODE OF CONDUCT & CONFLICT OF INTEREST

The Town and its authorized purchasing official(s) shall abide by a code of ethics and in accordance with Section 112.313, F.S. and 2 CFR § 200.318 and may not:

- Accept employment from a vendor or potential vendor while working for the Town.
- Solicit or accept money, credit, gifts, excessive entertainment, or other special considerations from an individual or organization doing business with the Town.
- Knowingly disclose confidential information for personal gain; or
- Participate in work on a contract by taking action as an employee through decision, approval, disapproval, recommendation, advice giving, investigation, or similar action knowing that the employee, or member of their immediate family, has an actual or potential financial interest in the contract, including prospective employment.

No Town employee, officer, official, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when:

- The employee, officer, official, or agent, any member of his or her immediate family or partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The officers, employees, officials, and agents of the Town may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Town may set standards for situations in which financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- The employees, officers, officials, or agents of the Town shall not act as surety for a business entity that has work, business, or a contract with the governmental entity or act as surety on any official bond required of an officer of the governmental entity; and
- The Town may impose penalties, sanctions or other disciplinary actions to any employees, officers, officials, or agents of the Town for violations of these standards.

Any employee, contract employee or appointed member who participates in the recommendation, requisitioning, bid solicitation, evaluation, or otherwise takes part in the purchasing decision-making process and who has a whole or partial ownership in, or derives some income or personal benefit from the recommended or selected vendor should disclose the relationship as a potential conflict of interest. Acts of reciprocity or exchange of favors from which an employee derives some income or personal benefit shall be considered conflicts of interest.

In the event an outside consultant or contractor submits a bid or proposal on a project, of which the consultant or contractor was a previous contributor, other than an open forum, then the bids or proposals from that consultant or contractor shall be disqualified on the basis of conflict of interest. Town employees must avoid any appearance of unethical or compromising practices in all relationships, actions, and communications.

PROCUREMENT STANDARDS

1) The Town will maintain oversight to ensure that its contractors and subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

2) The Town will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Town or its contractors/subcontractors shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

    a. The employee, officer or agent,

    b. Any member of his immediate family,

    c. His or her partner, or

    d. 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. The Town and its officers, employees, or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to contracts. The Town may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Town and its officers, employees, or agents, or by contractors or their agents. The State may in regulation provide additional prohibitions related to real, apparent, or potential conflicts of interest.

3) The Town shall provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economic approach.

4) To foster greater economy and efficiency, the Town and its contractors and subcontractors are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

5) The Town and its contractors and subcontractors are encouraged to use Federal excess and surplus in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

6) The Town encourages the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

7) The Town will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the 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.

8) The Town and its contractors and subcontractors will maintain sufficient records to detail the history of

a procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

a. The selection process for all formal procurements will include:

    i. Review and ranking of responses by a 3-member committee approved and appointed by the Town's Board of Aldermen.

    ii. Review committee rankings and contractor selection recommendations will be presented and approved by the Town's Board of Aldermen.

9) The Town and its contractors will use time and material type contracts only –

    a. After a determination that no other contract is suitable, and

    b. If the contract includes a ceiling price that the contractor exceeds at its own risk.

10) The Town and its contractors alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the Town and its contractors of any contractual responsibilities under its contracts. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

11) The Town and its contractors will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to FloridaCommerce. A protestor must exhaust all administrative remedies with the the Town and its contractor before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

    a. Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities); and

    b. Violations of the Town's or contractor's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the Town or its contractor.

RIGHT TO PROTEST

Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the Town's Board of Aldermen. Protestors shall seek resolution of their complaints initially with the Town Clerk prior to protesting to the Town's Board of Aldermen.

FILING A PROTEST

Any person(s) who is affected adversely by the decision or intended decision of the Town shall file with the Town Clerk a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision; and file a formal written protest within 10 calendar days after he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the Town when it is delivered to and received in the office of the Town Clerk.

1) The notice of protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.

2) The formal written protest shall; identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.

3) The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.

SETTLEMENT AND RESOLUTION

The Town Clerk, together with the Town Mayor and Attorney, shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein. (As used in these policies and procedures, the term "Mayor" shall include the Town's Vice-Mayor as the responsible or authorized party if the Mayor is unable or unavailable to timely act.)

PROTEST PROCEEDINGS

If the protest cannot be resolved by mutual agreement, the Town Attorney shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:

A. Protest Proceeding Procedures

   1) The presiding officer shall give reasonable notice to all substantially affected person(s) or businesses. Otherwise petitions to intervene will be considered on their merits as received.

   2) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.

   3) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.

   4) The judicial rules of evidence shall not apply, and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

   5) Within seven (7) working days of the conclusion of the proceedings, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation of the Town's Board of Aldermen.

   6) Any party may arrange for the proceedings to be steno-graphically recorded and shall bear the expense of such recording.

B. Intervenor. The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.

C. Time Limits. The time limits on which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposals.

D. Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.

STAY OF PROCUREMENT DURING PROTESTS

In the event of a timely protest, the Town shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the Board of Aldermen makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the Town.

COMPETITION

All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 2 CFR § 200.319. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements

Examples of situations that may restrict competition include, but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business,
2. Requiring unnecessary experience and excessive bonding,
3. Noncompetitive pricing practices between firms or between affiliated companies,
4. Noncompetitive awards to consultants that are on retainer contracts,
5. Organizational conflicts of interest,
6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
7. Any arbitrary action in the procurement process.

The Town and its contractor(s) will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local 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. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The Town and its contractor's written selection procedures for procurement transactions will ensure that all solicitations:

a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The Town and its contractor(s) will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the Town and its contractor(s) will not preclude potential bidders from qualifying during the solicitation period.

METHODS OF PROCUREMENT

Procurement Thresholds

The thresholds that limit the method of procurement that may be used described herein may not exceed the threshold allowances at 2 CFR 200.320. Said thresholds, however, may be lower (more restrictive) to comply with state or local laws, ordinances, policies, and requirements.

Further, the Town may use more restrictive methods of procurement, even if the anticipated cost of the resulting contract is expected to be below the threshold for a less restrictive method of procurement. For example, if the Town decides to procure a consultant through the RFP/Q process to take advantage of to award a contract that is most advantageous to the Town, with price and other factors considered, The Town may elect to do so, even if the anticipated cost of the resulting contract falls under the threshold of a small purchase.

Finally, when determining the appropriate method of procurement, the Town shall consider whether the anticipated cost of the resulting contract is close to or may exceed the threshold for the method of procurement selected. For example, if a resulting contract is expected to be just under the threshold for small purchases, the Town may instead use the formal sealed bid process since the resulting contract and change orders may result in the final contract cost exceeding the threshold for small purchases, thereby rendering the original procurement action using the small purchase method non-compliant.

INFORMAL PROCUREMENT METHODS

A. Micro-Purchases

Informal procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods for micro-purchases may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold of $350,000. Micro-Purchases may be awarded without soliciting competitive quotations if the cost is determined and documented to be reasonable and purchases are made in accordance with 2 CFR 200.320(a)(1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

Allowable Types of Contracts for informal Micro-Purchases

- Fixed Price: Lump Sum or Unit Price
- Cost Plus a Fixed Fee (with a Not to Exceed limit)
- Time and Materials (with a Not to Exceed limit)
- Purchase Orders

Micro-Purchases Procurement Documentation Requirements

- Detailed Invoice
- Independent Cost Estimate
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Affirmative steps for MWBE/SBE utilization, when possible
- Cost/Price Reasonableness Analysis
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in 2 CFR Appendix II to Part 200

B. Small Purchases

Small Purchases are used when purchasing services, supplies, materials, products, or equipment and the aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of $350,000. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. The Town must first develop a scope of work for services requested or specifications for goods requested so that bidders may submit quotes for the same type of goods or services requested. Inadequate scopes of work or specifications can result in quotes that are too varied to compare "apple-to-apples".

Allowable Types of Contracts for Small Purchases

- Fixed Price: Lump Sum or Unit Price
- Cost Plus a Fixed Fee (with a Not to Exceed limit)
- Time and Materials (with a Not to Exceed limit)
- Purchase Orders

Small Purchases Procurement Documentation Requirements

- Detailed Invoice
- Minimum of two (2) documented quotes or price sources *(the number of quotes can vary but at least*

two quotes/sources must be obtained under federal small-purchase procurement).

- Independent Cost Estimate
- Cost/Price Reasonableness Analysis
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Local jurisdiction approval, as required
- Affirmative steps for MWBE/SBE utilization, when possible
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in 2 CFR Appendix II to Part 200

FORMAL PROCUREMENT METHODS

Sealed Bid Procurements

Sealed Bid Procurements are a formal procurement method preferred for most construction related activities and supplies, materials, products, or equipment exceeding the simplified acquisition threshold of $350,000. Under the sealed bid procurement method, the Town shall publicly solicit bids and award a contract to the responsible contractor whose bid conforms with all the terms and conditions, is responsive, and the lowest price. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly. Any or all bids may be rejected if there is a sound documented reason.

<u>Allowable Types of Contracts for Sealed Bid Purchases</u>

- Firm-Fixed Price Contract: Lump Sum or Unit Price

<u>Sealed Bid Procurement Documentation Requirements</u>

- For construction projects exceeding $300,000.00
    - 5 percent bid bond in the bid response
    - Winning contractor must execute a performance bond for 100 percent of the contract
    - Winning contractor must execute a payment bond for 100 percent of the contract
- Bid specifications and addenda, if applicable
- All bids received
- Public bid opening sign in sheet and minutes
- Bid Tabulation Sheet that includes all bids received, the date and time the bids were received, the name of the bidder, bid price, and whether each bidder was responsive and responsible.

- Notice to all respondents regarding solicitation outcome
- Documentation substantiating advertisement (i.e., publication affidavit; copy of journal of record advertisement)
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Independent Cost Estimate
- Cost/Price Reasonableness Analysis
- Local jurisdiction approval, as required
- Affirmative steps for MWBE/SBE utilization, when possible
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in 2 CFR Appendix II to Part 200

<u>Other Requirements</u>

- Two (2) or more responsive bidders required
- Awarded to the lowest, responsive, responsible bidder
- Any or all bids may be rejected for a sound, documented reason
- Bid must be advertised for statutorily required amount of time
- Purchases over $350,000.00 are to be made per 2 CFR 200.320 (b).

Pre-bid conferences may be conducted to explain the procurement requirements. If the procuring entity plans to hold such a conference, it shall prominently place the notification in the Invitation for Bids. The notification shall include the date, time and location of the conference. If a pre-bid conference is held, it shall be at least fourteen (14) days after the Invitation to Bid (ITB) has been issued. Nothing stated at the pre-bid conference shall change the ITB unless a change is made by written addendum.

PROCUREMENT BY COMPETITIVE PROPOSALS

A. <u>Request for Proposal (RFP) Procurements</u>

Request for Proposal Procurements are a method of competitive proposals used to publicly solicit proposals for professional services exceeding the simplified acquisition threshold of $350,000, not to include architectural or engineering services. The RFP must identify all evaluation factors and their relative importance, and price must be included as an evaluation factor (price should represent at least 20 percent of the total score as a best practice). Technical evaluations and selections will be conducted according to the Town's written procedures. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

Allowable Types of Contracts

- Firm-Fixed Price Contract: Lump Sum or Unit Price
- Cost Plus a Fixed Fee (with a Not to Exceed limit)
- Time and Materials (with a Not to Exceed limit)

Request for Proposal Procurement Documentation Requirements

- RFP and addenda, if applicable
- All responses received
- Individual scoring sheets and tabulation of all proposals received, the date and time the proposals were received, the name of the proposer and proposal price.
- Scoring sheets summary
- Recommendation of winning response with justification
- Notice to all respondents regarding solicitation outcome
- Documentation substantiating advertisement (i.e., publication affidavit; copy of journal of record advertisement)
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Independent Cost Estimate
- Cost/Price Reasonableness Analysis
- Local jurisdiction approval, as required
- Affirmative steps for MWBE/SBE utilization, when possible
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in 2 CFR Appendix II to Part 200

Other Requirements

- Two (2) or more responsive bidders required
- Awarded to highest scoring proposals
- Any or all proposal responses may be rejected for a sound, documented reason
- RFP must be advertised for a reasonable amount of time to garner sufficient responses
- Purchases over $350,000.00 are to be made per 2 CFR § 200.320(b).

B. Request for Qualification (RFQ) Procurements

Request for Qualification Procurements are a competitive procurement utilized for professional architectural and engineering services. RFQs are a form of procurement 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. Technical evaluations and selections will be conducted according to The Town's written procedures.

Allowable Types of Contracts

- Firm-Fixed Price Contract: Lump Sum or Unit Price
- Cost Plus a Fixed Fee (with a Not to Exceed limit)
- Time and Materials (with a Not to Exceed limit)

Request for Qualifications Procurement Documentation Requirements

- RFQ and addenda, if applicable
- All RFQ responses received
- Individual scoring sheets and tabulation
- Scoring sheets summary
- Recommendation of winning response with justification
- Notice to all respondents regarding solicitation outcome
- Documentation substantiating advertisement (i.e. publication affidavit; copy of journal of record advertisement)
- SAM.gov verification documentation
- E-Verify documentation
- Certification of No Conflicts of Interest
- Independent Cost Estimate and Cost Reasonableness Analysis (cost or price analysis)
- Local jurisdiction approval, as required
- Affirmative steps for MWBE/SBE utilization
- Federal Awarding Agency Terms and Conditions within Contract Provisions
- Standard Federal Terms and Conditions within Contract Provisions, including those in Appendix II of 2 CFR 200

Other Requirements

- Two (2) or more responsive proposals required

- Awarded to highest scoring proposals
- Any or all qualifications responses may be rejected for a sound, documented reason
- RFQ must be advertised for a reasonable amount of time to garner sufficient responses
- Purchases over $350,000.00 are to be made per 2 CFR § 200.320(b)

C. Non-Competitive Procurement

Recipients of federal funds are required to conform with the Uniform Guidance at 2 C.F.R § 200 which establishes that all procurement actions of property or services must be conducted in a manner providing full and open competition. Non-competitive procurements are only allowed in circumstances where at least one of the conditions below is true:

- The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold.
- The procurement transaction can only be fulfilled by a single source.
- The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation.
- The Town requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
- After solicitation of several sources, competition is determined inadequate.

D. Sole Source Purchases

Despite not being the preferred method of procurement, careful consideration must be given, and a well-documented, thorough written justification provided for all Sole Source Purchases. Situations that may justify Sole Source purchases:

- A formal solicitation within a reasonable prior period has not produced satisfactory results.
- There is a public exigency or emergency that will not permit a delay resulting from publicizing a competitive solicitation.
- There is a need for continuity of professional services.
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity.
- There is no competitive marketplace for the requirement, such as in cases of monopolies, fixed prices by legislation or government regulation, or proprietary products or services.
- The value of the procurement is below the monetary threshold established for formal solicitation methods.

SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

It is the policy of the Town that Minority and Women Business Enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The

Town and its subrecipients and contractors shall take all necessary affirmative steps to assure that minority businesses, small businesses, women's business enterprises, historically underutilized businesses, and labor surplus area firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. 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
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Language supporting equal opportunity shall be included in solicitation specifications and contract documents, contractor eligibility shall be verified, required documentation shall be secured, and compliance shall be monitored.

INDEPENDENT COST ESTIMATE & COST/PRICE ANALYSIS

The Town and its contractor(s) must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation, but as a starting point, the Town and its contractor(s) must make independent cost estimates before receiving bids or proposals.

A cost or price analysis must be conducted when the offeror is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost or price analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A cost or price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

The Town and its contractor(s) 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 or price analysis is performed. To establish a fair and reasonable profit, consideration will 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 grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with 2 CFR 200 Subpart E – Cost Principles.

BONDS & INSURANCE

The Town and its authorized purchasing official(s) shall ensure that bonding requirements are included for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold in accordance with 2 CFR § 200.326.

At a minimum, this includes:

1) A bid guarantee from each bidder is equivalent to five percent (5%) of the bid price. The bid guarantee shall consist of a firm commitment.

2) A performance bond on the part of the contractor for 100 percent (100%) 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.

3) A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all people supplying labor and material in the execution of the work provided for in the contract.

The Town and its authorized purchasing official(s) shall ensure that all bonds are obtained from companies holding certificates of authority as acceptable sureties issued by the U.S. Department of the Treasury. Documentation of bonding requirements and verification of compliance shall be maintained in the procurement file.

CONTRACT PROVISIONS

The Town and its contractor's contracts shall contain provisions outlined in this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold ($350,000) 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. Contracts more than $10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.

C. Contracts that meet the definition of "federally assisted construction contract" must include the equal employment opportunity clause provided under 41 CFR §60-1.4(b).

D. **Davis-Bacon Act.** (1) Construction contracts for more than $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-4144 and 3146-3148); specifically that: (1) Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages; and (2) Contractors must be required to pay wages not less than once a week.

Davis-Bacon Act. (2) Subrecipients must include a copy of the current prevailing wage determination in each solicitation for construction services in excess of $2,000, and the decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. Note: Acceptance of the wage determination is usually implicit upon awarding the contract.

Davis-Bacon Act. (3) Construction contracts for more than $2,000 must include a provision for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. § 3145)**, which 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. Include copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.

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, as supplemented by Department of Labor regulations (29 CFR Part 5).

   Under 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.** Contracts entered into with a small business firm or nonprofit organization and the Federal award meets the definition of "funding agreement", must comply with the requirements of 37 CFR §401, Rights to Inventions made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

G. **Clean Air Act & Federal Water Pollution Control Act.** Contracts and subcontracts of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to comply with the Clean Air Act (42 U.S.C. §7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §1251-1387).

H. **Debarment & Suspension.** The Town and its contractor(s) must comply with CDBG regulations regarding debarred or suspended entities, specifically including 24 CFR § 570.609. Contracts must not be awarded to parties listed on the government wide exclusions in the System for Award Management (SAM).

I. **Byrd Anti-Lobbying Amendment.** Contractors that apply or bid for any awards must file the required certification affirming their compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

J. Access by the The Town, FloridaCommerce, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor and subcontractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Contracts are subject to HUD's Green Building Standards requirements per Federal Register Notices (81 FR 83254).

PROCUREMENT OF RECOVERED MATERIALS

When preparing specifications for products that can be produced from recovered materials, Subrecipient Name the Town should include a clause indicating the desire for recycled products. The Town should also define, for the purposes of the specific purchase, the minimum percentage of recovered material which will be required to be considered for the ten percent (10%) preference. In addition, The Town should describe the award process so that all vendors know how the evaluation and award is to be made. The Town and its contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The authorized purchasing official shall, to the greatest extent practicable, provide a preference for the

purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322 and the Build America, Buy America Act (BABAA). This requirement shall be included in all applicable procurement solicitations and contracts for infrastructure projects funded with Federal financial assistance. Authorized purchasing official(s) shall ensure that all contractors, subcontractors, and suppliers comply with BABAA requirements, including that iron, steel, manufactured products, and construction materials are produced in the United States, unless a valid waiver or exception is approved. Documentation demonstrating compliance, including certifications and supporting records, shall be maintained in the procurement file.

RECORDKEEPING & ACCESS TO RECORDS

The authorized purchasing official(s) shall maintain records sufficient to detail the history of each procurement action. These records shall include rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The records shall also include a justification for lack of competition when competitive bids or offers are not obtained, and the basis for the award, cost or price.

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Town which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Town's personnel for the purpose of interview and discussion related to such documents. The Town shall include provisions in all awarded contracts that these rights also apply to contractors and that contractors shall maintain all required records 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.

ELIGIBILITY & DEBARMENT

Prior to the award of a contract with a contractor, The Town shall verify eligibility and debarment status through the System for Award Management (SAM.gov) of the prime contractor and all subcontractors and sub-tier subcontractor prior to issuing a contract, including subcontractors and sub-tier subcontractors that were not submitted with the prime contractor's bid, but were utilized for the contract after contract award. The Town shall not enter into any contract with any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Town will maintain proof of SAM.gov verification in project files in line with recordkeeping requirements.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

The Town will comply with Executive Order 11-116, signed May 27, 2011, by the Governor of Florida which requires all agencies under the direction of the Governor to include, as a condition of all contracts for the provision of goods and services in excess of nominal value to expressly require subrecipients to:

> Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subrecipient during the subrecipient's executed grant agreement term; and

> Include in all contracts the requirement that contractors, subcontractors, consultants, and subrecipients performing work or providing services use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants, and subrecipients during the term of the agreement.

SECTION 3

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires recipients and subrecipients of CDBG-DR funds to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to low-and very low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low-income persons.

It is the policy of the Town to ensure that economic opportunities generated from HUD-funded projects to the greatest extent feasible, will be directed to low and very low-income persons, particularly those receiving assistance for housing, and the businesses that provide economic opportunities to these persons. The Town will utilize its policies with the intent to direct opportunities to local residents and businesses by requesting all contractors and subcontractors to make a good faith effort 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.

The Town implements this policy through the awarding contracts to contractors, vendors, professional service providers, consultants and suppliers, to create employment and business opportunities for residents in disaster declared areas throughout Florida and other qualified low- and very low-income persons. The Town hopes to strengthen local economies and level the playing field for Section 3 workers and businesses who are most vulnerable post-disaster.

The requirements of Section 3 are dependent upon the date of the contract award.

- Contracts awarded before November 30, 2020, are subject to the Section 3 requirements in 24 CFR 135,
- Contracts awarded on or after November 30, 2020, are subject to the Section 3 requirements in 24 CFR 75

Contracts subject to 24 CFR 75 are also responsible for meeting the compliance requirements of 24 CFR 135 unless superseded by 24 CFR 75.

Town of St. Lucie Village
Compliance Monitoring for CDBG-DR Programs
Policy and Procedures

INTRODUCTION

Per CDBG regulations at 24 C.F.R. 570.501(b), subrecipients of CDBG-DR funds are responsible for carrying out their programs in compliance with HUD's CDBG-DR Program requirements and federal regulatory requirements, including monitoring their project administrators/consultants, contractors, and subcontractors.

Additionally, 2 CFR 200.328 states that the non-federal entity is responsible for the oversight of the operations of federal award supported activities and that such monitoring must cover each program, function, or activity.

As such, throughout the application, planning, design, and implementation phase of the CDBG-DR project, The Town will conduct monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases. The Town will work to ensure that the project(s) and program(s) are operating efficiently and effectively and that CDBG-DR funds are being used appropriately. Conducting effective monitoring of program compliance with program guidelines, requirements, regulations, and procedures is important for identifying areas of strong performance and areas that need improvement and/or corrective action.

(As used herein, the term "Mayor" shall include the Town's Vice-Mayor as the responsible or authorized party if the Mayor is unable or unauthorized to timely act.)

The Town has established the Compliance Monitoring Plan (CMP) to:

- Gauge the overall progress and effectiveness of project/program implementation.
- Identify and resolve compliance issues that may compromise project/program integrity, funding, and service delivery.
- Identify areas that would benefit from technical assistance and/or training.

The CMP may be updated as needed based on program design and any applicable changes to federal and local requirements over the life of the grant.

TYPES OF MONITORING

The Grant Administrator, subject to review by the Mayor, will perform an initial risk assessment to evaluate each CDBG-DR project/program to determine what level of monitoring will be conducted to ensure that all projects are compliant. A range of monitoring methods will be used including, but not limited to:

- **Desk Reviews:** A review of documents submitted by program administration staff, financial management staff, consultants/contractors/vendors.
- **Onsite Reviews:** A review of documentation to ensure compliance and completeness, financial expenditure records, interviews with program administration and financial management staff, and inspection of records for the CDBG-DR activities conducted.
- **Internal Team Reviews:** Pre-monitoring assistance provided during both the early stages of program development and during instances of program staff turnover to assess critical risks and rebuild capacity, including a review of detailed processes to preempt any potential future compliance issues.

Standardized monitoring checklists will be used to ensure consistency and to provide a detailed record of the monitoring.

RISK ASSESSMENT

The Grant Administrator, subject to review by the Mayor, will conduct a risk assessment on all programs in order to identify those projects and programs that are most susceptible to fraud, abuse, or mismanagement. The risk assessment provides critical information to effectively target resources toward projects and programs that pose the greatest risk to the integrity of the Town's CDBG-DR funding, including identification of the projects and programs to be monitored on-site and remotely, the program areas to be covered, and the depth of the review. This assessment will allow the Town to minimize potential risk as it administers its CDBG-DR allocation. The matrix below lists the risk assessment criteria. In addition to the quantitative measures listed in the matrix, qualitative risk factors may also be considered. This will not change the overall risk score but may provide justification for including a project/program in the CMP. Such qualitative factors include but are not limited to:

- local media reports
- litigation
- major new programs undertaken
- subsequent disasters
- staff turnover
- citizen complaints.

The Town's CMP includes a Risk Matrix which lists the general risk assessment criteria. In addition to the quantitative measures listed in the matrix, qualitative risk factors may also be considered. The consideration of qualitative risk factors will not change the overall risk score but may provide justification for including an entity in the Monitoring Workplan and Approach. Such qualitative factors include but are not limited to local media reports, litigation, major new programs undertaken, subsequent disasters, staff turnover, and citizen complaints. The Town may adjust the matrix outlined below to reflect new criteria or risk factors as identified.

CRITERIA	DESCRIPTION	HIGH RISK 10 Points	MEDIUM RISK 6 Points	LOW RISK 3 Points
Organizational Capacity	Subrecipient's current grant management staff capacity and its ability to ensure programmatic compliance with the CDBG-DR regulations.	Turnover of at least 1 key person and program complexity is greater than programmatic knowledge and capacity of its current staff.	Program complexity is greater than programmatic knowledge and capacity of its current staff.	No turnover and program complexity are in line with current staff capacity and program knowledge.

CRITERIA	DESCRIPTION	HIGH RISK	MEDIUM RISK	LOW RISK
Financial Management/ Funding Award	Total funds allocated to the program, including all funding sources (e.g., federal/state grants, leverage funds, in- kind donations, SBA loans, etc.).	**7 Points** Over $100M	**5 Points** $50M - $100M	**3 Points** Less than $50M
Project Complexity	• Type of activities • Complexity of project implementation process • Applicability of federal cross-cutting requirements • Existing policies and procedures • Multiple departments/ agencies involved in project	**10 Points** 4+ activity types; Highly complex implementation process; Many cross-cutting requirements apply; No drafted program policies & procedures, and/or internal SOPs; 3+ departments/ agencies involved in project	**6 Points** 3 or fewer activity types; Implementation process may strain resources; Cross-cutting requirements apply; Drafted but not approved program policies & procedures, and/or internal SOPs; 2 departments/ agencies involved in project	**3 Points** 1-2 activity types; Implementation process is manageable; Little or no cross-cutting requirements apply; Approved program policies & procedures, and/or internal SOPs; 1 or less departments/agencies involved in project
Implementation Method	Type of entity implementing the project (more layers, more risk).	**8 Points** Subrecipient with no CDBG Infrastructure experience	**5 Points** Subrecipient with CDBG Infrastructure experience	**2 Points** Consultant
Relevant Experience	Prior experience administering CDBG-DR/MIT and/or other federal grant programs.	**10 Points** No experience	**6 Points** 1-3 years	**3 Points** 4+ years
Compliance History	Prior monitoring/ compliance history with federally funded programs.	**8 Points** No past monitoring or severe deficiencies were identified.	**5 Points** Evidence of prior monitoring; deficiencies noted, but none severe.	**2 Points** Evidence of prior monitoring; no deficiencies noted.
Project Implementation Timeline	Projected vs actual timeline for program completion, Deliverables/tasks completed timely;	**5 Points** Significant project delays experienced (longer than six months).	**3 Points** Project delays less than six months.	**1 Point** Project moving along according to schedule.

	performance management.			
Drawdown/ Expenditure Rate	CDBG-DR award funding is spent according to project budget and activity work plan.	**8 Points** Spending below expectations	**5 Points** Spending meeting expectations	**1 Point** Above Expectations - *project implementation is ahead of schedule*

MONITORING

After the risk analyses are complete and results are finalized, high-risk programs, as identified through the primary factors above, may be reviewed more frequently. Technical assistance may be provided for additional guidance and support.

As necessary and possible, the Town will, with the assistance of the Grant Administrator, conduct programmatic and fiscal monitoring reviews for each active CDBG-MIT program or subrecipient (2 CFR 200.332(b)). Desk reviews may be performed if an onsite review is not feasible. Additional monitoring may occur if a matter is uncovered by an external audit or additional monitoring is necessitated by the possibility of fraud, waste, or mismanagement.

MONITORING SUPPORT TEAM

Once a Risk Assessment is completed on a new program and if assistance needs are identified in the early stages of program development and implementation, The Town may approve a Monitoring Support Team, to include the Grant Administrator. The Monitoring Support Team coordinates with the Town's program staff to ensure full understanding of program status and undertake pre-monitoring assistance to address identified potential risks that may arise as the program develops towards implementation and establishes a work plan to implement solutions during program development.

Following are the three stages of the Monitoring Support Team process:

1. Post-Risk Assessment and Work Plan Development
    - A. Identify key findings of assessment and discuss remedies with program staff.
    - B. Develop recommendations for resolving identified risks.
    - C. Collaborate with program staff to develop goals and action items for recommendations.
    - D. Develop key milestones and due dates for action items.
    - E. Incorporate work plan into the program implementation timeline.
2. Program Implementation
    - A. Re-evaluate program for identified risks and make assessment on improvements made or outstanding risks to be addressed.
    - B. On-going collaboration with program staff to address risks and complete workplan.
3. Risk Reduction Feedback/Results

A. Develop a summary of how the risk analysis recommendations and workplan goals or action items resulted in a measurable reduction in risk within the program, which also includes program best practices and lessons learned.

B. Circulate as appropriate throughout DEO to be referenced for similar programs going forward as institutional knowledge to reference.

MONITORING PROCESS

Programmatic Monitoring

The monitoring review is broken into 4 stages: planning, fieldwork, reporting, and response.

Planning

Once the workplan has been established, an individual, written monitoring strategy will also be developed to further define the scope and focus of each monitoring engagement. In developing the monitoring strategy, the Monitoring Support Team will identify key risk factors associated with specific activities to be monitored, the likelihood of non-compliance and the potential impact. This will determine critical risks that should be addressed during the monitoring visit.

Furthermore, for the Grant Administrator or other consultant/contractor monitoring engagements, all consultants/contractors implementing projects under the monitored programs will undergo a risk assessment. This assessment will review key risk criteria as identified in the Risk Matrix above but will include additional risk factors such as a review of past the Town's monitoring and federal Single Audit findings for evidence of outstanding sanctions or non-compliance. These risk assessments will be similar in scope but conducted solely on applicable consultants/contractors during the planning phase of monitoring engagements. The assessment results will support the Town in the identification of high-risk consultants/contractors and/or CDBG-DR projects, that will be monitored more frequently as part of the monitoringstrategy.

The program and/or entity being monitored will receive a notification letter within 30 days of the planned monitoring review (Desk Monitoring or On-Site Monitoring for construction projects) which will detail the type of monitoring, timeframe to conduct the monitoring, and the nature and scope of the review. Preliminary documentation may be requested to facilitate further planning, such as sample selection, prior to the start of the monitoring. To the greatest extent feasible, documentation on-hand should be reviewed prior to the monitoring engagement to maximize the time available for reviewing documents during the monitoring. Such documentation may include the following:

- Active written agreements with the Monitored Entity.
- Progress and performance reports.
- Payment requests including invoices and support documentation.
- Documentation of previous monitoring(s), including open findings.
- Section 3, Davis-Bacon, Labor Standards, etc. required documentation.
- Copies of any audit reports of the entity/program; and
- Any documentation received from the Monitored Entity.

Any potential deficiencies or evidence of non-compliance identified from the review of documentation prior to the engagement will be incorporated into the monitoring strategy.

Fieldwork

The fieldwork stage is comprised of two monitoring review types: desk monitoring and on-site monitoring. Each form of monitoring has its own process and requirements in order to complete the monitoring:

- Desk Monitoring: A desk monitoring should not exceed 10 business days from the start date of the monitoring. Extensions for desk monitoring can be allowed under extenuating circumstances.

- On-site Monitoring: On-site monitoring should not exceed 5 business days from the start of the monitoring. However, additional on-site reviews at different satellite locations, e.g., different contractors/construction sites, may require an extension of time out in the field in order to complete on-site review(s).

During the fieldwork stage, the Town will, with the assistance of the Grant Administrator, conduct an entrance conference with the appropriate representatives to explain the purpose of review. During the meeting, Subrecipient Compliance Team will:

- Explain the purpose, scope and schedule of the Monitoring Event.

- Confirm key personnel that will assist during the monitoring.

- Determine the times for interviews with key personnel, including the times for key personnel to be available to answer questions about files, if necessary.

- Schedule physical inspections, if applicable; and

- Verify the project grant administration to be reviewed and how access to file will be granted.

Thereafter, the Town should receive access to all documents requested in the notification letter and the sample of files selected for review. The Town will, with the assistance of the Grant Administrator, use the monitoring checklists identified during the planning phase to perform the review. The checklists will be completed by the Town throughout the monitoring event, including the notes related to the file review and interviews with key personnel.

Throughout the engagement, the monitoring staff will maintain an on-going dialogue with the program/project management staff. This communication will keep the Town staff informed as to how the monitoring is progressing, enable discussion of any problem areas encountered, and provide the program/project management team an opportunity to present additional information regarding preliminary findings and concerns. This will also minimize the potential for surprises during the exit conference or in the Monitoring Report.

At the conclusion of the monitoring review, The Town will, with the assistance of the Grant Administrator, conduct an exit conference with key personnel to discuss preliminary findings and concerns. This meeting includes the following objectives:

- To present preliminary results of the monitoring visit and establish a clear understanding of the results of the monitoring review and next steps.

- To provide an opportunity for the program/project team to correct any misconceptions or misunderstandings.

- To secure additional information to clarify or support the position of the program/project team; and
- To provide an opportunity for the program/project team to report any steps taken to correct any deficiencies identified throughout the monitoring review.

During the exit conference, the monitoring team will also communicate next steps with the program/project management staff and establish timelines for corrective actions, if necessary. All stakeholders should have a clear understanding of the monitoring results at the conclusion of the fieldwork phase.

Although the monitoring review may conclude once The Town has conducted the exit conference, the monitored entity may be given the opportunity to provide documents to resolve preliminary findings and concerns notated in the exit conference prior to the issuance of the official Monitoring Report. The documents could result in a monitoring review conclusion which may impact the final monitoring results. In most cases, this additional review will further clarify monitoring conclusions raised during the exit conference and will not result in any substantial changes in the preliminary monitoring results or review scope. Regardless of the level of changes to the preliminary monitoring results, if any additional items are identified after fieldwork is complete that affects the final report, the program/project staff or subrecipient should be made aware prior to the issuance of the report.

Reporting

Once fieldwork is completed, a Monitoring Report will be prepared and signed by the OLTR Compliance and Reporting Manager, OLTR Administration Bureau Chief at FloridaCommerce, or their designee, within 60 days from the date of the exit conference, which summarizes the result of the monitoring review. The report should correspond to items discussed during the exit conference. Monitoring reviews may result in:

- **Findings** – issues that require immediate corrective actions by the program.
- **Concerns** – issues regarding the performance of programs or activities that may result in noncompliance if they are not addressed.
- **Observations** – issues which could lead to a concern or finding if not addressed, but there is not enough evidence at the time of the monitoring that would warrant a concern or finding.

The report will include recommended corrective actions that would remedy the identified deficiency or concern. The tone of the Monitoring Report should be positive and strike a balance between recognizing the common goal of responsibly and effectively implementing CDBG-DR program(s) and reinforcing the needs and requirements to correct any deficiencies. If appropriate, the report should include significant accomplishments or positive changes to establish and/or maintain positive relationships and to recognize the dedication and commitment of the program/project management staff to the program mission.

Response

The program/project management staff or consultant (Grant Administrator) have 30 days to respond to all findings in the written Monitoring Report, unless an alternate timeline is specified in the report. The management response should include a plan and timeline for completing the required corrective actions, or proposals for alternate actions to remedy the situation. For example, the plan and timeline would outline an avenue for program/project management staff or consultant to request an extension of time, usually an additional 30 days, to complete corrective actions or to allow justifications for alternative correction actions. If issues are identified for corrective action and/or the responses to the Monitoring Report are deemed insufficient or incomplete, follow-up actions will be scheduled to track and record the progress of the resolution, including the submission of follow-up letters and issuance of incomplete corrective action determinations. These follow-up actions usually take no longer than 60-90 days from the issuance of the initial Monitoring Report, but the timing and frequency of the follow-up communication will be determined at the Town's discretion and should be based on the severity of the deficiency. All follow-up actions and determinations on incomplete actions or responses will be documented.

Once all findings and concerns have been remediated, the Town Compliance and Reporting Manager, or their designee, will issue a Clearance Letter to the contractor's project manager or consultant indicating that the issue has been closed. If in the course of finalizing the Monitoring Report, or during the monitoring visit, there was completion in addressing prior findings, the Monitoring Report may serve as the clearance letter, noting that the prior findings were resolved. All findings must be addressed prior to closure of the program/project.

FISCAL MONITORING

The Town will, with assistance of Grant Administrator, perform fiscal monitoring reviews internally for all programs/projects that receive CDBG-DR funding. There are three events that trigger a fiscal monitoring review of a project and/or consultant:

- First draw request,
- Earlier of 25% or $1 million of draw requests, and
- Final draw request

The monitoring process for fiscal monitoring mimics the process for programmatic monitoring. The Town will perform planning, fieldwork, reporting, and receive responses for any findings or concerns needing resolution that were noted in the final report.

TECHNICAL ASSISTANCE

The Town's **Grant Administrator** will continuously identify areas of opportunity to provide technical assistance (TA) where needed. The objective of technical assistance is to ensure compliance with Federal and State regulations and program requirements. The nature and extent of TA will be determined at the discretion of the Town's Compliance Team. Some examples of TA will include:

- Verbal or written advice
- Formal training; and/or
- Documentation and guidance.

When deficiencies are identified through monitoring activities, TA may be required to assist in the resolution of the deficiency. If similar deficiencies are noted for multiple entities, organized TA activities may be coordinated. The training shall be coordinated between monitoring staff and program management staff, and training materials will be posted to the Town's website for reference.

REMEDIES FOR NON-COMPLIANCE

In accordance with 2 CFR 200.338 to 200.342, in the event that the program/project management staff or consultant fails to correct identified deficiencies within a time period which is 90 days of greater from the issuance of the official Monitoring Report, the Town may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the program/project management staff/consultant or more severe enforcement action by the Town.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the contract.
- Recommend the Federal Awarding Agency initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
- Withhold further awards for the project or program.
- Take other remedies that may be legally available.

Additionally, and as identified within 2 CFR 200.521, the Town may enact management decisions if continual consultant non-compliance or deficiencies exist through incomplete corrective actions. These conditions may arise from monitoring findings as well as audit findings through the use of any federal subaward the Town has received. In these cases, the Town may also utilize the remedies described above and/or in consultant agreement in an effort to ensure a consultant comes back into compliance. These decisions may occur as a result of the following reviews:

- A systemic or unresolved deficiency from a monitoring engagement as detailed within this section, with the consultant responding as outlined within the Response phase; or
- Any deficiency(ies) or determination(s) of non-compliance which are identified through other Town initiated audit review(s).

Town of St. Lucie Village
Anti-Fraud, Waste, and Abuse (AFWA)
Policy and Procedures

PURPOSE

The purpose of this Anti-Fraud, Waste, and Abuse (AFWA) Policy is to establish a comprehensive framework for the prevention, detection, reporting, and resolution of fraud, waste, and abuse associated with CDBG-DR funded activities. This policy ensures that all funds are used in accordance with applicable federal and state requirements and reinforces the Town's commitment to transparency, accountability, and responsible stewardship of public resources.

REGULATORY AUTHORITY

This policy is established in accordance with applicable federal and state laws and regulations, including but not limited to 2 CFR §200.303 (Internal Controls), 2 CFR §200.400–405 (Cost Principles), 2 CFR §200.334 (Record Retention), 18 U.S.C. §1001 (False Statements), Section 112.3187, Florida Statutes (Whistle-blower's Act), and Section 837.06, Florida Statutes (False Official Statements). This policy also aligns with applicable HUD Federal Register Notices governing CDBG-DR and CDBG-MIT programs, as well as any relevant local ordinances.

DEFINITIONS

Fraud is defined as any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or the perpetrator achieving a gain. Fraud includes false representation of facts, making false statements, or by concealment of information.

Examples of fraud include, but are not limited to:

- Misrepresentation of:
    - Income (Unreported or under-reported)
    - Household composition
    - Financial resources (transferred or hidden resources)
    - Residency
    - Citizenship status
- Using another person's identification
- Falsifying documents such as:
    - Invoices
    - Timesheets
- Forging signatures or documents
- Concealing access to duplicate funding
- Misrepresenting a medical condition to obtain additional benefit
- Misusing funds (diverting them for an unintended use)

Waste is defined as the act of using or expending resources carelessly, extravagantly, or for no purpose, including inefficient or ineffective practices that result in unnecessary costs. This includes situations where unnecessary costs are incurred due to inefficient or ineffective practices, systems, or controls, and includes but is not limited to the following examples:

- Purchasing unnecessary supplies, material, and equipment.
- Purchasing supplies without regard to cost; and
- Using supplies, materials, and equipment carelessly resulting in unnecessary waste and replacement.

Abuse is defined as behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary under the circumstances.

Examples include but are not limited to the following:

- Making procurement or vendor selections that are contrary to existing policies or are unnecessarily extravagant or expensive.
- Receiving favor for awarding contracts to certain vendors.
- Using one's position for personal gain or to gain an advantage over another.
- Failing to report damage to equipment or property.
- Creating unneeded overtime; and
- Requesting staff to perform personal errands or work tasks for a supervisor or manager.

Other actions constituting fraud, waste, and abuse include, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, supplies or assets
- Impropriety in handling or reporting money or financial transactions
- Profiting as a result of insider knowledge
- Unauthorized disclosure of confidential or private information
- Accepting or seeking anything of material value from contractors, vendors or any person that seeks a beneficial decision, contract, or action for CDBG-DR activities.
- Unnecessary cost or expenditures
- Diversion of program resources

ROLES AND RESPONSIBILITIES

The Town's Mayor, with guidance and assistance from the Town's Grant Administrator, is responsible for ensuring overall compliance with federal, state, and programmatic requirements, including reporting obligations. The Town's Grant Administrator is responsible for implementing oversight activities, conducting reviews, and coordinating investigations related to fraud, waste, and abuse. Town Clerk is responsible for maintaining proper financial controls and ensuring that all expenditures are allowable, reasonable, and properly documented. All employees, contractors, and partners are responsible for adhering to this policy and promptly reporting any suspected fraud, waste, or abuse. The Town and external partners must also comply with these requirements as a condition of receiving CDBG-DR funding. (As used herein, the term "Mayor" shall include the Town's Vice-Mayor as the responsible or authorized party if the Mayor is unable or unavailable to timely act.)

INTERNAL CONTROLS

The Town, with the assistance of the Grant Administrator, shall establish and maintain effective internal controls over all CDBG-DR and CDBG-MIT funded activities in accordance with 2 CFR §200.303. These controls shall include, but are not limited to, segregation of duties, proper authorization and approval processes, accurate and complete recordkeeping, regular monitoring and oversight activities, and implementation of corrective actions when deficiencies are identified. The Town shall also utilize a risk-based approach to identify areas of higher susceptibility to fraud, waste, and abuse and allocate oversight resources accordingly.

FRAUD AWARENESS AND PREVENTION

The Town is committed to promoting a culture of integrity and accountability. This includes providing ongoing training for staff, ensuring clear communication of expectations, incorporating fraud prevention clauses into contracts and agreements, and conducting regular internal monitoring and risk assessments. The Town may also utilize data analysis and performance monitoring tools to identify anomalies or trends that may indicate potential fraud, waste, or abuse.

Below are some preventative measures the Town, with the advice and support of the Grant Administrator, will take to proactively combat fraud, waste, and abuse:

- Post the Town's fraud hotline number (772) 295-7174 (the Town Clerk's phone number) in a conspicuous place.
- Ensure that employees know they can report fraud anonymously.
- Ensure no employee has too much control over multiple functions (e.g., the person who reconciles the bank statement will not write or sign checks).
- Perform background checks before hiring employees, particularly employees who will have control over money or be involved in financial matters of the Town.
- Ensure ongoing compliance with federal, state, and local regulations through review of the policies and procedures, applicant eligibility and award determinations, and program activity files.
- Conduct regular internal monitoring of the Town CDBG-DR programs and report results to program managers and the Town Mayor.
- Provide oversight monitoring for the Town's CDBG-DR contractor(s).
- Monitor any potential duplication of benefits, any anomalies, any suspected fraud related to performance problems, and any abuse of funds, as required by FloridaCommerce grant requirements.
- Review the risk level associated with all CDBG-DR grant programs to determine the frequency of monitoring, as required by FloridaCommerce grant requirements.
- Identify and assist with investigations of potential fraud, referring cases to FloridaCommerce as appropriate.

- Oversee and coordinate all reporting for the Town CDBG-DR programs, including state reporting requirements, data analysis, and providing data dashboards, as needed.
- Provide technical assistance to program areas regarding compliance issues and questions, as well as with the resolution of monitoring findings.
- Require all staff to review this AFWA policy and complete the acknowledgement form at the end of this policy.

FRAUD-RELATED TRAINING

All Town staff shall attend fraud-related training required by HUD and FloridaCommerce, to assist in the proper management and use of CDBG-DR grant funds.

REPORTING REQUIREMENTS

All individuals have a responsibility to report suspected fraud, waste, or abuse. Allegations of waste or abuse may be reported internally through designated reporting channels, including hotline numbers or official email addresses. Allegations of fraud must be reported immediately to FloridaCommerce at cdbgdr_antifraudwasteabuse@commerce.fl.gov and the HUD Office of Inspector General (OIG) at https://www.hudoig.gov/hotline/report-fraud or HUD OIG Hotline number: 1-800-347-3735. The Town shall ensure that reporting mechanisms are accessible and that individuals may report concerns anonymously if desired.

FLORIDA'S WHISTLE-BLOWER'S ACT

The Town understands that confidentiality is important to avoid retaliation against individuals who report suspected or alleged fraud, waste, or abuse. Florida's Whistle-blower's Act prevents agencies or independent contractors from taking retaliatory action against an employee who reports to a person or agency designated by the statute (see next paragraph below) violations of law on the part of a public employer or independent contractor (as defined in Section 112.3187(3)(d), Florida Statutes), that create a substantial and specific danger to the public's health, safety or welfare.

It also prevents agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

Violations of this act should be reported in accordance with Section 112.3187, Florida Statutes. Any employee who has a complaint should immediately contact the Department head, Office of the Inspector General, the Governor's Office of the Chief Inspector General, the Florida Commission on Human Relations, or the state's whistle-blower's hotline at 1-800-543-5353 (Section 112.3187, Florida Statutes).

INVESTIGATION

All reported allegations shall be documented and reviewed promptly. The Town will conduct preliminary assessments of reported waste or abuse and determine whether further investigation is warranted. All suspected fraud cases shall be referred to FloridaCommerce or appropriate external authorities and shall not be investigated internally due to the potential for criminal implications. The Town shall maintain documentation of all complaints, reviews, and determinations in accordance with applicable requirements.

RECORD RETENTION

All records related to fraud, waste, and abuse reporting, investigations, and corrective actions shall be maintained in accordance with 2 CFR §200.334 and applicable state record retention requirements. Records shall be stored securely and made available for review upon request by authorized entities.

ADMINISTRATION

This AFWA policy will be reviewed annually and revised as necessary to comply with Federal and State requirements. The Town, in consultation with the Town's Grant Administrator, is responsible for the administration, revision, and application of this policy, which will take effect immediately following its approval.

Acknowledgment

Town of St. Lucie Village
Anti-Fraud, Waste, and Abuse (AFWA)
Policy Acknowledgment Form

I acknowledge (with my signature below) that I have received and read a copy of the Anti-Fraud, Waste, and Abuse policy and will adhere to the requirements associated with my employment at the Town of St. Lucie Village.

____________________________ ____________________________

Signature Date

____

Print Name

Town of St. Lucie Village
CDBG-DR Citizen Participation Plan
2023-2024 Storms

INTRODUCTION

The Town has created this detailed Citizen Participation Plan to satisfy the requirements of the Housing and Community Development Act of 1974 as amended, 24 CFR 570.431 and 24 CFR 570.486 and sets forth the jurisdiction's policies and procedures for facilitating citizen participation. This Citizen Participation Plan is consistent with the requirements Section 508 of the Housing and Community Development Act of 1987 which amends Section 104(a) of the Housing and Community Development Act of 1974, 24 CFR 570. The Plan sets forth the procedures for Citizen Participation that shall be utilized during each stage of the Community Development Block Grant process and upon its adoption by the Town shall remain in effect until otherwise amended.

PURPOSE

The purpose of this plan is to provide the citizens of the Town with an adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, development, implementation, and assessment of the Town's Community Development Block Grant Program-Disaster Recovery Project.

It is the intent of the Town, through this Citizen Participation Plan:

- To increase interchange of information between CDBG Staff and the local citizens concerning community development and related concerns.
- To heighten public awareness as to the purpose and function of the CDBG Program and the types of assistance available, especially among low/moderate income residents of CDBG target areas.
- To increase community participation in program planning and implementation and thereby create local support for CDBG goals.
- To allow affected or potentially affected citizens to directly assist in shaping and guiding the program's impact upon their neighborhood as well as the community at large.

Citizen participation is a vital element in the preparation of a method by which community involvement will be solicited and maintained throughout the entire Community Development Block Grant process. The Town strives to ensure such participation by utilizing the public hearing process and by appointing a Citizens Advisory Committee.

It is the policy of the Town that the effectiveness of citizen participation in the planning, development, implementation, and assessment of the Community Development Block Grant process be analyzed during the public hearings and other called meetings and amendments to the Plan made when necessary. The Town will solicit, and respond in a timely manner to, the views and proposals of all citizens, particularly low- and moderate-income persons, members of minority groups, and residents of blighted areas where the potential exists for the undertaking of CDBG eligible activities.

A. Access to Records

1. The Town maintains a complete project file on its Community Development Block Grant program(s) which is available for public inspection during regular office hours in the Town Attorney's office. This file shall include but not be limited to the following:

    a. Citizen's Participation Plan
    b. Community Development Plan
    c. Community Development Block Grant Application
    d. Program Amendments
    e. Environmental Review Record
    f. Financial Status
    g. Fair Housing Ordinance
    h. Equal Opportunity Requirements
    i. Policies and Procedures Governing Beneficiary Eligibility
    j. Performance Assessment Report
    k. Written Comments and Town Response

2. Generally, the project file is available for review by any citizen or group; however, in no case will disclosure be made of any program participant's financial status.

B. Technical Assistance

Program staff will provide technical assistance to citizens' committees, groups, and interested persons in the citizen participation process. This technical assistance shall focus on increasing public access to participating in the Community Development Block Grant decision making process through the Citizens Advisory Committee and ensuring that this participation is meaningful.

Technical assistance will be utilized to foster an understanding of program requirements, i.e., equal opportunity, relocation, environmental policies, beneficiary eligibility, etc.

Town of St. Lucie Village
Citizen Complaints and Appeals Policy

PURPOSE

The Town is committed to addressing any concerns or grievances related to FloridaCommerce's or the Town's CDBG-DR program. Our goal is to resolve complaints and appeals received by the Town efficiently and fairly. Anyone affected by the program can submit a complaint or appeal at any time. The Town will address all submissions within fifteen (15) working days of receipt, where practicable.

HOW TO SUBMIT COMPLAINTS AND INQUIRIES

Complaints or inquiries may be submitted using any of the following methods:

- Online: Fill out the online form at insert website link
- Mail: Send complaints or inquiries to:

  Town of St. Lucie Village

  c/o Paulette Burgess, Clerk

  215 Hunt Avenue

  St. Lucie Village, FL 34946
- Email: Write us at paulette.burgess@stlucievillagefl.gov
- Phone: Call our hotline at (772) 295-7174
- In-Person: Town Attorney's Office, 311 South 2nd Street, Suite 200, Fort Pierce, FL 34950

HANDLING COMPLAINTS AND INQUIRIES

Upon receipt, all complaints and inquiries will be reviewed by the Town of St. Lucie Village's program staff in conjunction with the Grant Administrator, for:

- Investigation, if needed
- Resolution or follow-up actions

The Town maintains a tracking system for all submissions, including:

- Complainant's name and contact information
- Date received
- Description of the issue
- Names of individuals contacted
- Summary of results and resolution

The Town will make every effort to provide a timely written response to complaints and inquiries within fifteen (15) working days of receipt of complaint, where practicable. The Town's goal is to address all concerns sensitively and fairly.

The Town program staff will review complaints and inquiries monthly to identify any patterns that might indicate a need for policy changes or additional training.

COMPLAINT PROCEDURE

The following procedures will be followed for all complaints related to the CDBG-DR program received by the Town.

1. The complainant shall notify the Town Clerk of the complaint. The initial complaint may be expressed verbally or by written correspondence. If the complaint is submitted verbally, the Town Clerk will document the substance of the complaint, as well as the date and time the complaint was received.
2. The Town Clerk will notify the Town Mayor and Attorney of the complaint within two (2) working days. (As used in this Policy, the term "Mayor" shall include the Town's Vice-Mayor as the responsible or authorized party if the Mayor is unable or unavailable to timely act.)
3. The Town Attorney will investigate the complaint and will report the findings to the Town's Mayor and Board of Aldermen within three (3) working days.
4. Town's Mayor will notify the complainant of the findings of the Town Attorney in writing or by telephone within ten (10) working days, where practicable. If the Town is unable to respond to the complainant within fifteen (15) days from receipt of the complaint, the Town will document why additional time is needed.
5. If the complainant is aggrieved by the decision, they must submit the complaint in writing (if previously submitted verbally) to the Town Clerk, who will forward the complaint along with actions taken by the Town Attorney to the Town's Board of Aldermen for their review. This will be accomplished within five (5) working days of receipt of the written complaint.
6. The Board of Aldermen will have thirty (30) working days to review the complaint and respond to the complainant in writing.
7. If the complainant is not satisfied with the response of the Board of Aldermen they must notify the Town Clerk in writing that he or she requests a hearing by the Board of Aldermen. The complainant will then be placed on the next regularly scheduled meeting agenda. The Town Clerk will notify the complainant in writing of the date of the hearing.
8. At the hearing, the complainant will have the opportunity to present all relevant facts, witnesses, etc., relating to the substance of the complaint. The Town governing body will consider the evidence presented at the hearing and forward to the complainant within ten (10) days a certified copy of the minutes of the hearing and a response to the complaint.

Complaints concerning the general administration of the CDBG-DR Program may be submitted in writing directly to (FloridaCommerce) the following address:

FloridaCommerce
Office of Long-Term Resiliency
The Caldwell Building
107 E Madison St. MSC 420
Tallahassee, Florida 32399

Complaints can also be submitted to FloridaCommerce via the agency's website at https://www.floridajobs.org/office-directory/office-of-the-inspector-general/complaint2.

COMPLAINTS RELATED TO FAIR HOUSING AND EQUAL OPPORTUNITY VIOLATIONS

All citizen complaints relating to Fair Housing or Equal Opportunity Violations alleging discrimination shall be forwarded to HUD for resolution, via the following methods:

U.S. Department of Housing and Urban Development
Regional IV, Atlanta Regional Office of FHEO
77 Forsyth Street SW
Atlanta, GA 30303

Or

Complainant may contact the HUD FH/EO Intake Specialist directly at the Toll-Free Telephone at:

1-(800) 669-9777

Or

Complainant may submit an inquiry online at https://www.hud.gov/fairhousing/fileacomplaint.

FORMAL APPEALS

Specific policies and procedures related to filing appeals, as well as the type(s) of determinations that are appealable, are detailed in individual FloridaCommerce-approved program guidelines.

Citizens, however, can generally appeal decisions relating to:

- Program eligibility
- Assistance award calculations
- Program outcomes related to damage assessments

Opportunities for administrative hearings are provided to all appellants pursuant to section 120.569, Florida Statutes. Refer to Florida Administrative Code rules 28-106.104(2), 28-106.20(2), and 28-106.301 for details on filing a petition. Mediation is also available under Section 120.573, Florida Statutes.

Petitions must be filed with the Agency clerk within thirty (30) calendar days of receiving the determination from the Town. If reconsideration or an informal appeal is requested, the appeal period under Chapter 120, Florida Statutes, will be extended until a decision is made.

For additional assistance, contact Paulette Burgess, Clerk, at (772) 295-7174, paulette.burgess@stlucievillagefl.gov or by mail to 215 Hunt Avenue, Town of St. Lucie Village, FL 34946.

RECORD KEEPING

The Town will maintain a dedicated file for all reports of complaints and appeals, ensuring proper documentation and tracking, including how each complaint was resolved, or alternatively, directed to FloridaCommerce or HUD for investigation and resolution.

COMPLIANCE WITH APPLICABLE LAWS

This policy does not invalidate nor supersede the personnel or other policies currently adopted by the Town of St. Lucie Village. It is intended to serve as a guide for handling CDBG-DR program complaints and appeals in compliance with federal and state laws.

Town of St. Lucie Village
CDBG-DR Duplication of Benefits Policy
2023-2024 Storms

BACKGROUND

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance, FEMA funds, SBA loans, and other federal grants. To avoid duplicative assistance and potential de-obligation of funding, the Town of St. Lucie Village will utilize all possible funding sources before applying CDBG-DR dollars to a project.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (the "Stafford Act"), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis. The Stafford Act DOB requirements apply to all federal agencies, including HUD, administering a disaster recovery program in which financial assistance for emergency response and long-term recovery is provided. CDBG-DR grants are subject to these requirements.

Section 312(a) of the Stafford Act requires federal agencies to assure that no person, business concern, or other entity receiving federal financial assistance receives funds for any part of a loss already paid by insurance or any other source. Section 312(c) makes any person receiving duplicative assistance liable to the Federal Government for the duplicative amount and states that "the agency which provided the duplicative assistance shall collect [it] from the recipient when the head of such agency considers it to be in the best interest of the Federal Government" (42 USC 5155(c)). Additionally, Section 312(b) of the Act permits the payment of assistance to someone who is or may be entitled to future payments from insurance or another source "if such person agrees to repay all duplicative assistance to the agency providing the Federal assistance" (42 USC 5155(b)).

On June 20, 2019, HUD issued Federal Register guidance applicable to DOB, 84 FR 28836, entitled "Updates to Duplication of Benefits Requirements under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grants," outlining the DOB requirements consistent with the Disaster Recovery Reform Act of 2018 (DRRA) as provided in division D of Public Law 115-254. The 2019 DOB Notice, 84 FR 28836, is applicable to activities FloridaCommerce submits to HUD on or after the applicability date of June 25, 2019, and (per 88 FR 32049) before October 5, 2023.

The 2019 DOB Notice–84 FR 28836—revised the DOB requirements that apply to CDBG-DR and CDBG-MIT grants for disasters declared between January 1, 2015, and December 31, 2021. However, section V.B.2(iii) of this notice specifies that for major disasters or emergencies declared between January 1, 2016, and December 31, 2021 (DRRA Qualifying Disasters), a statutory exception applies due to DRRA amendments to section 312 of the Stafford Act. Per 84 FR 28841, The full amount of a subsidized loan available to the applicant for the same purpose as CDBG-DR assistance must be included in the DOB calculation unless one of the exceptions in section V.B.2., including V.B.2(iii), applies.

For DRRA Qualifying Disasters, FEMA has advised that a loan is not a prohibited duplication of benefits under section 312(b)(4)(C) of the Stafford Act, as amended by section 1210 of the DRRA, provided that all Federal assistance is used toward a loss suffered as a result of a major disaster or emergency. These temporary changes to the treatment of subsidized loans made by the DRRA (division D of Pub. L. 115- 254) sunset on October 5, 2023 (as specified in section V.B.2, 84 FR 28841).

DOB OVERVIEW

Fundamentally, the state and its subrecipients, including the Town, must prove that they have accounted for funding an applicant has received for the same purpose as the CDBG-DR grant, prior to expenditure of CDBG-DR funds. The following are sources of funding assistance provided for structural damage and loss that are considered a DOB and under federal law must be deducted from the CDBG-DR assistance provided:

- FEMA Public Assistance Grants
- Private and/or FEMA (NFIP) Insurance
- SBA Loans
- Charitable Donations of property, supplies, services, and volunteer labor
- Local or State Funds
- Other Federal Programs
- Any other funding source available for the same purpose as a CDBG-DR grant that may duplicate assistance.

The Town will follow FloridaCommerce's established procedures for DOB verification—included in the applicable Policy Manual and the Program Guidelines for each program—to address the specific types of DOB and related analysis that is performed for each project (e.g., FEMA Public Assistance for public infrastructure projects). The Town will consider all possible disaster recovery funding sources when calculating DOB.

The Stafford Act requires that recipients/subrecipients of federal disaster recovery funding make certain that no "person, business concern or other entity" will receive duplicative assistance.

A DOB occurs when:

- A beneficiary receives assistance, and
- The assistance comes from multiple sources (private insurance, FEMA, NFIP, non-profits, etc.), and
- The total assistance amount exceeds the need for a particular recovery purpose.

Eligible recipients of CDBG-DR assistance may have previously received assistance from other sources. Under the requirements of Stafford Act (42 U.S.C. 5121, et seq.), as interpreted and applied by HUD, FloridaCommerce must take into account certain aid received by the Town in determining the amount of assistance which can be granted. In accordance with the Stafford Act, all projects must perform due diligence to identify potentially duplicative sources of funding, analyze whether the source is duplicative, and include duplicative sources in an assessment that is deducted from the project's need-based award determination.

Funds received from any source will reduce the amount of disaster assistance if the evidence of expenditures at least equals the amount of assistance provided from the source(s). Documentation must be provided demonstrating the cost and type of assistance.

Not all types of assistance would constitute a DOB. FloridaCommerce allows for reductions of DOB totals if the Town can prove that the use or control of the funds meet certain criteria. For DOB calculations, the Town must exclude amounts that are:

- Provided for a different purpose.
- Provided for the same purpose (eligible activity), but for a different, allowable use (cost).
- Funds not legally available to the applicant/subrecipient.
- A private loan; or

- Declined or cancelled subsidized loans (only the amount of a subsidized loan that is declined or cancelled is not a DOB. To exclude declined or cancelled loan amounts from the DOB calculation, the Town and FloridaCommerce must document that all or a portion of the subsidized loan is cancelled or declined.) The full amount of a subsidized loan available for the same purpose as CDBG-DR assistance is assistance that must be included in the DOB calculation unless one of the exceptions in section V.B.2. of 84 FR 28836 applies.
- Any other asset or line of credit available to the applicant.

If the Town chooses to leverage the CDBG-DR funds with funding provided by other sources, leveraged funds must be in accordance with the Stafford Act to ensure that the Town does not receive a DOB for the same purpose and/or effect to recover from the specified disaster.

The Town's CDBG-DR Grant Program[s] is/are subject to the DOB requirements of the 2019 DOB Federal Register guidance (84 FR 28836) and the applicable requirements. The policy outlined in these guidelines follows the duplication of benefits guidance included in Federal Register Vol. 84, No. 119 (June 20, 2019), 84 FR 28836.

DOB POLICY AND PROCEDURES

The Town is responsible for calculating and reporting to FloridaCommerce any DOB the Town may have incurred. FloridaCommerce will provide oversight and monitoring to ensure DOB calculations have been completed and are accurate. Best practice related to DOB analysis is for the Town to coordinate with the other funding source via a Memorandum of Understanding (MOU) to establish a process to obtain data related to the assistance the funding source has provided.

Below is the DOB process followed by the Town which is based upon FloridaCommerce's process.

Step 1

At application, the Town was required to declare the existence of any leveraged funds. With its application, the Town provided, as applicable, documentation for the source of leveraged funds (local funds, FEMA, insurance, etc.).

Step 2

Following execution of the Town's CDBG-DR IRP Grant Agreement and prior to expenditure of any funds, a comprehensive DOB analysis is conducted by FloridaCommerce for the Town's CDBG-DR project(s). As part of this comprehensive DOB analysis, the Town is required to provide FloridaCommerce the following:

1. A Completed FloridaCommerce's DOB Analysis Worksheet

As the Town leverages funds from other sources, the Town, with the Grant Administrator's assistance, is required to also provide:

1. Documentation from leveraged funding source(s), e.g., executed grant agreements, charitable donation(s) documentation, insurance policy/proceed documentation.
2. Attachment B of the Town's Grant Agreement (Project Budget) outlining where leveraged funds will be expended.

Step 3

Following project design, FloridaCommerce conducts an additional DOB verification.

As part of this additional DOB verification, the Town will provide FloridaCommerce a comprehensive budget outlining which funding source will pay for each element of the project to ensure that all activities are eligible under the applicable funding source. This comprehensive budget will account for every component outlined in the design.

ONGOING DOB PROCEDURES

If a duplicative benefit is discovered after the disaster recovery award is provided, the Town will recapture the amount of the duplicative award.

If a DOB issue is identified while the Town's CDBG-DR IRP Grant Agreement with FloridaCommerce is still active, the Town will repay the duplicative amount to FloridaCommerce's Disaster Recovery Program.

If a DOB issue is identified after the Town's CDBG-DR IRP Grant Agreement with FloridaCommerce is closed, the citizen applicant will repay the duplicative amount to FloridaCommerce:

Cashier
Florida Department of Commerce
Disaster Recovery Programs
107 East Madison Street, MSC 420
The Caldwell Building
Tallahassee, Florida 32399

The Town will maintain documentation for all corresponding financial transactions related to the repayment(s) in the Town's grant file. The Town will submit a copy of the completed documents and supporting documentation to the FloridaCommerce Grant Manager assigned to the agreement.

Town of St. Lucie Village
CDBG-DR Labor Standards
Policy and Procedures

INTRODUCTION

The Town of St. Lucie Village will use the below policies and procedures to ensure compliance with Federal Department of Labor (DOL) requirements at 29 CFR Parts 1, 3, and 5, as well as contractual requirements specified in the Town's grant agreement with FloridaCommerce.

The Town appoints its Grant Administrator as Labor Compliance Officer (LCO) for the Town's Potable Water System Improvements Project. The LCO is tasked with overall administration and enforcement of the Town's compliance with Labor standards for the CDBG-DR project.

ADMINISTRATION

Pre-Construction

1. The LCO will create, maintain, and preserve a Labor Standards file for each of the Town's CDBG-DR projects, for a minimum of three years, after completion of construction, or final disposition of any compliance issues—whichever occurs last. The [Town's appointment of the LCO for the project should be added to the Labor Standards file.
2. The Town and its LCO will utilize the Town's *Labor Standards Compliance Review Checklist* to ensure compliance with Davis-Bacon and Related Acts (DBRA), Contract Work Hours and Safety Standards Act (CWHSSA), and the Copeland Anti-Kickback Act of 1986.
3. Following the Town's receipt of FloridaCommerce's approval of the environmental review for the project and subsequent issuance of the Authority to Use Grant Funds, the project engineer's completion of the bid documents (plans and specifications), the Labor Compliance Officer accesses the SAM.gov webpage and downloads the proper wage decision(s) for the CDBG-DR project.
4. The LCO provides the wage decision(s) to the project engineer/designer and to the Town's Mayor.
5. The Project Engineer inserts the wage decision(s) and the Federal Labor Standards Provisions (HUD-4010) into the plans and specifications and finalizes the Invitation to Bid (ITB) package. The Town then forwards the ITB to FloridaCommerce for approval. Following receipt of FloridaCommerce approval, the Town solicits bids from construction contractors.
6. The Town holds a Pre-Bid Conference where compliance with Davis-Bacon and Related Acts (DBRA), Contract Work Hours and Safety Standards Act (CWHSSA), and Copeland Anti-Kickback Act of 1986 requirements are discussed with the attending contractors. Section 3 requirements are discussed during this meeting as well. The LCO attends to answer any questions specific to Federal labor requirements.
7. Following the Town's solicitation of the prime contractor, receipt and opening of bids, confirmation that the selected contractor is not on the Excluded Parties List (review of contractor eligibility in SAM.gov), FloridaCommerce approval of the procurement, and issuance of the Notice of Award, a **Pre-Construction meeting** is held with the prime contractor.

At the pre-construction meeting, the LCO will communicate to the prime contractor and any available subcontractors its responsibilities and obligations regarding labor standards, including but not limited to the following:

   a. Submission of *Prime Contractor Notification of Participation and Certifications Form* to the Town.

b. Submission of the *Subcontractor Notification of Participation and Certifications Form* to the Town.

c. Submission of a printout from the SAM.gov webpage, evidencing that the prime contractor is not on the Excluded Parties List.

d. Submission of weekly payrolls to the Town using Form WH-347 (or an acceptable alternate payroll form). The prime contractor must also collect weekly payroll reports from any subcontractor(s) it hired to execute the project, review the subcontractor(s) payroll reports, and forward the records to the Town.

   i. Requiring all subcontractors, if any, working on the project to submit weekly payrolls using Form WH-347 (or an acceptable alternate payroll form).

e. Acquiring and submitting evidence from the SAM.gov webpage that any subcontractor(s) hired by the prime contractor is/are not on the Excluded Parties List.

e. Posting in a conspicuous location at the job site the Federal wage decision(s) in the construction contract.

f. Posting in a conspicuous location at the job site the WH-1321 (Workers' Rights Under Davis-Bacon) form.

g. Posting in a conspicuous location any DOL-approved additional work classifications and wage rates.

h. Maintaining payroll records for a minimum of three years (prime contractor responsibility) following completion of the project.

9. The LCO verifies that the Town awarded the contract within 90 days of the bid opening date. In cases when the award date is more than 90 days after the bid opening, the LCO will verify (via the SAM.gov webpage) that the wage decision(s) in the ITB package has not been amended or superseded. In instances where the wage decision(s) has been amended or superseded, the LCO will download the current wage decision(s) from the SAM.gov webpage and provide it to the Project Engineer for modification into the contract between the prime contractor and the Town. Documentation of verification of the wage decision choice(s) will be maintained in the Labor Standards compliance file for each project.

10. Following execution of the contract, the Town issues the Notice to Proceed (NTP). The LCO communicates with the prime contractor to ensure that weekly CPRs will be submitted from the start of construction (date identified on the NTP) through project completion.

11. "No work" payrolls are not required to be submitted for weeks in which no work was performed. However, the prime contractor must notify the Town or the LCO that construction of the project has temporarily stopped and provide the estimated date that construction will resume.

Construction

1. Shortly after construction commences, the LCO will conduct field inspection(s) at the job site to:

   a. Conduct interviews with employees of the prime contractor and any subcontractor(s) hired to execute the project. (*The LCO should use the HUD-11 Form to record interviews*).

b. Verify the contractor posted the federal wage decision(s) and WH-1321 form in a conspicuous location at the job site.

c. Verify the contractor posted all DOL-approved additional work classifications and wage rates, if any, in a conspicuous location at the job site.

d. Take a photograph of the wage decision(s), WH-1321 form, and any DOL-approved additional work classifications and wage rates, to document verification of the contractor's posting requirements.

    i. The LCO should later add the photograph to the Labor Standards file for the project.

2. Following the Town's receipt of weekly certified payroll reports (CPRs) from the prime contractor and any subcontractor(s) that is executing the project, the LCO begins to review the CPRs for compliance with DBRA and other labor-related requirements, including but not limited to the following:

    a. Detection of falsification indicators on the CPRs.

    b. Work classifications in the CPRs align with those in the wage decision(s).

        i. In instances where classifications presented in the payrolls are not listed in the wage decision(s), the LCO will coordinate with the prime contractor and request that the contractor complete a Request for Authorization of Additional Classification and Rate (SF 1444).

            1. Following contractor completion of the SF 1444, the LCO forwards the completed form to FloridaCommerce for submission to the DOL.

    c. Prevailing wages (including fringe benefits) are being paid to the workers based on their work classifications.

    d. Overtime is being paid at a rate of 1.5 times the straight-time wage rate for hours over 40 worked on the project, plus 1.0 times the fringe benefit (if applicable to the classification) rate.

    e. Comparison of weekly payrolls to information recorded on HUD-11 forms to test and verify the accuracy of the information on the payroll records. Sign and date the Payroll Examination section of the HUD-11 forms following completion of comparisons. Additionally, add any review comments to the Remarks field in the Payroll Examination section.

        i. In cases where there are discrepancies between the payroll reports and the HUD-11 forms, take the appropriate action needed to investigate and resolve compliance issues, including communicating with the Town and the prime contractor.

    f. Payroll deductions are bona fide and do not constitute kickbacks to the contractor from the worker (*e.g. wage decision requires that a worker be paid $20.00 per hour, and the Contractor pays the worker the $20.00 per hour, which for a 40-hour week would total $800.00, but makes a non-bona fide deduction of $150.00 for that week that brings the worker's hourly rate down to $16.25*);

    i. The contractor provides employee authorization for any non-standard deductions (e.g., health, dental insurance, 401k deduction, etc.) taken from the employees' earnings.

    ii. The contractor provides support for other non-standard deductions taken that do not require employee authorization (e.g., court-ordered child support, wage garnishments, etc.).

    iii. The non-standard items the employee(s) authorized, as well as the corresponding amounts, align with the information on the face of the contractor(s) CPRs.

  g. Each payroll report is certified by the owner, corporate officer, or a designee authorized in writing by the owner or a corporate officer.

  h. No Helper classifications are included in the payrolls—unless the DOL has approved a Helper classification.

  i. For instances where workers are classified as Trainees or Apprentices, there is documentation that each such worker is participating in a formal program approved by the Agency for Workforce Innovation or the U.S. Department of Labor and is being paid according to the requirements of that program.

3. Ensure that form HUD 4710i (Semi-Annual Labor Standards Enforcement Report) is completed semi-annually and submitted (electronically to DBLS_SAR@hud.gov) to HUD within one week of the reporting period (i.e., by April 7 and October 7 each year a project is active).

4. The Town's LCO will provide FloridaCommerce with any requested information needed for the agency's reporting to HUD or DOL, or for requests relating to monitoring reviews.

ENFORCEMENT

1. In instances where the LCO identifies wage underpayments, contractor non-compliance with overtime pay requirements, or unsupported deductions, the LCO will communicate with the contractor to attempt to have the areas of non-compliance remediated. The LCO will ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of Liquidated Damages penalties, as appropriate.

2. Labor Standards non-compliance incidences, including infractions, restitutions, liquidated damages, reporting and compliance will be tracked in the Town's *Labor Standards Non-Compliance Tracking Sheet*.

    a. The completed *Labor Standards Non-Compliance Tracking Sheet* must be added to the Labor Standards file following project completion.

Note during basic enforcement and corrections, the contractor must only submit a correction CPR to evidence wage restitution paid. Other documentation such as check copies, copies of cancelled checks, receipts signed by employees, employee signatures on the correction CPR, etc., is not required.

3. The Town reserves the right to take the following enforcement actions to bring a prime contractor and/or its subcontractor(s) into compliance with labor standards:

    - Restrict contractor access to the project site.

- Reduce contract payments for a non-compliant subcontractor(s).
- Withhold payment(s) to a contractor following receipt of a pay application—until all labor compliance issues have been addressed and resolved.

4. The LCO will ensure that all labor compliance issues have been resolved prior to close out of the CDBG-DR project by FloridaCommerce.

Additionally, the LCO will ensure that all labor-related records associated with the above policies and procedures are added to the Labor Standards compliance file that is created, maintained, and preserved for the CDBG-DR project.

Liquidated Damages

In instances where a worker was underpaid for overtime hours worked, Liquidated Damages penalties in the amount of **$32** for each calendar day in which an individual did not receive the required overtime compensation will be assessed to the contractor.

1. In each case where an overtime violation is identified, the LCO must notify the employer in writing of the amount of liquidated damages computed, and the Town's intent to assess.
    a. A copy of the notice shall be sent to the prime contractor when the employer involved is a subcontractor.
    b. The notice must inform the employer that it has 60 days to file a written request for a reduction or waiver of liquidated damages and that absent a timely reduction or waiver request, the determination is final.

2. The employer may request a reduction or waiver of liquidated damages.
    a. The Town may approve a reduction or waiver in instances where the computation of liquidated damages is incorrect or where the violation(s) occurred inadvertently notwithstanding the exercise of due care on the part of the employer.

3. The employer's request must be made in writing to the Town within 60 days after the date of the notice and must explain the reason(s) why a reduction or waiver is warranted.
    a. If the computed amount of liquidated damages is **$100** or less, the Town may request (via FloridaCommerce) that the HUD Labor Standards Specialist issue a final order affirming, reducing, or waiving liquidated damages.
    b. If the computed amount of liquidated damages is greater than **$100** but no more than **$500**, the Town may request (via FloridaCommerce) that the HUD Deputy Director issue a final order affirming, reducing, or waiving liquidated damages.
    c. If the computed amount of liquidated damages is greater than **$500**, the Town may forward the matter to the DOL (via FloridaCommerce) through the HUD Deputy Director.

4. In instances when the cumulative wage restitutions are $1,000.00 or more, and where a waiver has not been approved, the Town will submit a Labor Standards Enforcement Report to FloridaCommerce (for submission to the DOL).
5. Payment of liquidated damages penalties by an employer are to be made to FloridaCommerce, which will wire the funds to HUD.

6. The Town will retain all records associated with the assessment, recordation, reduction, and waiver of an employer's liquidated damages penalties, as well as evidence of payment of liquidated damages penalties by the contractor.

Complaints

1. The LCO will receive and screen employee and other complaints or allegation of violation and will investigate all complaints, especially those relating to allegation of underpayment.
    a. All complaints received will be recorded on the Complaint Intake Form (HUD 4731).
    b. The LCO will ensure that all worker complaints are examined and resolved, especially allegations of underpayment, prior to closeout of the CDBG-DR project.
    c. The LCO will refer to FloridaCommerce (for referral to HUD or the DOL) any complex issues and/or payroll falsification cases.
    d. The LCO will maintain full documentation relating to how the complaints was addressed, including referral of the case to FloridaCommerce (if necessary)
    e. The LCO will ensure that each complaint received has been fully resolved, or alternatively, that the complaint has been referred to FloridaCommerce, prior to the Town commencing the closeout process for the CDBG-DR project.

2. For non-CWHSSA covered projects, the LCO will refer to FloridaCommerce (for referral to the DOL Wage and Hour Division) any potential Fair Labor Standards Act (FLSA) overtime violations a contractor may have committed.

REPORTING

The Town shall comply with all financial and performance reporting requirements. Reports shall be accurate, complete, and submitted in accordance with established timelines.

AUDIT REQUIREMENTS (2 CFR 200 SUBPART F)

The Town shall comply with the Single Audit Act, 2 CFR Part 200 Subpart F, and its Subrecipient Grant Agreement Attachment I – Audit Requirements. If applicable thresholds are met, an independent audit shall be conducted and submitted to the Federal Audit Clearinghouse.

RECORD RETENTION (2 CFR 200.334)

The Town shall retain all records related to federal awards for the required retention period and ensure records are accessible for review by authorized entities.

CONFLICT OF INTEREST (2 CFR 200.318)

The Town shall maintain a conflict-of-interest policy and require disclosure of any potential conflicts by employees, contractors, and consultants involved in federal award activities.

CORRECTIVE ACTIONS AND NONCOMPLIANCE

The Town shall take prompt corrective action when instances of noncompliance are identified. Noncompliance may result in enforcement actions, including repayment of funds, suspension, or termination of the award.

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF ST. LUCIE VILLAGE, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS; PROVIDING FOR THE REPEAL OF ALL PROVISIONS IN CONFLICT HEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of St. Lucie Village, Florida, is the recipient or subrecipient of federal and state grants under the Housing and Community Development Act of 1974; and,

WHEREAS, 42 United States Code 5304(c)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and,

WHEREAS, 42 United States Code 5304(c)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

NOW, THEREFORE, be it resolved by the Board of Aldermen of the Town of St. Lucie Village, Florida as follows:

1. The Board hereby adopts a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights

demonstrations; and to enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the Town of St. Lucie Village's power and authority to do so.

2. All other resolutions and policies or sections of resolutions and policies of the Town of St. Lucie Village in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. If any section, paragraph, sentence, or clause hereof or any provision of this resolution is declared to be invalid or unconstitutional, the remaining provisions of this resolution shall be unaffected thereby and shall remain in full force and effect.

3. This resolution shall take effect immediately upon its passage.

APPROVED:
BOARD OF ALDERMEN OF THE TOWN OF
ST. LUCIE VILLAGE, FLORIDA

By: ______________________________
William G. Thiess, Mayor

ATTESTED:

By: ______________________________
Paulette T. Burgess, Clerk

I, Paulette T. Burgess, Clerk of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, do hereby certify that this is a true and accurate copy of **Resolution 2026-12** which was duly introduced, read, and adopted at the regular meeting of the Board of Aldermen of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, held this 21st day of July, 2026.

____
Paulett T. Burgess, Clerk

REQUEST FOR SUBMITTALS

TOWN OF ST. LUCIE VILLAGE
CDBG-DR GRANT PROGRAM
ENGINEERING SERVICES RFQ [# INSERT]

ADVERTISED: [INSERT SOURCE(S)]
RESPONSE DEADLINE: [ENTER MONTH, DAY, YEAR & 4:30 PM]
RESPONSES ARE TO BE SUBMITTED TO:

NEILL, MARQUIS, OSKING & HALE, PLLC
ATTN: RICHARD V. NEILL, JR., TOWN ATTORNEY
311 S. 2ND STREET, SUITE 200
FORT PIERCE, FL 34950

BID OPENING:

[ENTER MONTH, DAY, YEAR & TIME]
TOWN OF ST. LUCIE VILLAGE
2814 NORTH OLD DIXIE HIGHWAY
FORT PIERCE, FL 34946

INSTRUCTIONS TO RESPONDENTS

Qualified firms are invited to submit, to the TOWN OF ST. LUCIE VILLAGE, PROPOSALS FOR ENGINEERING SERVICES RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR) RFQ [# INSERT], by replying to the enclosed specifications. For the submittal to be considered, complete all items in this specification. Submittals will be ranked separately and considered on an equal competitive basis.

All submittals must include one **(1) original** and **five (5) copies** and be addressed to:

NEILL, MARQUIS, OSKING & HALE, PLLC
ATTN: RICHARD V. NEILL, JR., TOWN ATTORNEY
311 S. 2ND STREET, SUITE 200
FORT PIERCE, FL 34950

Submittals must be **received** at the address listed above no later than **[ENTER MONTH, DAY, YEAR & 4:30PM]**.
Late responses will not be accepted, regardless of the reason.

Submittal envelopes for Grant Administration must be sealed and marked with the **RFQ number, "Grant Administration", due date, and name of respondent** to identify the enclosed submittal. If more than one envelope is needed, please mark "1 of 2", "2 of 2", etc.

Submittal envelopes for Engineering Services must be sealed and marked with the **RFQ number, "Engineering Services", due date, and name of respondent** to identify the enclosed submittal. If more than one envelope is needed, please mark "1 of 2", "2 of 2", etc.

Submittals for **Grant Administration** and **Engineering Services** should be clearly marked as such and submitted as separate packages.

INTERPRETATION OF SPECIFICATION
All questions pertaining to the terms and conditions of the scope of work must be submitted **by e-mail to the Town Clerk** as shown below:

Paulette.burgess@stlucievillagefl.gov

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 -hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Town Clerk or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." **Questions must be submitted in writing.**

All questions must be received at least five (5) calendar days prior to the scheduled opening of submittals. Any interpretation of these terms, conditions, and/or specifications, if made, will be only by Addendum issued by the Town Clerk. A copy of such Addendum will be e-mailed to each respondent that received a copy of the advertisement of the Request for Submittals. **IT IS THE RESPONSIBILITY OF THE RESPONDENT TO CHECK FOR ANY ADDENDA PRIOR TO SUBMITTING.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

Commented [JR1]: This is an RFQ for engineering, so there won't be any drawings or specifications.

The Town reserves the right to reject any or all submittals, to waive informalities in the submittals, and to re-advertise for submittals. The Town also reserves the right to separately accept or reject any item or items of a submittal and to award and/or negotiate a contract in its best interest.

TOWN OF ST. LUCIE VILLAGE
GRANT PROGRAM
ENGINEERING SERVICES
RFQ NO: [# INSERT]

The Town is soliciting Statements of Qualifications from qualified firms to perform consulting services related to all activities arising out of the following grant program: CDBG-DR Grant Program

In addition to other programs/agencies, the U.S. Department of Housing and Urban Development may make eligible Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to the Town. Please note Section 3 of the HUD Act of 1968 seeks to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 businesses under the HUD Act are encouraged to submit a Statement of Qualifications as any responsive, responsible, business that qualifies as a Section 3 business concern will be given a preference during evaluation. A respondent selected for this project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, ensuring that the Section 3 Contract Clause is included in all construction contracts and subcontracts, documenting Section 3 Qualitative Efforts, and reporting Section 3 compliance in a timely manner.

If the firm submitting for the Engineering Services RFQ is partnered with a firm for a joint/teamed submittal on the Grant Administration RFP component of this advertisement, all references to grant administration in this RFQ shall be met by the team. If separate Engineering and Grant Administration firms are submitting individually, all references to grant administration in this RFQ portion of the advertisement shall imply required coordination activities by the engineering firm with the independent grant administration firm.

Scope of Services:
Engineering services shall include, but not be limited to, identifying project/program needs, formulating preliminary design concepts, developing program linkages, reviewing and developing necessary final design plans and specifications, completing of any required permitting required by the Town, assist the Town with construction bidding, monitoring of contractors and project activities to ensure program compliance, coordinating with all funding agencies, tracking and managing program funds in compliance with program guidelines to ensure meeting budget, oversite of construction inspection during all phases of the project, and technical assistance required to complete the project, as requested by theTown, Contractor, and Contract Management.

Project Design

- Work with the Town to provide design, permitting, bidding and construction-phase services associated with Phase 2 of the Town's potable water system.
- Update Phase 1 construction documents (design and permitting completed by others) to include applicable CDBG grant-required items not previously considered.
- Prepare combined Phases 1 and 2 bid documents (single package), signed and sealed by a Registered Florida Professional Engineer, for the solicitation of bids. Note – Phase 1 has been designed and permitted by others. The need to assume Phase 1 successor EOR for the purpose of completing the construction phase services and certification of completion of the project shall be made by the firm submitting a response to RFQ. If Successor EOR is determined to be necessary, the effort to assume such responsibility **shall be at no cost to the Town.**
- Provide survey and geotechnical engineering services associated with areas of the project within the Town/route not yet completed in previous phase.
- Provide support in preparation of anticipated 53 easements for the project corridor.
- Coordination with the CDBG Grant Administrator to insert the required CDBG required items into the specifications, and

Bidding Services

- Coordinate, attend and participate in Pre-Bid Meeting (if applicable),
- Prepare and distribute any addendums to attendees of the Pre-Bid Meeting and other parties that have inquired about the Invitation to Bid,
- Prepare and submit necessary project permits to the applicable agencies,
- Review bid proposals for accuracy
- Prepare bid tabulation,
- Make recommendation of award to the Town,
- Prepare Notice of Award and submit to the Town,
- Coordinate, attend and participate in Pre-Construction Meeting, and
- Prepare and issue Notice to Proceed to construction contractor.

Construction Phase Services

- Inspect the construction site weekly, or more frequently, as needed,
- Prepare and provide the Town, Grant Administrator and Florida Commerce with monthly updates,
- Participate in person or telephonically in monitoring visits and meetings, as needed,
- Make revisions as necessary to drawings to address unforeseen issues,
- Work with the construction contractor and the Town on any necessary change orders,
- Prepare and co-execute any necessary change orders,
- Review and approval of construction contractor pay requests,
- Conduct semi-final inspection(s) of the construction work at substantial completion,
- Prepare and deliver punchlist to the construction contractor, Town, and Grant Administrator, and
- Prepare and deliver certification of completion to the construction contractor, Town, and Grant Administrator), and
- Coordinate preparation of Town as-built drawings with contractor (as-built survey by contractor),
- Provide the Grant Administrator, managing the project, with developmental support for the project.

The Village is listed on the National Register of Historic Places. The Proposer shall have experience working with similar, small communities with historically challenging (narrow; non-continuous; heavily landscaped/hardscaped) easements and rights-of-way. An additional 5 bonus points shall be awarded to any firm having completed a project for/within the Village limits in the past 5 years. An additional 5 bonus points will be awarded for firms with a local office within 25 miles of the Village's Town Hall (2841 N. Old Dixie Highway, Ft. Pierce, FL 34946).

Staff Experience: The Proposer shall provide a one (1) page resume of each of the key personnel that may perform work under this contract, including educational background, academic degrees, professional associations, job title, responsibilities, type of work performed, years of experience, and experience on similar projects to that requested herein, with specific emphasis on projects completed within small, historic towns with limited rights-of-way.

The Town hereby notifies all that it will take affirmative action to insure that disadvantaged and women business enterprises will be afforded full opportunity to participate in any contract which may result from this request for submittals and will not be discriminated against on the grounds of race, color, national origin, sex, religion, age or physical handicap in consideration of contract award.

Statements of Qualifications shall be reviewed by a selection committee, ranked based upon the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Contingent upon successful ranking of Statement of Qualifications and negotiation of a contract, nothing shall preclude the Town from selecting a single, qualified firm to provide all services. Statements of Qualifications must contain complete, detailed responses to requests for information contained in this document and any subsequent addenda issued regarding this RFQ. Statements of Qualifications must conform to the following structure, and must incorporate information regarding subcontractors where applicable:

1. All Statements of Qualifications must be submitted in accordance with the instructions outlined herein to receive consideration. Any respondent submitting inadequate, incorrect, or incomplete information may not receive consideration. Submittals should be brief and to the point. The Town reserves the right to reject any and all submittals, waive irregularities in the submittal and the negotiations and to request additional information from respondents if deemed necessary. Submittals are limited to 75 pages.
2. **Letter of Transmittal:** The respondent shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
    a. State the location of the office from which the work is to be accomplished. A total of 5 bonus points will be awarded to firms having a local office within 25 miles of the Town Hall (2841 N. Old Dixie Highway, Ft. Pierce, FL 34946).
    b. Describe the firm's general qualifications and the range of activities performed by the firm.
    c. Briefly state the respondent's familiarity with the needs and conditions existing in the Town that are relevant to the proposed project(s).
    d. Indicate if respondent personnel have previously engineered any CDBG or similar grant projects for the Town and/or for other jurisdictions.
    e. Certify that the respondent will provide professional guidance to the Town relative to compliance with applicable federal, state, and local laws and regulations.
    f. Indicate if your firm is a Certified Minority Business Enterprise.
    g. Provide any additional information that the respondent feels is essential to their submittal.
    h. State that the person signing the "Letter of Transmittal" is authorized to bind the respondent.
3. **All submittals shall include each of the following information:**
    a. Indicate why the respondent feels uniquely qualified to undertake the required engineering services.
    b. Describe the technical approach to be taken in addressing the scope of work, including a delineation of specific tasks to be undertaken.
    c. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Include a description of relevant work experience for each person assigned to this project.
    d. Describe experience with engineering non-CDBG grants for Florida jurisdictions and other Governmental Agencies.
    e. Identify OTHER projects under the Florida Small Cities Community Development Block Grant Program that were successfully completed.
    f. Identify similar projects working in historical places and small communities with historically challenging easements and rights-of-way (narrow; non-continuous; heavily landscaped/hardscaped).
    g. List experience working within the Town in the past 5 years (an additional 5 bonus points will be provided for having completed one project in the Town limits in the past 5 years).
    h. Furthermore, the respondent shall certify that to the best of their knowledge and belief all the information herein submitted for consideration and evaluation is true, correct, and accurate.
4. **Evidence of registration and statement of professional liability insurance.**
    a. A Certificate of Insurability acceptable to the Town shall accompany each proposal or alternate proposal in the amounts as prescribed by State and Town.
    b. Professional Liability Insurance: The Vendor shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from the Vendor's operations under the terms and conditions of the RFQ. Liability insurance shall be obtained at the Vendor's expense and in its name as the insured, which Certificate shall show the Town as an additional named insured. Liability insurance on a form approved by the Town (M&D, CGL, etc.) and including endorsements for contractual liability and such other endorsements appropriate for the work required by this Bid as may be required by the Town. The limit of liability for this coverage shall not be less than $250,000.00 CSL per occurrence.

c. General Liability, with combined single limits of not less than $1,000,000 per occurrence. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501) or equal.
d. Business Auto Liability Insurance, with combined single limits of not less than $200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, not-owned and hired automobiles and employee non-ownership use.
e. Workers' Compensation Insurance, as required by the State of Florida; $100,000 each accident and $100,000 each employee $500,000 policy limit for disease

Note: Insurance requirements will change from time to time. Amounts of insurance will meet the minimum amounts and limits required by the State of Florida and the Town.

5. **Affidavits and Acknowledgements (attached)**
   a. Non-Collusion Affidavit of Prime Respondent
   b. Drug-Free Workplace Form
   c. Insurance
   d. Indemnification
   e. Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crimes
   f. State and Federal Statutes, Regulations, and Policies
   g. Access to Records and Records Retention
   h. E-Verify Responsibility
   i. Domestic Preference
   j. Sam.Gov Registration – Debarment and Suspension
   k. Conflicts of Interest
   l. Section 3 Requirements, As Applicable
   m. Appendix II to Part 200

The qualifications for professional Services will be evaluated using the following criteria:

1)	20 points	Company/Firm qualifications and capabilities
2)	20 points	Key Professional Personnel qualifications and capabilities
3)	20 points	Successful engineering of CDBG projects under the Florida Small Cities Community Development Block Grant Program
3)	20 points	Successful engineering of non-CDBG grants for Florida jurisdictions and other Governmental Agencies
4)	20 points	Client references
5)	5 Bonus	A total of 5 bonus points will be awarded to firms submitting as a team with grant administration firm on the RFP component of this advertisement, as the Town believes this will provide a streamlined approach and minimize coordination activities between independent contractors. This will be awarded as an all or none 5-point bonus.
6)	5 Bonus	A total of 5 bonus points will be awarded to firms having completed 1 project within the Town limits in the past 5 years. This will be awarded as an all or none 5-point bonus.
7)	5 Bonus	A total of 5 bonus points will be awarded to firms having a local office within 25 miles of the Town Hall (2841 N. Old Dixie Highway, Ft. Pierce, FL 34946). This will be awarded as an all or none 5-point bonus.

In case of a tie, MBE/WBE Status will be given priority.

The previous criteria are shown in the required submittal format, not to be deviated from by prospective consultants. During this RFQ process, any intentional omissions, alterations, or false representations will be grounds for rejection of any such submittal. The Town is an Equal Opportunity Employer. Minority/Women owned businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, the Town strictly enforces open and fair competition in its requests for submittals.

If only one response is received, the Town will not open the sealed RFP or RFQ documents. Rather, the advertisement will be extended by 2 weeks to allow for additional submittals, to comply with the grant program procurement requirements. If no additional submittals are received, the original submittals will be opened for review and consideration. At that time, the Town can opt to award to the sole firm to have submitted on the RFP/RFQ.

Questions or requests for additional information shall be directed to the Town by email at

paulette.burgess@stlucievillagefl.gov.

The Town reserves the right to request clarification of any information submitted by respondents. The Town, with suitable basis as provided for by law, also reserves the right to reject any and all submittals, and to waive any informalities or irregularities in the submittal process. Contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Respondents shall submit one original and five copies of their submittal(s) to the above referenced contact person and address in sealed packages marked clearly with the **RFQ number, "Engineering Services", due date, and name of respondent** to identify the enclosed submittal. If more than one envelope is needed, please mark "1 of 2", "2 of 2", etc. no later than

[ENTER MONTH, DAY, YEAR & 4:30]

To facilitate effective evaluation by the Town, Statements of Qualifications shall be limited to a total of 75 pages and a minimum font size of 10. Minority Business Enterprise certification, statement on Public Entity Crimes, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. Statements of Qualifications, which exceed this length, will be considered non-responsive and will not be evaluated. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the Town, short lists may be developed, and respondents may be asked to give a short presentation or interview as part of the selection process. The Town supports Equal Opportunity Employment, Fair Housing, and Providing Handicapped Access.

A person or affiliate who has been placed on the State of Florida or a Federal convicted vendor list following a conviction for a public entity crime may not submit a response or reply on a contract to provide any goods or services to a public entity; may not submit a response or reply on a contract with a public entity for the construction or repair of a public building or public work; may not responses or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 287.017 F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

GRANT PROGRAM ENGINEERING SERVICES
RFQ NO: [# INSERT]

Respondent A : ______________________________

Respondent B: ______________________________

Respondent C: ______________________________

Respondent D: ______________________________

CRITERIA	Respondent A	Respondent B	Respondent C	Respondent D
Company/Firm qualifications and capabilities: ***Maximum of 20 Points***				
Key Personnel capabilities and qualifications: ***Maximum of 20 Points***				
Successful engineering of CDBG projects under the Florida Small Cities Community Development Block Grant Program: ***Maximum of 20 Points***				
Successful engineering of non-CDBG grants for Florida jurisdictions and other Governmental agencies: ***Maximum of 20 Points***				
Client references: ***Maximum of 20 Points***				
Experience with Town Projects (1 in past 5 years) ***Total 5 Bonus Points***				
Local Office within 25 miles ***Total 5 Bonus Points***				
Joint Team Submittal with Grant Administration Firm ***Total of 5 Bonus Points***				
Total Score: (115 possible)				

Ranking: #1______________________________

#2______________________________

#3______________________________

#4______________________________

*Signature:*______________________________ *Date:*____________________

ATTACHED AFFIDAVITS AND ACKNOWLEDGEMENTS

a: NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

b: DRUG-FREE WORKPLACE FORM

c: INSURANCE

d: INDEMNIFICATION

e: SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), F.S., ON PUBLIC ENTITY CRIMES

f: STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

g: ACCESS TO RECORDS AND RECORDS RETENTION

h: E-VERIFY RESPONSIBILITY

i: DOMESTIC PREFERENCE

j: SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION

k: CONFLICTS OF INTEREST

l: SECTION 3 REQUIREMENTS, AS APPLICABLE

m: APPENDIX II TO PART 200

a

Non-Collusion Affidavit of Prime Respondent

State of Florida

St. Lucie County

Respondent Name, being first duly sworn, deposes and states that:

1. He/She is Click or tap here to enter text. of Click or tap here to enter text., the Respondent that is submitting the attached Proposal.
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither the said Respondents nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Respondent, firm or person to fix the price or prices in the attached proposal of any other Respondent, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of St. Lucie Village or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Proposal as well as subsequent negotiated prices, following evaluation of the firms' qualifications by the Town, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: ___________________________

Title: ____________________________

Date: __________________

b

Drug-Free Workplace Form

By signing this Attachment **b**, the Respondent certifies the following:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I hereby certify that this firm shall fully comply I hereby certify that this firm fully complies with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). the above requirements.

____________________________ ____________________________

Respondent Signature   Firm/Company Name

____

Respondent Title

____

Date

C

Insurance

All contractors or employees hired by the Town of St. Lucie Village shall have all current licenses and permits required for all the work for which they are hired by the Town.

By signing below the Respondent states that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFQ No. XX.

The requirements are as follows:

A. Respondent is insured with a company licensed to do business in the State of Florida.

B. The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)

C. The Town will be named as an additional insured for general and automobile liability.

D. The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment.

E. The General Liability and Worker's Compensation policies will contain waivers of subrogation in favor of the Town.

____

Firm/Company Name

____

Respondent Signature

____

Respondent Title

____

Date

d

Indemnification

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Architect or Engineer shall defend, indemnify, and hold harmless the Town of St. Lucie Village, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Architect or Engineer, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Town, or any of its officers, directors, agents, or employees by any employee of the Architect or Engineer, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect or Engineer or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Architect or Engineer, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Architect or Engineer and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Architect or Engineer or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect or Engineer or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such endorsement, or voids coverage should Architect or Engineer or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Architect or Engineer of the last payment shall be a release to the Town and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Signature of Owner/Officer: ______________________________

DATE: Month/Day/2026

ATTEST (Firm Secretary or Witness): Attest Name

STATE OF FLORIDA

ST. LUCIE COUNTY

The foregoing instrument was acknowledged before me this ## day of 2026 by Respondent Name, of Firm Name.

He/She is personally known to me or has produced as identification, Click or tap here to enter text. and did/did not take an oath.

____

Signature of Notary

______________________________ (Seal)

Printed Name of Notary

My Commission Expires: ____________________

e

Sworn Statement Pursuant to Section 287.133(3)(a), F.S., on Public Entity Crimes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of St. Lucie Village by Respondent Name & Title for Firm/Company Name whose business address is Street Address, City, State, Zip and its FEIN or SSN of the individual signing this sworn statement is FEIN/SSN.

2. Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

   By signing this Attachment **e**, I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

   By signing this Attachment **e**, Respondent represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Respondent shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

   I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), F.S., means:

   - A predecessor or successor of a person convicted of a public entity crime; or
   - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Indicate Which Statement Applies:

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____

Signature

STATE OF FLORIDA

ST. LUCIE COUNTY

The foregoing instrument was acknowledged before me on this #st day of Month, 2026 by Individual's Name, who is personally known to me and who did/did not take an oath.

____

Signature of Notary

______________________________ (Seal)

Printed Name of Notary

My Commission Expires: ____________________

f

State and Federal Statutes, Regulations, and Policies

By signing this Attachment f, the CONSULTANT agrees to comply with all applicable Federal, State and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this Contract.

I. NONDISCRIMINATION

The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Contract automatically terminates without any further action on the part of any party, effective the date of the court order.

1. <u>24 CFR Part 6</u>

   CONSULTANT will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. CONSULTANT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, CONSULTANT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. <u>Architectural Barriers Act and the Americans with Disabilities Act</u>

   The CONSULTANT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

3. <u>State and Local Nondiscrimination Provisions</u>

   CONSULTANT shall comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

   CONSULTANT shall 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 shall, 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. CONSULTANT shall 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 shall 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.

4. Affirmative Action

A. Veteran, Women- and Minority-Owned Businesses

When possible, the CONSULTANT shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this Contract.

B. Notifications

CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Respondent's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

II. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

CONSULTANT shall 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). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a contractor of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. CONSULTANT and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

SECTION 3 CLAUSE

A. 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, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. 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 part 75 regulations.

C.

D. 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.

E. 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 actions, 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.

F. 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.

G. 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.

H. 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 shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall 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).

3. <u>Section 3 Benchmarks and Reporting</u>

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verify Section 3 workers and business concerns to meet these minimum numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and

2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

A. Reporting. If the CONSULTANT'S reporting indicates that the CONSULTANT has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the CONSULTANT must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

B. CONSULTANT will comply with any Section 3 Project Implementation Plan documents, if any, provided by SUBRECIPIENT, which may be amended from time to time for HUD reporting purposes.

III. CIVIL RIGHTS COMPLIANCE

1. <u>Fair Housing</u>

As a condition of this Contract, the CONSULTANT must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

2. <u>Section 504 and the Americans with Disabilities Act (ADA)</u>

As a condition of this Contract, the CONSULTANT must certify that it will provide access to all federally funded activities to all individuals, regardless of disability.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. As a condition of this Contract, the CONSULTANT may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodation, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

3. <u>Equal Employment Opportunity</u>

As a condition of this Contract, the CONSULTANT must certify that it and its contractors, subcontractors, and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

The CONSULTANT must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1); and the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, 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. CONSULTANT shall 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 shall 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.

4. Civil Rights Regulations

As a condition of this Contract, the CONSULTANT must certify that it will abide by the following Federal laws and regulations:

(1) Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding

(2) Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin

(3) Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988)

(4) 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing

(5) 24 CFR § 570.490(b) – Unit of general local government's record

(6) 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels

(7) Age Discrimination Act of 1975

(8) Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing

(9) Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin

(10) Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities

(11) Executive Order 11063 – Equal Opportunity in Housing; and

(12) Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

V. Labor and Employment

1. Labor Standards

CONSULTANT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this contract shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

CONSULTANT shall maintain documentation that demonstrates compliance with applicable hours and wage requirements. Such documentation shall be made available to SUBRECIPIENT for review upon request.

CONSULTANT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5.

VI. Additional Regulations

1. Air and Water

   a. Air Quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).

   b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

   c. The Clean Air and Water Act. If this Contract is in excess of $100,000, CONSULTANT shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. CONSULTANT shall report any violation of the above to SUBRECIPIENT.

   d. Energy Efficiency. CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

2. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

3. Purchase of American-Made Equipment and Products: CONSULTANT assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Contract will be American-made.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) – If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented

by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

5. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

6. Immigration Reform and Control Act. Contractors shall comply with the requirements of the Immigration Reform and Control Act of 1986, which require employment verification and retention of verification form(s) for any individual hired who will perform any services under the contract.

I hereby certify that this firm shall fully comply with all state and federal statutes, regulations, and policies listed in this Attachment 6.

____________________________ ________________________

Firm/Company Name Respondent Signature

____

Date

g

Access to Records and Records Retention

By signing this Attachment **g**, the Respondent states that they fully understand the Access to Records and Records Retention requirements for the project and if awarded, the Respondent/Vendor will ensure compliance with the requirements and as required in RFQ No. XX, and as outlined below.

ACCESS TO RECORDS

1. The Town of St. Lucie Village, FloridaCommerce, 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, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Respondent/Vendor, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

PUBLIC RECORDS ACCESS

1. The Respondent/Vendor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
2. The Respondent/Vendor shall keep and maintain public records required to perform the services under this Agreement.
3. This Agreement may be unilaterally canceled by the Town for refusal by the Respondent/Vendor to either provide public records to the Town upon request, or to allow inspection and copying of all public records made or received by the Respondent/Vendor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
4. If the Respondent/Vendor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
    i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Respondent/Vendor of the request, and the Respondent/Vendor must provide the records to the Town or allow the records to be inspected or copied within a reasonable time. If the Respondent/Vendor fails to provide the public records to the Town within a reasonable time, the Respondent/Vendor may be subject to penalties under s. 119.10, F.S.
    ii. Upon request from the Town's custodian of public records, the Respondent/Vendor shall provide the Town 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
    iii. The Respondent/Vendor shall identify and ensure that all 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 term and following completion of the Agreement if the Respondent/Vendor does not transfer the records to the Town.

iv. Upon completion of the Agreement, the Respondent/Vendor shall transfer, at no cost to Town, all public records in possession of the Respondent/Vendor or keep and maintain public records required by the Town to perform the services under this Agreement. If the Respondent/Vendor transfers all public records to the Town upon completion of the Agreement, the Respondent/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Respondent/Vendor keeps and maintains public records upon completion of the Agreement, the Respondent/Vendor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Town.

If the Respondent/Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Respondent/Vendor's duty to provide public records relating to this agreement, contact the Town's custodian of public records by telephone at *(772) 295-7174*, by email at paulette.burgess@stlucievillagefl.gov or at the mailing address below:

Paulette Burgess

215 Hunt Avenue

Fort Pierce, FL 34946

RETENTION OF RECORDS

1. The Respondent/Vendor shall retain all records relating to this contract for six (6) years after the Town of St. Lucie Village makes final payment and all other pending matters are closed.
2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Company Name

Respondent Signature

Date

h

E-Verify Responsibility

By signing this Attachment **h**, the Respondent/Vendor states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Respondent will provide all E-Verify documentation as required in RFQ No. XX.

As a condition precedent to entering into a Contract, and in compliance with Section 448.095, F.S., the Respondent/Vendor, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

The Respondent/Vendor shall provide the Town of St. Lucie Village and require each of its subcontractors to provide the Respondent/Vendor, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Respondent/Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the Town.

The Town, Respondent/Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), F.S. or the provisions of this section shall terminate the contract with the person or entity.

The Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Respondent/Vendor otherwise complied, shall promptly notify the Respondent/Vendor and the Respondent/Vendor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), F.S. the Respondent/Vendor acknowledges that upon termination of this Agreement by the Town for a violation of this section by Respondent/Vendor, the Respondent/Vendor Administrator may not be awarded a public contract for at least one (1) year. The Respondent/Vendor further acknowledges that they are liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

Subcontracts. The Respondent/Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Respondent/Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

____________________________ ____________________________

Respondent Signature Firm/Company Name

____

Date

I

Domestic Preference

By signing this Attachment I, the Respondent is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the proposal will ensure compliance with the regulation and as required in the regulation and RFQ No. XX.

The Town of St. Lucie Village, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Town shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurement of construction bidding, construction contracting and construction work. Secondarily, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversite of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

Procurement for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

Project Engineering Procurement(s) and Award(s)

Procurement for Federally funded engineering services shall include a requirement that the Respondent and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversite to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

Grant Administration Procurement(s) and Award(s)

Procurement for Federally funded grant administration services shall include a requirement that the Respondent and selected firm provide oversite of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.

__________________________ __________________________

Respondent Signature Company/Firm Name

____

Date

j

SAM.GOV Registration – Debarment and Suspension

By signing this Attachment j, the Respondent states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Respondent additionally understands and acknowledges they are ineligible to contract under this RFQ No. XX if their name(s), and or party(ies) are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Additionally, the Respondent understands they may be precluded from award of contracting under this RFQ No. XX if they are deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.

______________________________ ______________________________

Company Name | Respondent (signature)

____

Date

k

Conflicts of Interest

By signing this Attachment **k**, the Respondent states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. If the Respondent developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals for the work outlined in this RFQ No. XX, the Respondent may not be considered for work under this RFQ.

The Respondent hereby attests and certifies that they did not participate in the development or drafting of this RFQ No. XX.

The Respondent understands and is committed to declaring any real or perceived conflicts of interest to the Town of St. Lucie Village.

The Respondent understands that in the event of a conflict of interest, either actual or perceived the Town staff and/or member(s) of county commission/city council must:

- Publicly declare the conflict,
- Abstain from participation in said procurement(s), including drafting RFQ, proposal evaluation, ranking, recommendations, or awarding, and
- City Council/County Commission Member shall complete Form 8B.

____________________________ ____________________________

Company Name Respondent (signature)

____

Date

I

Section 3 Requirements, As Applicable

By signing this Attachment I, the Respondent states that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by RFQ No. XX. If awarded, the Respondent will ensure compliance with the regulation, and if required, complete and provide required certifications and maintain and provide documentation to the Town of St. Lucie Village, as required.

The Respondent shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implement its regulations at 24 CFR part 75. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a Respondent of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations.

The Respondent understands that if awarded a contract for engineering services under this RFQ No. XX, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contract with construction contractors include Section 3 requirements. The Respondent shall also include the following Section 3 clause in any construction contract over $200,000 and will require the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

<u>SECTION 3 CLAUSE</u>

All Section 3 covered contracts and subcontracts must include the following clause:

A. 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, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. 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 part 75 regulations.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 apply 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 shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall 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).

______________________________ ______________________________

Firm/Company Name Respondent Signature

____

Date

m

Appendix II to Part 200 - Contracts for Non-Federal Entity Contracts Under Federal Awards

By signing this Attachment m, the Respondent states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded, the Respondent understands that Appendix II to Part 200 will be included in the contract between their firm and the Town of St. Lucie Village and will ensure compliance with the regulation and as required this RFQ No. XX.

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

Appendix II to Part 200(A) *Remedies*: Contracts for more than the Simplified Acquisition Threshold ($350,000) 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.

Appendix II to Part 200(B) *Termination for Cause & Convenience*: Contracts more than $10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.

Appendix II to Part 200(C) *Equal Opportunity & Non-Discrimination*: Contracts that meet the definition of "federally assisted construction contract" must include the equal employment opportunity clause provided under 41 CFR §60-1.4(b). *****The U.S. Department of Labor (DOL) proposes to rescind the regulations for Executive Order (E.O.) 11246, as amended. E.O. 11246 was revoked by E.O. 14173 on January 21, 2025.***

Appendix II to Part 200(D) *Davis-Bacon Act (1)*: Construction contracts for more than $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-4144 and 3146-3148); specifically that: (1) Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages; and (2) Contractors must be required to pay wages not less than once a week. (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, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 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.

Appendix II to Part 200(D) *Davis-Bacon Act (2)*: Subrecipients must include a copy of the current prevailing wage determination in each solicitation for construction services in excess of $2,000, and the decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. Note: Acceptance of the wage determination is usually implicit upon awarding the contract.

Appendix II to Part 200(D) *Davis-Bacon Act (3)*: Construction contracts for more than $2,000 must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), which 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. Include copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.

Appendix II to Part 200(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, as supplemented by Department of Labor regulations (29 CFR Part 5).

- Under 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.

Appendix II to Part 200(F) *Rights to Inventions*: Contracts entered into with a small business firm or nonprofit organization and the Federal award meets the definition of "funding agreement", must comply with the requirements of 37 CFR §401, Rights to Inventions made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

Appendix II to Part 200(G) *Clear Air Act & Federal Water Pollution Control Act*: Contracts and subcontracts of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to comply with the Clean Air Act (42 U.S.C. §7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §1251-1387).

Appendix II to Part 200(H) *Debarment & Suspension*: Subrecipients must comply with CDBG regulations regarding debarred or suspended entities, specifically including 24 C.F.R. §570.609. Contracts must not be awarded to parties listed on the government wide exclusions in the System for Award Management (SAM).

Appendix II to Part 200(I) *Byrd Anti-Lobbying Amendment*: Contractors that apply or bid for any awards must file the required certification affirming their compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

Green Building Standards: Construction contracts or agreements must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation Notice published in the Federal Register on November 21, 2016 (81 FR 83254-83275).

Section 3: Contracts subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. §1701u), must include "the Section 3 clause" pursuant to 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Employment Eligibility Verification: Executive Order 11-116 signed May 27, 2011, by the Governor of Florida requires contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT sub recipient agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

________________________	________________________
Firm/Company Name	Respondent Signature
	________________________
	Date

REQUEST FOR SUBMITTALS

TOWN OF ST. LUCIE VILLAGE
CDBG-DR GRANT PROGRAM ADMINISTRATION
RFP [# INSERT]

ADVERTISED: [INSERT SOURCE(S)]
RESPONSE DEADLINE: [ENTER MONTH, DAY, YEAR & 4:30 PM]
RESPONSES ARE TO BE SUBMITTED TO:

NEILL, MARQUIS, OSKING & HALE, PLLC
ATTN: RICHARD V. NEILL, JR., TOWN ATTORNEY
311 S. 2ND STREET, SUITE 200
FORT PIERCE, FL 34950

BID OPENING:

[ENTER MONTH, DAY, YEAR & TIME]
TOWN OF ST. LUCIE VILLAGE
2814 NORTH OLD DIXIE HIGHWAY
FORT PIERCE, FL 34946

INSTRUCTIONS TO RESPONDENTS

Qualified firms are invited to submit, to the TOWN OF ST. LUCIE VILLAGE, BIDS/PROPOSALS FOR GRANT ADMINISTRATION RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR) RFP [# INSERT], by replying to the enclosed specifications. For the submittal to be considered, complete all items in this specification. Submittals will be ranked separately and considered on an equal competitive basis.

All submittals must include one **(1) original** and **five (5) copies** and be addressed to:

NEILL, MARQUIS, OSKING & HALE, PLLC
ATTN: RICHARD V. NEILL, JR., TOWN ATTORNEY
311 S. 2ND STREET, SUITE 200
FORT PIERCE, FL 34950

Submittals must be **received** at the address listed above no later than **[ENTER MONTH, DAY, YEAR & 4:30PM]**.
Late responses will not be accepted, regardless of the reason.

Submittal envelopes for Grant Administration must be sealed and marked with the **RFQ number, "Grant Administration", due date, and name of respondent** to identify the enclosed submittal. If more than one envelope is needed, please mark "1 of 2", "2 of 2", etc.

Submittal envelopes for Engineering Services must be sealed and marked with the **RFQ number, "Engineering Services", due date, and name of respondent** to identify the enclosed submittal. If more than one envelope is needed, please mark "1 of 2", "2 of 2", etc.

Submittals for **Grant Administration** and **Engineering Services** should be clearly marked as such and submitted as separate packages.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work must be submitted **by e-mail to the Town Clerk** as shown below:

Paulette.burgess@stlucievillagefl.gov

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 -hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Town Clerk or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." **Questions must be submitted in writing.**

All questions must be received at least five (5) calendar days prior to the scheduled opening of submittals. Any interpretation of these terms, conditions, and/or specifications, if made, will be only by Addendum issued by the Town Clerk. A copy of such Addendum will be e-mailed to each respondent that received a copy of the advertisement of the Request for Submittals. **IT IS THE RESPONSIBILITY OF THE RESPONDENT TO CHECK FOR ANY ADDENDA PRIOR TO SUBMITTING.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The Town reserves the right to reject any or all submittals, to waive informalities in the submittals, and to re-advertise for submittals. The Town also reserves the right to separately accept or reject any item or items of a submittal and to award and/or negotiate a contract in its best interest.

TOWN OF ST. LUCIE VILLAGE
CDBG-DR GRANT PROGRAM ADMINISTRATION SERVICES
RFP NO: [# INSERT]

The Town is soliciting Bids/Proposals from qualified firms to perform consulting services related to the following grant program: CDBG-DR Grant Program.

Awarded firms shall be responsible for the performance of all required contracted consulting services as well as any and all associated services as required by the Town. All submitted Bids/Proposals shall be for principal firms and may include sub-contractors.

In addition to other programs/agencies, the U.S. Department of Housing and Urban Development may make eligible Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to the Town for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) ("HUD Act"). Please note Section 3 of the HUD Act of 1968 seeks to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 businesses under the HUD Act are encouraged to submit a Bid/Proposal as any responsive, responsible, business that qualifies as a Section 3 business concern will be given a preference during evaluation. A respondent selected for this project will be responsible for ensuring compliance with all Section 3 requirements, including, but not limited to, ensuring that the Section 3 Contract Clause is included in all construction contracts and subcontracts, documenting Section 3 Qualitative Efforts, and reporting Section 3 compliance in a timely manner.

Administration services shall include, but not be limited to, identifying project/program needs, formulating appropriate grant solutions, developing program linkages, reviewing and developing necessary policies and procedures, developing and administering the program(s), conducting environmental review(s), monitoring of contractors and project activities to ensure program compliance, coordinating with all funding agencies, developing and administering agency contract(s), tracking and managing program funds in compliance with program guidelines, oversight of citizen complaint processes, providing reports and technical assistance required to complete grant/loan programs and as requested by the Town, and Contract Management.

The Town hereby notifies all that it will take affirmative action to ensure that disadvantaged and women business enterprises will be afforded full opportunity to participate in any contract which may result from this request for submittals and will not be discriminated against on the grounds of race, color, national origin, sex, religion, age or physical handicap in consideration of contract award.

Bids/Proposals shall be reviewed by a selection committee, ranked based upon the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Contingent upon successful ranking of Bids/Proposals and negotiation of a contract, nothing shall preclude the Town from selecting a single, qualified firm to provide all services.

Bids/Proposals must contain complete, detailed responses to requests for information contained in this document and any subsequent addenda issued regarding this RFQ. Bids/Proposals must conform to the following structure, and must incorporate information regarding subcontractors where applicable:

1. All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Any respondent submitting inadequate, incorrect, or incomplete information may not receive consideration. Proposals should be brief and to the point. The Town reserves the right to reject any

and all proposals, waive irregularities in the proposal and the negotiations, and to request additional information from proposers if deemed necessary.

2. **Letter of Transmittal:** The respondent shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
   a. State the location of the office from which the work is to be accomplished.
   b. Describe the firm's general qualifications and the range of activities performed by the firm.
   c. Briefly state the proposer's familiarity with the needs and conditions existing in the Town that are relevant to the proposed project(s).
   d. Indicate if respondent personnel have previously developed and/or administered any CDBG or similar grant projects for the Town and/or for other jurisdictions. Provide a minimum of 3 example projects.
   e. Certify that the respondent will provide professional guidance to the Town relative to compliance with applicable federal, state, and local laws and regulations.
   f. Indicate if your firm is a Certified Minority Business Enterprise. (Disadvantaged, Women-Owned, Veteran-Owned, etc.)
   g. Provide any additional information that the respondent feels is essential to their proposal.
   h. State that the person signing the "Letter of Transmittal" is authorized to bind the proposer.
3. **All proposals shall include each of the following:**
   a. Indicate why the respondent feels uniquely qualified to undertake the required administration and management services.
   b. Describe the technical approach to be taken in addressing the scope of work, including a delineation of specific tasks to be undertaken.
   c. Include a description of relevant work experience for each person assigned to this project.
   d. Describe experience with administering non-CDBG grants for Florida jurisdictions and other Governmental Agencies.
   e. Identify OTHER projects under the Community Development Block Grant Program that were successfully completed.
   f. It is the intent of the Town to evaluate the qualifications of all respondents and select the respondent whose proposal is deemed most advantageous to the Town. Under this attachment, the respondent shall indicate their proposed scope and fee for the services requested. Firm should also certify that if selected as the most qualified respondent, it will negotiate a fair and reasonable price not to exceed the approved budget for each task. The approved budget and contracted administrative costs; by similar entities, for similar type projects shall serve as the parameter in the determination of what constitutes "fair and reasonable" compensation.
   g. Furthermore, the respondent shall certify that to the best of their knowledge and belief all the information herein submitted for consideration and evaluation is true, correct, and accurate.
4. **Evidence of registration and statement of professional liability insurance:**
   a. A Certificate of Insurability acceptable to the Town shall accompany each proposal or alternate proposal in the amounts as prescribed by State and Town.
   b. Professional Liability Insurance: The Vendor shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from the Vendor's operations under the terms and conditions of the Request for Submittals. Liability insurance shall be obtained at the Vendor's expense and in its name as the insured, which Certificate shall show the Town as an additional named insured. Liability insurance on a form approved by the Town (M&D, CGL, etc.) and including endorsements for contractual liability and such other endorsements appropriate for

the work required by this RFP as may be required by the Town. The limit of liability for this coverage shall not be less than $250,000.00 CSL per occurrence.

c. General Liability, with combined single limits of not less than $1,000,000 per occurrence. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501) or equal.
d. Business Auto Liability Insurance, with combined single limits of not less than $200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, not-owned and hired automobiles and employee non-ownership use.
e. Workers' Compensation Insurance, as required by the State of Florida; $100,000 each accident and $100,000 each employee $500,000 policy limit for disease

Note: Insurance requirements will change from time to time. Amounts of insurance will meet the minimum amounts and limits required by the State of Florida and the Town.

5. **Affidavits and Acknowledgements (attached)**
   a. Non-Collusion Affidavit of Prime Respondent
   b. Drug-Free Workplace Form
   c. Insurance
   d. Indemnification
   e. Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crimes
   f. State and Federal Statutes, Regulations, and Policies
   g. Access to Records and Records Retention
   h. E-Verify Responsibility
   i. Domestic Preference
   j. Sam.Gov Registration – Debarment and Suspension
   k. Conflicts of Interest
   l. Section 3 Requirements, As Applicable
   m. Appendix II to Part 200

The qualifications for professional Services will be evaluated using the following criteria:

1)	20 points	Company/Firm qualifications and capabilities
2)	20 points	Key Professional Personnel qualifications and capabilities
3)	20 points	Successful administration of CDBG projects under the Florida Small Cities Community Development Block Grant Program
3)	20 points	Successful administration of non-CDBG grants for Florida jurisdictions and other Governmental Agencies
4)	10 points	Client references
6)	10 points	(Fee) This should be clearly broken down to indicate each key position and corresponding hourly rates.
7)	5 points	A total of 5 bonus points will be awarded to firms having completed 1 project within the Town limits in the past 5 years. This will be awarded as an all or none 5-point bonus.

8) 5 points A total of 5 bonus points will be awarded to firms submitting as a team with an engineering firm on the RFQ component of this advertisement, as the Town believes this will provide a streamlined approach and minimize coordination activities between independent contractors. This will be awarded as an all or none 5-point bonus.

In case of a tie, MBE/WBE Status will be given priority.

If only one response is received, the Town will not open the sealed RFP or RFQ documents. Rather, the advertisement will be extended by 2 weeks to allow for additional submittals, to comply with the grant program procurement requirements. If no additional submittals are received, the original submittals will be opened for review and consideration. At that time, the Town can opt to award to the sole firm to have submitted on the RFP/RFQ.

The previous criteria are shown in the required submittal format, not to be deviated from by prospective consultants. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any such submittal. The Town is an Equal Opportunity Employer. Minority/Women owned businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, the Town strictly enforces open and fair competition in its requests for submittals. **Questions or requests for additional information shall be directed to the Town by email at**

paulette.burgess@stlucievillagefl.gov.

The Town reserves the right to request clarification of any information submitted by respondents. The Town, with suitable basis as provided for by law, also reserves the right to reject any and all submittals, and to waive any informalities or irregularities in the submittal process. Contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Respondents shall submit one original and five copies of their submittal(s) to the above referenced contact person and address in sealed packages marked clearly with **the RFQ number, "Grant Administration", due date, and name of respondent** to identify the enclosed submittal. If more than one envelope is needed, please mark "1 of 2", "2 of 2", etc. no later than

[ENTER MONTH, DAY, YEAR & 4:30PM]

To facilitate effective evaluation by the Town, submittals shall be limited to a total of 75 pages (not including required forms) and a minimum font size of 10. Minority Business Enterprise certification, statement on Public Entity Crimes, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. Submittals which exceed this length will be considered non-responsive and will not be evaluated. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the Town, short lists may be developed, and respondents may be asked to give a short presentation or interview as part of the selection process. The Town supports Equal Opportunity Employment, Fair Housing, and Providing Handicapped Access.

A person or affiliate who has been placed on the State of Florida or a Federal convicted vendor list following a conviction for a public entity crime may not submit a response, or reply on a contract to provide any goods or services to a public entity; may not submit a response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit responses or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 287.017 F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

TOWN OF ST. LUCIE VILLAGE
CDBG-DR GRANT PROGRAM ADMINISTRATION SERVICES
RFQ NO: [# INSERT]

Respondent A:______________________________

Respondent B:______________________________

Respondent C:______________________________

Respondent D:______________________________

CRITERIA	**Respondent A**	**Respondent B**	**Respondent C**	**Respondent D**
Company/Firm qualifications and capabilities: ***Maximum of 20 Points***				
Key Personnel capabilities and qualifications: ***Maximum of 20 Points***				
Successful administration of CDBG projects under the Florida Small Cities Community Development Block Grant Program: ***Maximum of 20 Points***				
Successful administration of non-CDBG grants for Florida jurisdictions and other Governmental agencies: ***Maximum of 20 Points***				
Client references: ***Maximum of 10 Points***				
Proposed Fee:. ***Maximum of 10 Points***				
Experience with Town (1 project in past 5 years) ***Total of 5 Bonus Points***				
Joint Team Submittal with Engineering Firm ***Total of 5 Bonus Points***				
Total Score: (110 possible)				

Ranking: #1______________________________

#2______________________________

#3______________________________

#4______________________________

*Signature:*______________________________ *Date:*____________________

ATTACHED AFFIDAVITS AND ACKNOWLEDGEMENTS

a: NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

b: DRUG-FREE WORKPLACE FORM

c: INSURANCE

d: INDEMNIFICATION

e: SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), F.S., ON PUBLIC ENTITY CRIMES

f: STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

g: ACCESS TO RECORDS AND RECORDS RETENTION

h: E-VERIFY RESPONSIBILITY

i: DOMESTIC PREFERENCE

j: SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION

k: CONFLICTS OF INTEREST

l: SECTION 3 REQUIREMENTS, AS APPLICABLE

m: APPENDIX II TO PART 200

a

Non-Collusion Affidavit of Prime Respondent

State of Florida

St. Lucie County

Respondent Name, being first duly sworn, deposes and states that:

1. He/She is Click or tap here to enter text. of Click or tap here to enter text., the Respondent that is submitting the attached Proposal.
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither the said Respondents nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Respondent, firm or person to fix the price or prices in the attached proposal of any other Respondent, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of St. Lucie Village or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Proposal as well as subsequent negotiated prices, following evaluation of the firms' qualifications by the Town, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: ____________________________

Title: ____________________________

Date: ____________________

b

Drug-Free Workplace Form

By signing this Attachment **b**, the Respondent certifies the following:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I hereby certify that this firm shall fully comply I hereby certify that this firm fully complies with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). the above requirements.

______________________________ ______________________________

Respondent Signature Firm/Company Name

____

Respondent Title

____

Date

C

Insurance

All contractors or employees hired by the Town of St. Lucie Village shall have all current licenses and permits required for all the work for which they are hired by the Town.

By signing below the Respondent states that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFQ No. XX.

The requirements are as follows:

A. Respondent is insured with a company licensed to do business in the State of Florida.

B. The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)

C. The Town will be named as an additional insured for general and automobile liability.

D. The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment.

E. The General Liability and Worker's Compensation policies will contain waivers of subrogation in favor of the Town.

____

Firm/Company Name

____

Respondent Signature

____

Respondent Title

____

Date

d

Indemnification

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Architect or Engineer shall defend, indemnify, and hold harmless the Town of St. Lucie Village, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Architect or Engineer, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Town, or any of its officers, directors, agents, or employees by any employee of the Architect or Engineer, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect or Engineer or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Architect or Engineer, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Architect or Engineer and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Architect or Engineer or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect or Engineer or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such endorsement, or voids coverage should Architect or Engineer or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Architect or Engineer of the last payment shall be a release to the Town and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Signature of Owner/Officer: ______________________________________

DATE: Month/Day/2026

ATTEST (Firm Secretary or Witness): Attest Name

STATE OF FLORIDA

ST. LUCIE COUNTY

The foregoing instrument was acknowledged before me this ## day of 2026 by Respondent Name, of Firm Name.

He/She is personally known to me or has produced as identification, Click or tap here to enter text. and did/did not take an oath.

____

Signature of Notary

______________________________________ (Seal)

Printed Name of Notary

My Commission Expires: ______________________

e

Sworn Statement Pursuant to Section 287.133(3)(a), F.S., on Public Entity Crimes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of St. Lucie Village by Respondent Name & Title for Firm/Company Name whose business address is Street Address, City, State, Zip and its FEIN or SSN of the individual signing this sworn statement is FEIN/SSN.

2. Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By signing this Attachment **e**, I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

By signing this Attachment **e**, Respondent represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Respondent shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), F.S., means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Indicate Which Statement Applies:

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____

Signature

STATE OF FLORIDA

ST. LUCIE COUNTY

The foregoing instrument was acknowledged before me on this #st day of Month, 2026 by Individual's Name, who is personally known to me and who did/did not take an oath.

____

Signature of Notary

______________________________ (Seal)

Printed Name of Notary

My Commission Expires: ____________________

f

State and Federal Statutes, Regulations, and Policies

By signing this Attachment f, the CONSULTANT agrees to comply with all applicable Federal, State and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this Contract.

I. NONDISCRIMINATION

The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Contract automatically terminates without any further action on the part of any party, effective the date of the court order.

1. 24 CFR Part 6

   CONSULTANT will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. CONSULTANT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, CONSULTANT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

   The CONSULTANT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

3. State and Local Nondiscrimination Provisions

   CONSULTANT shall comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

   CONSULTANT shall 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 shall, 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. CONSULTANT shall 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 shall 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.

4. Affirmative Action

A. **Veteran, Women- and Minority-Owned Businesses**

When possible, the CONSULTANT shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this Contract.

B. **Notifications**

CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Respondent's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

II. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

CONSULTANT shall 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). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a contractor of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. CONSULTANT and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

SECTION 3 CLAUSE

A. 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, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. 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 part 75 regulations.

C. 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.

D. 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 actions, 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.

E. 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.

F. 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.

G. 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 shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall 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).

3. <u>Section 3 Benchmarks and Reporting</u>

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verify Section 3 workers and business concerns to meet these minimum numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

A. Reporting. If the CONSULTANT'S reporting indicates that the CONSULTANT has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the CONSULTANT must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

B. CONSULTANT will comply with any Section 3 Project Implementation Plan documents, if any, provided by SUBRECIPIENT, which may be amended from time to time for HUD reporting purposes.

III. CIVIL RIGHTS COMPLIANCE

1. Fair Housing

As a condition of this Contract, the CONSULTANT must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

2. Section 504 and the Americans with Disabilities Act (ADA)

As a condition of this Contract, the CONSULTANT must certify that it will provide access to all federally funded activities to all individuals, regardless of disability.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. As a condition of this Contract, the CONSULTANT may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodation, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

3. Equal Employment Opportunity

As a condition of this Contract, the CONSULTANT must certify that it and its contractors, subcontractors, and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

The CONSULTANT must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1); and the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, 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. CONSULTANT shall 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 shall 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.

4. Civil Rights Regulations

As a condition of this Contract, the CONSULTANT must certify that it will abide by the following Federal laws and regulations:

(1) Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding

(2) Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin

(3) Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988)

(4) 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing

(5) 24 CFR § 570.490(b) – Unit of general local government's record

(6) 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels

(7) Age Discrimination Act of 1975

(8) Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing

(9) Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin

(10) Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities

(11) Executive Order 11063 – Equal Opportunity in Housing; and

(12) Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

V. Labor and Employment

1. Labor Standards

CONSULTANT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this contract shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

CONSULTANT shall maintain documentation that demonstrates compliance with applicable hours and wage requirements. Such documentation shall be made available to SUBRECIPIENT for review upon request.

CONSULTANT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5.

VI. Additional Regulations

1. Air and Water

   a. Air Quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).

   b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

   c. The Clean Air and Water Act. If this Contract is in excess of $100,000, CONSULTANT shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. CONSULTANT shall report any violation of the above to SUBRECIPIENT.

   d. Energy Efficiency. CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

2. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

3. Purchase of American-Made Equipment and Products: CONSULTANT assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Contract will be American-made.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that

involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

5. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

6. Immigration Reform and Control Act. Contractors shall comply with the requirements of the Immigration Reform and Control Act of 1986, which require employment verification and retention of verification form(s) for any individual hired who will perform any services under the contract.

I hereby certify that this firm shall fully comply with all state and federal statutes, regulations, and policies listed in this Attachment 6.

____________________________ ____________________________

Firm/Company Name Respondent Signature

____

Date

g

Access to Records and Records Retention

By signing this Attachment **g**, the Respondent states that they fully understand the Access to Records and Records Retention requirements for the project and if awarded, the Respondent/Vendor will ensure compliance with the requirements and as required in RFQ No. XX, and as outlined below.

ACCESS TO RECORDS

1. The Town of St. Lucie Village, FloridaCommerce, 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, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Respondent/Vendor, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

PUBLIC RECORDS ACCESS

1. The Respondent/Vendor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
2. The Respondent/Vendor shall keep and maintain public records required to perform the services under this Agreement.
3. This Agreement may be unilaterally canceled by the Town for refusal by the Respondent/Vendor to either provide public records to the Town upon request, or to allow inspection and copying of all public records made or received by the Respondent/Vendor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
4. If the Respondent/Vendor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
    i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Respondent/Vendor of the request, and the Respondent/Vendor must provide the records to the Town or allow the records to be inspected or copied within a reasonable time. If the Respondent/Vendor fails to provide the public records to the Town within a reasonable time, the Respondent/Vendor may be subject to penalties under s. 119.10, F.S.

    ii. Upon request from the Town's custodian of public records, the Respondent/Vendor shall provide the Town 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. The Respondent/Vendor shall identify and ensure that all 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 term and following completion of the Agreement if the Respondent/Vendor does not transfer the records to the Town.

iv. Upon completion of the Agreement, the Respondent/Vendor shall transfer, at no cost to Town, all public records in possession of the Respondent/Vendor or keep and maintain public records required by the Town to perform the services under this Agreement. If the Respondent/Vendor transfers all public records to the Town upon completion of the Agreement, the Respondent/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Respondent/Vendor keeps and maintains public records upon completion of the Agreement, the Respondent/Vendor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Town.

If the Respondent/Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Respondent/Vendor's duty to provide public records relating to this agreement, contact the Town's custodian of public records by telephone at *(772) 295-7174,* by email at paulette.burgess@stlucievillagefl.gov or at the mailing address below:

Paulette Burgess

215 Hunt Avenue

Fort Pierce, FL 34946

RETENTION OF RECORDS

1. The Respondent/Vendor shall retain all records relating to this contract for six (6) years after the Town of St. Lucie Village makes final payment and all other pending matters are closed.

2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Company Name

Respondent Signature

Date

h

E-Verify Responsibility

By signing this Attachment **h**, the Respondent/Vendor states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Respondent will provide all E-Verify documentation as required in RFQ No. XX.

As a condition precedent to entering into a Contract, and in compliance with Section 448.095, F.S., the Respondent/Vendor, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

The Respondent/Vendor shall provide the Town of St. Lucie Village and require each of its subcontractors to provide the Respondent/Vendor, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Respondent/Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the Town.

The Town, Respondent/Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), F.S. or the provisions of this section shall terminate the contract with the person or entity.

The Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Respondent/Vendor otherwise complied, shall promptly notify the Respondent/Vendor and the Respondent/Vendor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), F.S. the Respondent/Vendor acknowledges that upon termination of this Agreement by the Town for a violation of this section by Respondent/Vendor, the Respondent/Vendor Administrator may not be awarded a public contract for at least one (1) year. The Respondent/Vendor further acknowledges that they are liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

Subcontracts. The Respondent/Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Respondent/Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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Respondent Signature Firm/Company Name

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Date

i

Domestic Preference

By signing this Attachment **i**, the Respondent is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the proposal will ensure compliance with the regulation and as required in the regulation and RFQ No. XX.

The Town of St. Lucie Village, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Town shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurement of construction bidding, construction contracting and construction work. Secondarily, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversite of the construction contractor to ensure compliance with the Domestic Preference requirements.

<u>Construction Procurements and Awards</u>

Procurement for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

<u>Project Engineering Procurement(s) and Award(s)</u>

Procurement for Federally funded engineering services shall include a requirement that the Respondent and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversite to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

<u>Grant Administration Procurement(s) and Award(s)</u>

Procurement for Federally funded grant administration services shall include a requirement that the Respondent and selected firm provide oversite of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.

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Respondent Signature Company/Firm Name

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Date

j

SAM.GOV Registration – Debarment and Suspension

By signing this Attachment **j**, the Respondent states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Respondent additionally understands and acknowledges they are ineligible to contract under this RFQ No. XX if their name(s), and or party(ies) are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Additionally, the Respondent understands they may be precluded from award of contracting under this RFQ No. XX if they are deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.

______________________________ ______________________________

Company Name Respondent (signature)

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Date

k

Conflicts of Interest

By signing this Attachment **k**, the Respondent states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. If the Respondent developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals for the work outlined in this RFQ No. XX, the Respondent may not be considered for work under this RFQ.

The Respondent hereby attests and certifies that they did not participate in the development or drafting of this RFQ No. XX.

The Respondent understands and is committed to declaring any real or perceived conflicts of interest to the Town of St. Lucie Village.

The Respondent understands that in the event of a conflict of interest, either actual or perceived the Town staff and/or member(s) of county commission/city council must:

- Publicly declare the conflict,
- Abstain from participation in said procurement(s), including drafting RFQ, proposal evaluation, ranking, recommendations, or awarding, and
- City Council/County Commission Member shall complete Form 8B.

________________________________ ________________________________

Company Name Respondent (signature)

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Date

I

Section 3 Requirements, As Applicable

By signing this Attachment I, the Respondent states that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by RFQ No. XX. If awarded, the Respondent will ensure compliance with the regulation, and if required, complete and provide required certifications and maintain and provide documentation to the Town of St. Lucie Village, as required.

The Respondent shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implement its regulations at 24 CFR part 75. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a Respondent of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations.

The Respondent understands that if awarded a contract for engineering services under this RFQ No. XX, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contract with construction contractors include Section 3 requirements. The Respondent shall also include the following Section 3 clause in any construction contract over $200,000 and will require the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

<u>SECTION 3 CLAUSE</u>

All Section 3 covered contracts and subcontracts must include the following clause:

A. 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, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. 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 part 75 regulations.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 apply 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 shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall 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).

______________________________ ______________________________

Firm/Company Name Respondent Signature

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Date

m

Appendix II to Part 200 - Contracts for Non-Federal Entity Contracts Under Federal Awards

By signing this Attachment m, the Respondent states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded, the Respondent understands that Appendix II to Part 200 will be included in the contract between their firm and the Town of St. Lucie Village and will ensure compliance with the regulation and as required this RFQ No. XX.

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

Appendix II to Part 200(A) *Remedies*: Contracts for more than the Simplified Acquisition Threshold ($350,000) 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.

Appendix II to Part 200(B) *Termination for Cause & Convenience*: Contracts more than $10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.

Appendix II to Part 200(C) *Equal Opportunity & Non-Discrimination*: Contracts that meet the definition of "federally assisted construction contract" must include the equal employment opportunity clause provided under 41 CFR §60-1.4(b). ***The U.S. Department of Labor (DOL) proposes to rescind the regulations for Executive Order (E.O.) 11246, as amended. E.O. 11246 was revoked by E.O. 14173 on January 21, 2025.*

Appendix II to Part 200(D) *Davis-Bacon Act (1)*: Construction contracts for more than $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-4144 and 3146-3148); specifically that: (1) Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages; and (2) Contractors must be required to pay wages not less than once a week. (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, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 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.

Appendix II to Part 200(D) *Davis-Bacon Act (2)*: Subrecipients must include a copy of the current prevailing wage determination in each solicitation for construction services in excess of $2,000, and the decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. Note: Acceptance of the wage determination is usually implicit upon awarding the contract.

Appendix II to Part 200(D) *Davis-Bacon Act (3)*: Construction contracts for more than $2,000 must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), which 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. Include copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.

Appendix II to Part 200(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, as supplemented by Department of Labor regulations (29 CFR Part 5).

- Under 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.

Appendix II to Part 200(F) *Rights to Inventions*: Contracts entered into with a small business firm or nonprofit organization and the Federal award meets the definition of "funding agreement", must comply with the requirements of 37 CFR §401, Rights to Inventions made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

Appendix II to Part 200(G) *Clear Air Act & Federal Water Pollution Control Act*: Contracts and subcontracts of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to comply with the Clean Air Act (42 U.S.C. §7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §1251-1387).

Appendix II to Part 200(H) *Debarment & Suspension*: Subrecipients must comply with CDBG regulations regarding debarred or suspended entities, specifically including 24 C.F.R. §570.609. Contracts must not be awarded to parties listed on the government wide exclusions in the System for Award Management (SAM).

Appendix II to Part 200(I) *Byrd Anti-Lobbying Amendment*: Contractors that apply or bid for any awards must file the required certification affirming their compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

Green Building Standards: Construction contracts or agreements must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation Notice published in the Federal Register on November 21, 2016 (81 FR 83254-83275).

Section 3: Contracts subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. §1701u), must include "the Section 3 clause" pursuant to 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Employment Eligibility Verification: Executive Order 11-116 signed May 27, 2011, by the Governor of Florida requires contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT sub recipient agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

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Firm/Company Name Respondent Signature

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Date