

AGREEMENT

25-0425-RFP Management, Administration & Implementation of Community Development Block Grant -Disaster Recovery (CDBG-DR) Program

This Agreement (the "Agreement" or "Contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Horne LLP whose primary address is 661 Sunnybrook Road Suite 100, Ridgeland, MS 39157 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
 - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
 - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
 - f. Contractor's response to Solicitation Section 9, titled Pricing Proposal, attached as Exhibit F.
 - g. Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, attached as Exhibit G.
 - h. Attachment 1 - Contract Provisions for Contracts Under Federal Awards
 - i. Attachment 2 - Disclosure of Lobbying Activities
 - j. Attachment 3 - FEMA Grant Provisions
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for thirty-six 36 months from the Effective Date (the "Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for two (2) additional twelve (12) month terms, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed **\$559,748,023.97** for the Contract Term without a written amendment to this Agreement.
2. In no event will the annual expenditure exceed **\$189,582,674.66** within any given fiscal year without a written amendment to the Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the
State of Florida:

Contractor:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Exhibit C - Solicitation Section 4 - Special Conditions

4. Special Terms & Conditions

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for 25-0425-RFP Management, Administration & Implementation of Community Development Block Grant -Disaster Recovery (CDBG-DR) Program to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize the respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of thirty-six (36) months from the date of Agreement award and any extension thereof.

4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for two (2) additional twelve (12) month period(s) beyond the primary contract period or earlier if the original contract is completed early. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

4.8. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

4.9. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.10. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.11. PERFORMANCE SECURITY

N/A

Exhibit D - Solicitation Section 5 - Insurance Requirements

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
 1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;

- c. Provide that County will be an additional indemnified party of the subcontract;
- d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
- e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
- f. Assign all warranties directly to the County; and
- g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

- 1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law to carry Workers' Compensation Insurance in order to perform the requirements of this Agreement, a County Waiver Form for workers' compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but is not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

- 1. Combined Single Limit Per Occurrence \$ 1,000,000

2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

A. Limits

1. Each Occurrence \$ 1,000,000
2. General Aggregate \$ 1,000,000

- B. For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

5.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

A. Limits

1. Each Occurrence or Claim \$ 5,000,000
2. General Aggregate \$ 5,000,000

- B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5.7. CRIME/FIDELITY/FINANCIAL INSTITUTION INSURANCE

Coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

A. Limits

1. Each Occurrence or Claim \$ 1,000,000
2. General Aggregate \$ 1,000,000

5.8. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

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Exhibit E - Contractor's response to Solicitation Section 6 - Scope of Work / Specifications

DETAILED APPROACH AND METHODOLOGY

1. PROJECT MANAGEMENT ACTIVITIES

- a. The Contractor will start strong start, but with sustained success by providing structure, partnership, and adaptability at every stage of the disaster recovery lifecycle. The Contractor's approach will begin by laying a solid foundation rooted in strategy, collaboration, and compliance, and continue with the same level of discipline and commitment through program launch, implementation, and closeout.
- b. Grounded in positivity, partnership, and performance, Contactor will emphasize transparency, accountability, and continuous improvement every step of the way. A deep bench of subject matter experts and proven best practices will offer the County a trusted and effective service to deliver an efficient recovery that is resilient, compassionate, and transformative.

2. Structured Program Management

- a. The Contractor will build the Contractor's program management methodology on a disciplined, lifecycle-based framework that integrates structure, accountability, and transparency across all phases of CDBG-DR program delivery, from mobilization through closeout. The Contractor will apply industry-leading approaches such as Agile and Lean Six Sigma, tailored specifically for federally funded disaster recovery environments. These methodologies will proactively manage scope, schedules, risks, and compliance requirements while adapting to real-time feedback and evolving conditions on the ground.
- b. The Contractor will implement a centralized program management office (PMO) model that standardizes execution across all program areas: housing, infrastructure, economic revitalization, and public services. With this model, the Contractor will establish formal governance protocols, performance dashboards, reporting cadences, and escalation pathways to support accountability and stakeholder transparency. The Contractor's PMO will ensure that decision-making is informed, consistent, and aligned with HUD and County-defined objectives.
- c. The Contractor's operationalized program delivery through integrated case management systems that enable clear applicant communication, milestone tracking, eligibility workflows, and document control. The Contractor will configure these systems to capture and report key performance indicators (KPIs), support compliance monitoring, and surface early indicators of risk or delay. The Contractor will reduce error rates and increase efficiency across all applicant-facing processes by seamlessly integrating policy guidance and quality assurance/quality control (QA/QC) processes directly into workflow(s).
- d. The Contractor's program management structure includes real-time field intelligence and continuous improvement loops. The Contractor will use structured community outreach and stakeholder feedback to validate program design assumptions and adjust in-flight implementation. Concurrently, the Contractor will conduct ongoing data analysis to identify performance trends, resource bottlenecks, and unmet needs, which allows for tactical course corrections and strategic reallocations in coordination with the County.
- e. The Contractor will embed regulatory checkpoints aligned with HUD requirements (e.g., duplication of benefits, procurement, URA, environmental review) for proactive compliance at critical stages of the delivery lifecycle. These controls are supported by audit-ready documentation practices and reinforced by internal monitoring protocols that mirror HUD CPD and Office of the Inspector General (OIG) expectations. The Contractor's national track record, free from significant audit findings, speaks to the rigor of the Contractor's approach.

f. The Contractor will prioritize local collaboration. By working with the County and community-based partners, Contactor will align national best practices with local expertise and context.

g. The Contractor's structure is flexible enough to support day-to-day operations while resilient enough to adapt to complex disaster recovery challenges. The result is a program that delivers with speed, compliance, and integrity every time.

3. Planning and Policy Support

The Contractor will launch each engagement with a rapid onboarding process that immerses the Contractor's team in the local recovery context. The Contractor will assess the community's unique needs, evaluate the grantee's operational capacity, and align immediately with the approved Action Plan, staffing structure, and programmatic goals. The Contractor's executive leadership team leads structured discovery sessions alongside policy and compliance staff to map current conditions, identify operational constraints, and define a clear timeline for program design and launch.

The Contractor will apply a structured framework to actively co-develop or adapt program policies, workflows, procedures, and system logic. Central to this approach is its Program Design and Decision Matrix, which the Contractor will use to translate local unmet needs into targeted, compliant, and implementable policy. This tool connects HUD national objectives, eligible activities, and regulatory requirements to actionable recovery priorities, establishing a strong and locally responsive foundation for implementation.

The Contractor will provide a strategy with proven expertise: its staff have authored and implemented HUD rules and regulations, and the Contractor will continue to serve as HUD Technical Assistance providers to grantees across the country. The Contractor will actively apply lessons learned from drafting 26 HUD-compliant Action Plans and from designing and launching local recovery planning programs in a variety of post-disaster contexts. The Contractor's teaming partner, Arcadis, adds depth to the Contractor's planning capacity with specialized experience in resilience planning, climate adaptation, and environmental restoration—ensuring that policy and program design are rooted in long-term community sustainability.

Critically, the Contractor's structure planning to balance urgency and oversight. Its approach mitigates risk by embedding compliance checkpoints at key decision stages and avoiding noncompliant or improper payments that may later trigger monitoring findings or HUD repayment demands. The Contractor will calibrate delivery pace based on risk thresholds, policy clarity, and staffing readiness to enable transparent, applicant-friendly programs that stand up to audit scrutiny. This is not a static process. The Contractor's planning and policy team remains actively engaged throughout implementation, providing ongoing policy interpretation, issue resolution, and continuous improvement informed by program performance data, HUD feedback, and stakeholder input. From initial design through closeout, the Contractor will align the Contractor's program framework with evolving guidance and community needs.

To maintain momentum and consistency, The Contactor will manage a secure, version-controlled policy library that houses guidelines, SOPs, process maps, and forms—each tagged by program type, compliance citation, and status. The Contractor will offer Pinellas County immediate access to this vetted repository or co-develop new content through a collaborative, agile drafting process.

4. Comprehensive Monitoring and Transparent Reporting

Compliance, transparency, and accountability are critical to successfully administering CDBG-DR funds. The Contractor brings over 19 years of proven expertise in developing and implementing comprehensive monitoring frameworks that safeguard program integrity, ***with HUD Regulations" section.***

THE Contractor will establish a structured, risk-based monitoring framework that aligns with federal, state, and local requirements, certifying that CDBG-DR funds are used effectively and compliantly. The Contractor's approach incorporates industry best practices and lessons learned from administering large-scale federal and state programs for grantees, including Florida Commerce, the Puerto Rico Department of Housing (PRDOH), and the Texas General Land Office. Key elements of the Contractor's monitoring framework include:

- A risk-based annual monitoring plan to assess compliance and performance at all program levels.
- Ongoing programmatic monitoring to evaluate subrecipient and vendor effectiveness.
- Identification and resolution of compliance issues to maintain program integrity.
- Targeted training and technical assistance to strengthen compliance and build capacity among program participants.

By using the Contractor's extensive experience in compliance oversight, the Contractor will manage the County's disaster recovery programs with the highest levels of diligence, risk mitigation, and accountability.

5. Proactive Monitoring for Risk Mitigation and Program Success

The Contractor integrates real-time oversight with concurrent QA/QC processes to enhance program performance and minimize risk exposure. The Contractor will proactively monitor by promptly identifying and addressing compliance issues, reducing delays, and streamlining project closeout.

The Contractor's monitoring solutions include:

- Subrecipient financial reviews for responsible fund management and cost reasonableness in compliance with 2 CFR 200.
- Comprehensive documentation and internal controls to provide full transparency and accountability.
- Performance evaluations to assess program effectiveness, regulatory adherence, and contract compliance.
- Technical assistance and capacity-building initiatives to support subrecipients and vendors in meeting compliance expectations.

Additionally, the Contractor's deep experience with federal and state audits—internal audits, federal oversight audits, examinations, and reviews such as those conducted by the HUD OIG, the General Accountability Office (GAO)—positions us to design and implement programs with compliance as a primary objective. The Contractor's team actively supports process revisions, issue resolution, and risk assessment methodologies to identify fraud, waste, and abuse. It stands ready to support the County in preparing for, participating in, and responding to any oversight review.

6. Advanced Compliance Reporting and Data-Driven Oversight

The Contractor provides transparency and accountability through performance tracking, system alignment, and real-time reporting. The Contractor's structured approach includes:

- Real-time monitoring dashboards to track trends and performance.
- Data-driven compliance tracking to align reporting with federal and state requirements.
- Audit-ready documentation to withstand scrutiny from oversight agencies and public watchdogs.

By capitalizing on the Contractor's experience and expertise, the Contractor has successfully supported grantees in establishing internal controls over programs with multibillion-dollar portfolios. The Contractor's structured approach to measuring risk, assessing internal controls, and designing and implementing monitoring plans guarantees the responsible stewardship of federal funds. Through this proactive and structured methodology, the Contractor will confirm that the County's CDBG-DR program operates efficiently, remains compliant with all applicable regulations, and achieves its recovery objectives. The Contractor's commitment to rigorous monitoring and oversight not only safeguards program integrity but also instills confidence among stakeholders for a successful and sustainable disaster recovery effort.

7. Subject Matter Expertise : The Contractor's Technical Advisory Group

a. The Contractor's Technical Advisory Group (TAG) is a premier team of subject matter experts that specializes in disaster recovery, resilience, and federally funded grant program implementation. Established in 2021, TAG is a specialized advisory and compliance group embedded within The Contractor's Government Services practice. The Contractor strategically created TAG to serve as an on-call, high-impact resources and stands ready to support the County in preparing for, participating in, and responding to any oversight review, grantees, subrecipients, and stakeholders with navigating complex regulatory, technical, and operational challenges across the disaster recovery lifecycle.

7.1 Former HUD Disaster Recovery Leadership

a. Professionals who helped shape national policy on CDBG-DR and CDBG-MIT programs, providing clients with unmatched insight into federal program design and compliance expectations.

b. Frank McNally, HUD Disaster Recovery Expert

With 25 years at HUD, including as deputy director of the Office of Disaster Recovery, Frank led the rollout of the \$16 billion Disaster Relief Appropriations Act and oversaw 5,000+ federal

grants. He offers unparalleled knowledge of HUD policy and CDBG-DR implementation, guiding grantees through complex compliance and operational challenges.

7.2 Experienced Former Grantee Executives

a. Former state and local officials who have directed large-scale recovery programs and bring deep, firsthand operational knowledge of grantee roles, responsibilities, and obstacles.

b. Adrienne Celestine, TAG Lead

A former state government executive with 10+ years leading CDBG-DR programs, Adrienne specializes in economic development, infrastructure, and housing. She is nationally recognized for her expertise in program design, underwriting, and compliance. Adrienne's collaborative style and regulatory insight help grantees build effective, compliant programs that meet local needs.

7.3 Proven Implementation Experts

Industry leaders in program design, monitoring, procurement, finance, and closeout who offer practical, hands-on support across housing, infrastructure, economic development, and mitigation activities.

Sean Almonte, Compliance Specialist

As a former CDBG-DR grantee during his tenure as the director of the Multifamily Storm Recovery Program for the City of New York, Sean brings a comprehensive understanding and hands-on experience managing HUD grants and implementing the programs funded by them. With a deep appreciation for the importance of the action plan in a grantee and community's recovery, Sean applies his subject matter expertise in housing and planning to guide grantees in envisioning their recovery strategies and working backwards to design programs that align with their goals.

TAG supports every phase of the CDBG-DR and CDBG- MIT grant lifecycle—beginning with policy development and program design and extending through implementation, monitoring, and closeout. The team provides technical assistance in key program areas such as housing, infrastructure, community planning, financial compliance, procurement, and economic revitalization. TAG's assistance includes program design, real-time guidance, policy review, workflow development, and compliance support tailored to each client's specific structure, capacity, and needs.

TAG is also the lead provider for several HUD-funded technical assistance engagements nationwide, reinforcing its credibility and leadership. TAG provides swift, tailored, and regulation-grounded solutions that enable local teams to maintain momentum and promote compliance.

Beyond direct client support, TAG manages and curates the Contractor's internal knowledge base—an expansive repository of regulatory guidance, HUD waivers, best practices, templates, and staff training materials. This centralized system allows TAG to apply the latest policy updates and tested solutions to each engagement, ensuring clients remain ahead of regulatory developments and aligned with HUD's evolving priorities.

In response to complex challenges, TAG delivers:

- Regulatory and policy interpretations grounded in precedent, firsthand HUD perspective, and field-tested policies, procedures, and systems, and streamlining policy and procedure development by leveraging HUD-tested documents as requested by the client.

- Technical memos, white papers, and analysis to strengthen program execution.
- Strategic advisory services to support program design, risk mitigation, and change management.
- Performance improvement and troubleshooting assistance, often in real time, to avoid program delays.

Whether engaged for training, design support, or advanced issue resolution, TAG delivers consistent value through its rapid response, depth of experience, and focus on compliance-driven, community-centered outcomes. In partnership with Pinellas County, TAG will serve as a force multiplier—enhancing program effectiveness, minimizing risk, and supporting the County's commitment to sustainable, equitable recovery.

8. Crosscutting Requirements

The Contractor has a long-standing track record of successfully supporting clients in navigating the complex landscape of HUD and crosscutting federal requirements. The Contractor's team maintains up-to-date expertise on HUD's latest guidance. Contactor will plan, implement, and monitor processes for all major crosscutting requirements, including DOB, Section 3, Davis-Bacon and Related Acts, MWBE, Fair Labor Standards Act, Copeland Anti-Kickback Act, and OSHA compliance. This support helps calculate and administer all awards and program activities correctly from the outset, minimizing the risk of errors or repayments. The compliance process typically involves using third-party data, initial and quality control reviews, and thorough documentation to guarantee accuracy and accountability. The Contractor's compliance team will confirm that each contract includes the appropriate wage determinations and that entities and contractors are bound to these requirements.

9. Technical Assistance

Contactor will founded the Contractor's approach to technical assistance on the Contractor's relentless pursuit of consistent and exceptional client service. The Contractor provides every CDBG-DR grantee with frequent and recurring technical assistance throughout the contract.

Contactor will emphasize the crucial role of technical assistance in CDBG-DR grant administration and showcase a record of reducing noncompliance risks through comprehensive support and capacity-building services. The Contractor will be committed to building capacity and delivering comprehensive technical assistance services, positioning The Contractor as a key partner in driving the success of the County's disaster recovery programs.

The Contractor Team is uniquely qualified to support grantees due to the Contractor's role as a HUD Technical Assistance provider, where the Contractor will analyze and develop official guidance on the Universal Notice. The Contractor's deep understanding of its provisions and practical application enables us to help grantees navigate compliance, align action plans, and streamline program design. The expertise ensures grantees can maximize recovery and mitigation efforts effectively and efficiently.

10. The Contractor's Proven Approach to Technical Assistance

Contactor will provide custom-tailored and impactful technical assistance to the Contractor's clients using these steps:

STEP 1: Define Technical Assistance Needs: The first step is to identify the needs of the program recipients. This can be done through monitoring, surveys, interviews, focus groups, and needs assessments. This step helps in understanding the areas where the recipients need support and guidance.

STEP 2: Develop Technical Assistance Plan: Based on the needs assessment, Contactor will develop a plan that outlines the goals, objectives, and activities to best assist recipients. The plan will identify the resources to implement the plan, such as funding, staff, and materials.

STEP 3: Provide Continuous Training and Support: The next step is to train and support recipients. This can be done through workshops, webinars, online training modules, or onsite technical assistance. Contactor will tailor the training and support to the recipients' specific needs.

STEP 4: Monitor and Communicate: It is essential to monitor the progress of the recipients and give feedback on performance. The Contractor will do this through regular check-ins, progress reports, and evaluations. Feedback is constructive and focused on areas where the recipients need to improve.

STEP 5: Modify and Adapt the Plans: Based on the feedback and evaluation, Contactor will modify the technical assistance plan. This will ensure that the program recipients receive the support they need to achieve their goals.

STEP 6: Ongoing Technical Assistance: Technical assistance should be an ongoing process, not a one-time event. Therefore, it is essential to continue technical assistance to the recipients throughout the compliance period.

11. Approach to Program Implementation

THE PEOPLE FIRST PORTAL: A UNIFIED, HUMAN-CENTERED RECOVERY FRAMEWORK

Earlier in this proposal, Contactor will introduce the People First Portal to reflect the County's vision for accessible, coordinated recovery. That concept now carries forward into the structure of program implementation.

The following section outlines how this framework can support the delivery of Pinellas County's CDBG-DR programs, offering a clear, applicant-centered approach that helps streamline access, improve coordination, and stay aligned with the County's people-first priorities.

The People First Portal represents a bold commitment to delivering recovery services through a human-centered, transparent, and streamlined applicant experience. CANOPY™ can serve as the foundational platform powering this vision. With its applicant-first design and end-to-end functionality tailored to CDBG-DR programs, CANOPY™ aligns seamlessly with the County's goals for accessibility, efficiency, and compliance.

While the County may elect to use other technology platforms, CANOPY™ offers a fully developed, ready-to-deploy solution that can operationalize the People First Portal from day one. Its intuitive public-facing interface supports real-time communication and status tracking for applicants. At the same time, its back-end case management tools automate workflows, enable compliance, and provide at-a-glance program insights.

If selected, CANOPY™ can accelerate the implementation of the People First Portal framework, reducing administrative burden while enhancing the applicant experience—at no cost to the County. It is a proven, purpose-built system that embodies the values of the People First approach and delivers results without compromise. Read more about CANOPY™ at the end of this section.

THE PEOPLE FIRST PORTAL: A UNIFIED, HUMAN-CENTERED RECOVERY FRAMEWORK

12. Project Methodology

The People First Portal represents a modern, process-driven model for disaster recovery, centered on the idea that a unified and consistent applicant experience produces faster, fairer, and more effective outcomes. At its core, this approach streamlines access to assistance by creating a single, coordinated entry point across all applicable CDBG-DR programs, replacing fragmented, program-specific processes with a unified structure built around the applicant's needs.

Innovative Approach

The Contractor proposes including disaster relief reimbursement and homebuyer assistance applicants in the People First Portal. By centralizing these services within the People First Portal, Contactor will be committed to delivering a unified and seamless experience for everyone.

Including Homebuyer Assistance and Disaster Relief Reimbursements in the People First Portal means these crucial recovery programs can launch simultaneously with the Contractor's construction-focused programs, allowing County residents immediate access to the recovery path that best suits their needs.

Rather than forcing residents to navigate multiple systems or start from scratch for each program, the People First Portal framework creates a common pathway that is intuitive, efficient, and service-oriented. Case managers guide applicants through a standardized set of steps—from outreach and intake through eligibility review, award, and closeout—while tailoring support based on the household's specific circumstances and recovery goals.

This approach is designed to:

- Streamline processes by aligning program workflows under a common structure, eliminating duplication and delays.
- Promote efficiency and consistency through shared checkpoints such as eligibility, environmental review, and disbursement procedures.
- Support compassionate delivery by building in human touchpoints throughout the recovery process.

What makes the People First model novel is its fusion of regulatory compliance and human-centered design. It recognizes that while programs differ in scope and eligibility, the pathway to recovery should feel seamless and accessible. The following sections describe how this shared framework is applied across the implementation lifecycle, with tailored considerations based on program-specific needs.

The sections below describe the Contractor's approach for implementation of each step in the process. Be on the lookout for program icons to indicate which program(s) will pass through each phase.

		Homeowner Rehab/Recon	Local Landlord	Homeowner Reimbursement	Disaster Relief Payments	Homebuyer Assistance
Intake and Awards	Outreach	X	X	X	X	X
	Application	X	X	X	X	X
	Eligibility Review	X	X	X	X	X
	Damage Inspection and/or DOB	X	X	X	X	X
	Underwriting					X
	Environmental Review	X	X	X	X	X
	Award	X	X	X	X	X
Implementation and Oversight	Disbursements			X	X	X
	Pre-Construction	X	X			
	Construction	X	X			
	Closeout	X	X	X	X	X

Outreach

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

Outreach is the first step in establishing awareness, trust, and participation across all CDBG-DR programs. The Contractor's approach is rooted in structured engagement strategies that align with the Action Plan's goals while delivering targeted, program-specific visibility.

Contactor will begin with a detailed outreach plan developed in coordination with Pinellas County. This plan outlines key messaging, priority audiences, geographic focus areas, and a schedule of engagement activities. The Contractor will design initial messaging to be clear, actionable, and program-agnostic, encouraging households to enter through the People First Portal without needing to pre-identify a specific program.

The Contractor's outreach strategy integrates multiple channels for broad coverage:

- Community-based events co-hosted with trusted local partners to promote awareness and offer assisted application intake.
- Digital outreach, including a central recovery website, social media, and geo-targeted ads
- Print and broadcast media, including mailers, flyers, and public service announcements.
- Direct engagement, such as door-to-door canvassing and pop-up events in impacted communities.
- Referral coordination with community-based organizations, housing counselors, and legal aid providers.
- Using existing databases like FEMA Individual Assistance/National Flood Insurance Program, Small Business Administration (SBA), and other program participants, such as those in non-congregate shelters or disaster case management programs.

Importantly, all outreach activities are coordinated with the People First Portal. Outreach materials direct applicants to the Portal as the single point of entry, regardless of which program they may ultimately be eligible for. Events and communications are designed to emphasize that residents do not need to know which program fits their situation—the system and assigned case managers will help make that determination after intake.

The Portal also supports a data-driven approach to applicant targeting. Using geospatial data, FEMA and SBA records, damage assessments, and census-based indicators, the system enables proactive outreach to households in the most impacted and distressed areas. This approach aligns resources with documented unmet needs and focuses outreach efforts on communities with the highest concentrations of storm-related damage, social vulnerability, or barriers to recovery. Case managers are equipped with this data to support strategic engagement and prioritize follow-up with applicants who may be eligible but have not yet applied.

Outreach activities are also responsive to program-specific considerations. For example:

- For Single-Family Housing Rehabilitation and Reconstruction, outreach will focus on substantially damaged homes, particularly those where FEMA or insurance assistance was insufficient to cover repair or elevation costs. Messaging will also highlight the availability of elevation, mitigation, and code compliance improvements.
- For Disaster Relief Payments (DRPs), efforts will focus on residents with documented disaster-related losses who may not qualify for more complex assistance programs.
- For Reimbursement, outreach will prioritize homeowners who have already completed eligible repairs using private resources
- For Local Landlords, outreach will focus on small-scale rental property owners in impacted areas, emphasizing the preservation of affordable housing.
- For Homebuyer Assistance, efforts will target income-eligible residents currently renting and wishing to transition to ownership in areas identified for recovery and stabilization in partnership with housing counseling and community-based lenders.

Throughout the process, data from outreach efforts are tracked and analyzed. This data includes engagement rates, application starts, and demographic reach. Contactor will use these results to refine targeting, expand into underrepresented areas, and align the outreach effort with program goals and unmet needs data.

The Contractor will not treat outreach as a one-time event. It is sustained and adaptive throughout the program to support application waves, program amendments, or funding reallocations. The Contractor's team coordinates closely with County staff to ensure messages are current, policy-aligned, and tied to real-time program capacity. By integrating outreach directly with case management and the People First Portal, Contactor will ensure that interest quickly becomes action—and that every interested household has a clear, supported path into the recovery process.

Accelerated Results

Strategically targeting outreach to priority populations jumpstarts recovery by quickly filling program pipelines with applications more likely to be eligible.

Application

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

The application process is initiated through the People First Portal using a standardized intake form that captures essential eligibility information across all programs. Applicants can apply independently or receive assistance through trained staff at outreach events, intake centers, partner sites, or by phone.

The Portal collects core data points such as household information, occupancy or ownership status, storm-related impacts, income, and prior assistance, then routes the application for case manager assignment. Case managers begin immediate file review, supporting applicants in uploading documentation and addressing gaps. This early engagement improves quality and reduces processing delays.

People First Portal

A singular access point and dedicated case management support for recovery programs reduce barriers for applicants and make recovery accessible.

Contactors will embed program-specific requirements into the workflow through dynamic logic. For example, applicants who indicate completed repairs may trigger reimbursement-specific fields, while those reporting damage initiate pathways that lead them down a repair/reconstruction pathway. All workflows remain anchored in a unified applicant experience.

The application is more than a data intake point—it is the foundation for eligibility, program alignment, and effective case management. This approach accelerates applicant's introduction to how the program will operate, and supports consistent, compliant program delivery by simplifying the front end while maintaining precision on the back end.

13. Eligibility Review

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

Eligibility determination is a foundational step in directing recovery assistance to households and properties that meet the specific requirements outlined in each program. Upon submission, each application undergoes a structured review process that includes document verification, system-based logic checks, and case manager validation to ensure compliance with the eligibility criteria defined in the CONTRACTOR's custom-built grant management system, HORNE CANOPY™.

While eligibility requirements vary by program, the approach remains consistent: ensure fairness, streamline determinations, and maintain full alignment with HUD regulatory expectations. Contactors will apply eligibility criteria systematically through the People First Portal, which will be reinforced by trained case management staff.

Each program's eligibility framework includes the following:

- **Housing Rehabilitation and Reconstruction:** Applicants must demonstrate that the storm-damaged structure was their primary residence during the disaster, provide verifiable proof of ownership, and submit documentation of physical damage attributable to Hurricanes Idalia, Helene, or Milton.
- **Reimbursement Program:** Applicants must present evidence of completed disaster-related repairs conducted after the event, depending on program policies, this can be done via cost-estimating software such as Xactimate, or via submission of itemized invoices including proof of payment, and before/after photos. Work must meet program standards and environmental compliance thresholds to qualify.

- **Disaster Relief Payments:** Applicants must substantiate disaster-related financial impacts not fully addressed by other funding sources. Depending on the program structure and funding constraints, additional eligibility filters, such as income thresholds or housing status, may apply.
- **Homebuyer Assistance:** Applicants must qualify as first-time homebuyers under HUD definitions, demonstrate income eligibility based on household size, and meet additional program requirements such as property location, underwriting, and affordability standards.
- **Local Landlord Assistance Program:** Applicants must provide documentation verifying ownership of eligible small rental properties, demonstrate that units contracted will be impacted by the storm, and agree to participate in affordability requirements for a designated compliance period.

The Contractor assesses eligibility through a combination of system-enabled logic and manual review. The People First Portal will be configured to pre-screen applicants based on location, program thresholds, and application completeness. Case managers then validate and certify eligibility determinations, ensuring a compliant and auditable process across all recovery programs.

This layered review process minimizes error rates, reduces processing time, and provides applicants with a clear understanding of their eligibility status while safeguarding the integrity of program delivery.

14. Damage Inspection and/or Duplication of Benefits Review

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

As part of the Contractor's proposed approach, the Contractor will integrate inspections and duplication of benefits (DOB) reviews into a single, streamlined verification step, where applicable. While DOB checks are required for all programs, the Contractor's team will conduct inspections only where program policy or documentation needs require

it. The Contractor's team will coordinate scheduling, fieldwork, and case management through the People First Portal to maintain efficiency, data integrity, and applicant communication.

The Contractor's program-specific approach includes the following:

- **Housing Rehabilitation/Reconstruction and Local Landlord Assistance:** Inspections will verify storm-related physical damage, support environmental and construction scoping, and confirm compliance triggers. DOB reviews will identify all sources of recovery assistance to determine eligible unmet needs.
- **Reimbursement:** Contractor will conduct inspections to verify completed repairs, confirm code compliance, and validate that work aligns with claimed expenses. DOB checks will ensure that no costs have already been reimbursed through FEMA, SBA, insurance, or other sources.
- **Disaster Relief Payments:** No property inspections are anticipated. The Contractor's team will verify DOB through applicant disclosures and incurred costs documentation as described in the program's policies and procedures, and cross-checks.
- **Homebuyer Assistance:** Inspections are not typically required unless underwriting triggers further verification. DOB reviews will be conducted to ensure no other duplicative assistance, such as local or state home purchase assistance, is available to the applicant.

This approach ensures all assistance is accurately documented, policy-compliant, and delivered in a way that respects applicant time and maximizes field efficiency.

Accelerated Results

The Contractor's proprietary inspection mobile app allows inspectors to schedule appointments based on geography, reducing travel time and allowing for more completed inspections daily. The app was recognized as the winner of Outsystems' 2021 innovation awards.

All inspection data— software valuations, photos, annotated forms, floor plans, and narrative notes—are uploaded directly to the applicant's record, seamlessly integrating with DOB reviews and downstream workflows, such as environmental clearance, cost verification, and construction planning.

For all applicants, Contactor will finalize DOB determinations before award and communicate and document any reductions or denials due to duplication, understandably and transparently. Contactor will work closely with the applicant to explain their options to the extent that exclusions can be applied, or DOB can be offset by other means.

The inspection process includes internal QA/QC, escalation protocols, and coordination with environmental and construction teams to avoid downstream delays. Contactor will prioritize the deployment of inspectors by readiness, geography, and urgency for efficient field operations.

This integrated inspection approach promotes thorough, timely damage verification that directly supports program eligibility, environmental clearance, and scope development while maintaining a consistent applicant experience.

15. Underwriting

Homebuyer Assistance

Underwriting is conducted exclusively for the Homebuyer Assistance program. This step confirms that applicants meet purchase-related eligibility criteria and that the level of assistance aligns with program limits, household needs, and applicable cost thresholds.

Once eligibility is confirmed, underwriting staff review the purchase contract, income documentation, and financing terms. The review verifies that the property meets program requirements, that total household income is within allowable limits, and that the requested assistance amount complies with underwriting standards. These standards include ensuring the award fills a defined affordability gap and supports sustainable homeownership.

The People First Portal manages the process using standardized templates and built-in calculations to ensure consistency. Contactor will review all underwriting determinations for completeness, accuracy, and compliance before approval and award execution.

No underwriting is performed for other programs, as assistance levels for those are determined through alternative mechanisms such as verified loss documentation, scopes of work, etc.

This targeted approach ensures strong financial oversight where it is most relevant without introducing unnecessary steps into programs that do not require this layer of review.

16. Environmental Review

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

Environmental review is required for all programs funded under the action plan and is conducted in accordance with 24 CFR Part 58. While the level of review varies by activity, each file must undergo environmental clearance before funds are obligated or disbursed.

Pinellas County serves as the responsible entity and leads the environmental review process, including determinations, documentation, and required consultations. The People First Portal flags environmental review as a required step for every application and integrates review outcomes directly into the applicant record.

For the housing rehabilitation/reconstruction, local landlord, and reimbursement programs, the County will use a tiered environmental review approach. This approach allows program-wide compliance elements, such as floodplain management, endangered species, and historic preservation, to be evaluated broadly, with site-specific reviews conducted as individual properties are identified. This structure improves efficiency while addressing all federally required factors before construction proceeds.

Other programs, such as DRPs and HBA, typically fall under exempt or categorically excluded not subject to classifications. These reviews are still documented per HUD guidelines and verified within the system before award issuance.

All environmental determinations are stored within the applicant file and are subject to internal QA/QC review. The system enforces programmatic holds to prevent any funding obligation or construction activity from occurring before environmental clearance.

By embedding environmental review directly into the program workflow and tailoring the level of review to the activity type, this approach ensures regulatory compliance while maintaining operational efficiency across all programs.

17. Award

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

Once eligibility, duplication of benefits, environmental review, and, where applicable, underwriting are complete, the award phase begins. This step formalizes the assistance offered to the applicant and establishes the terms under which funds will be provided. The People First Portal generates award letters, manages applicant acceptance, and tracks the execution of agreements across all programs.

Each program has a tailored award structure:

- **Housing Rehabilitation/Reconstruction and Local Landlord:** The award includes a detailed scope of work, estimated construction cost, and conditions related to contractor assignment, permitting, and post-construction compliance.
- **Reimbursement:** The award documents the verified eligible expenses and amount to be reimbursed, along with proof of payment (as applicable) and compliance with program standards.
- **Disaster Relief Payments:** The award is issued as a fixed-dollar relief payment based on documented hardship and loss in alignment with program caps.
- **Homebuyer Assistance:** The award outlines the financial assistance amount, property eligibility, affordability period (if applicable), and the terms of lien or recapture provisions.

Applicants receive an electronic or physical award notification, and case managers walk them through the contents and next steps. The system captures applicant acceptance and requires signatures, ensuring all conditions are met before disbursement or contractor assignment. All award data is stored within the People First Portal and automatically structured for DRGR reporting. Files are reviewed for completeness and flagged for any outstanding documentation before the release of funds.

This standardized yet program-flexible approach to awarding ensures compliance, transparency, and applicant clarity at the point of commitment while maintaining internal control over program funds and eligibility determinations.

18. Disbursements

Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

Disbursements are made after award acceptance and following program-specific requirements. The People First Portal tracks all disbursement activity, ensuring that payments are only released when all conditions are met and the required documentation is in place. This method complies with HUD regulations and Pinellas County financial controls.

Only programs that offer disbursements directly to beneficiaries pass through the disbursement phase. Programs like the Local Landlord and Homeowner Reconstruction program, where the County pays a vendor to provide services on the applicant's behalf, do not move through this phase. Rather, services are paid for and funds are disbursed via the invoice process directly to service providers.

Each program follows a tailored disbursement structure:

- Reimbursement disbursements are issued as a one-time payment once documentation of eligible costs and proof of payment have been verified and award conditions are satisfied.
- DRPs are processed as direct, one-time payments, following a streamlined workflow with limited supporting documentation once eligibility and award determinations are finalized.
- Homebuyer Assistance disbursements are coordinated with real estate closing agents. They are released directly at closing, subject to verification of purchase contract terms, property eligibility, and any lien or affordability requirements.

Contactor will track all payments within the Portal, with automated flagging of required documentation and real-time status visibility for program staff and case managers. Financial transactions are reconciled against internal ledgers and prepared for DRGR reporting and audit purposes. If the County desires, the Contractor can issue payments directly to applicants on the County's behalf.

People First Portal

The Contractor recognizes that vulnerable households face different levels of financial literacy—and that some may not have access to traditional banking services. The Contractor offers a flexible and inclusive payment solution to deliver the support every eligible survivor needs. The Contractor's approach includes multiple disbursement methods such as ACH deposits, electronic funds transfer, pre-paid debit cards, and secure digital options like Zelle, empowering households to access assistance in the best way for them.

The Portal enforces internal controls to prevent premature or duplicate disbursements. Payment workflows include multi-level approval, supporting document validation, and batch reconciliation before funds are released.

This structured and program-specific approach ensures that disbursements are timely, fully documented, and in alignment with program compliance requirements and County financial policies.

19. Pre-Construction

Homeowner Rehab/Recon | Local Landlord |

The pre-construction phase applies to programs involving physical rehabilitation or construction and serves as the bridge between award issuance and the start of on-site activity. This step ensures that all regulatory, technical, and logistical requirements are satisfied before construction begins.

Within the program matrix, pre-construction applies to the Housing Rehabilitation/Reconstruction and Local Landlord programs.

For these, the People First Portal tracks completion of required pre-construction documentation and milestones, including:

- Final scope of work review and acceptance
- Contractor assignment
- Building permits and local approvals
- Lead-based paint, asbestos, or other hazard clearance, as applicable
- Execution of construction agreements and applicant consent forms
- Pre-construction conferences with applicants, contractors, and program staff

People First Portal

A pre-construction meeting helps align expectations by clearly outlining what the program will provide, what responsibilities the homeowner will need to maintain during construction, and the anticipated timeline for key milestones. By discussing these details upfront, the meeting reduces confusion, builds trust, and ensures everyone understands their role—supporting a smoother, more predictable construction process.

Case managers work with general contractors to coordinate this step using a standardized checklist embedded in the system. The Contractor's team resolves any outstanding environmental or compliance issues before the project is

authorized to proceed. The Portal prevents transition to the construction phase until all pre-construction requirements are met and verified.

This structured checkpoint helps mitigate risk, ensure readiness, and align all stakeholders before construction mobilization. It also verifies project consistency, protects applicants, and supports timely completion.

20. Construction

Homeowner Rehab/Recon | Local Landlord |

The construction phase applies to programs involving physical repair or reconstruction of housing units, which, under the People First Portal matrix, include the Housing Rehabilitation/Reconstruction and Local Landlord programs.

Once pre-construction requirements are met, the project enters active construction. The People First Portal tracks each project's progress through milestones, including start date, completion percentage, inspections, change orders, and final walkthroughs. Contractors are required to follow the approved scope of work and meet applicable code, permitting, and program standards.

Program staff conducts site inspections to verify progress and confirm work is consistent with the approved scope and specifications. All inspections are documented in the system, with photos, inspector notes, and compliance verifications uploaded directly to the applicant record. Construction managers monitor construction timelines and address any issues during implementation, including delays, material substitutions, or contractor disputes. Disbursements are tied to verified milestones, and the system enforces holds if any required documentation, approvals, or verifications are missing.

This structured approach ensures accountability, maintains quality, and keeps applicants informed throughout construction. It also supports timely closeout by building a complete record of project implementation from mobilization through completion.

21. CONSTRUCTION PROCUREMENT

The Contractor will have succeeded in procuring general contractors following all federal procurement requirements under 2 CFR 200 to support disaster recovery. The Contractor Team will use this experience to procure licensed Florida contractors with performance-based construction contracts. Contractor will encourage local and small business participation through the bid process, adhering to full and open competition, Davis-Bacon, Section 3, and all federal, state, and local requirements.

The Contractor's general contractor procurement process begins with developing a clear scope of work that outlines project requirements, timelines, and deliverables. The process follows all applicable federal procurement regulations, including 2 CFR 200, emphasizing transparency, efficiency, and accountability. Qualified contractors are identified and encouraged to participate through open and competitive bidding, focusing on engaging local and small businesses. Proposals are evaluated using predefined criteria, and performance-based contracts are awarded to ensure quality, timeliness, and customer service.

The Contractor utilizes tools such as a general contractor scorecard to maintain consistent standards and consolidates processes to shorten the timeline from contractor assignment to project completion. Throughout the process, the Contractor complies with all regulatory requirements, maintains rigorous documentation for audit readiness, and holds contractors accountable through clear performance standards and regular oversight.

This approach enables the efficient delivery of projects while managing costs and mitigating risks of non-compliance or supply chain issues.

22. CONSTRUCTION SCORECARD

The Contractor will quickly adapt a performance scorecard to evaluate the general contractor's performance based on both speed and quality. The scorecard will utilize a higher score to signify superior performance. This comprehensive assessment will serve as the foundation for the incentive program designed for the general contractors. As part of the

incentive program, Contactor will award high-performing, top-scoring contractors with additional construction assignments. This scorecard ensures that Pinellas County residents are served only by the best.

23. Closeout

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

Closeout ensures that each program file is complete, compliant, and ready for monitoring or audit. While the activity level varies by program, this step is required for all files and is tracked in the People First Portal. Closeout of individual cases occurs during the lifetime of the programs, with minimal programmatic-level closeout required at the end

For Housing Rehabilitation/Reconstruction and Local Landlord, closeout includes final inspections, lien releases and warranties collection, verification that construction was completed according to scope and code, and applicant acknowledgment of completion. Program staff confirm that all disbursements are fully documented and no outstanding work remains.

For Reimbursement, DRPs, and Homebuyer Assistance, most required documentation is collected and verified at the time of award. Closeout for these programs verifies that files are complete, properly categorized, and meet all HUD and County documentation standards. No additional beneficiary action is typically required post-award.

The Portal supports closeout by generating a tailored checklist based on program type and preventing file closure until all required elements are uploaded and verified. Once complete, the file is locked for reporting and retained following federal and local records policies.

Contactor will use this process to document all assistance properly, comply with program rules, and be ready for audit, monitoring, or future review.

24. ECONOMIC DEVELOPMENT PROGRAMS

Consistent with the People First Portal concept, Contactor will designed the Contractor's technical approach for economic development programs to deliver high-impact, equitable, and compliant economic recovery for disaster-impacted small businesses and nonprofit organizations. The Contractor's phased methodology for intake and award, implementation and oversight, and closeout delivers timely support to program participants while meeting HUD's regulatory requirements and Pinellas County's "People First" goals.

		Non-Profit	For Profit
Intake and Awards	Outreach	X	X
	Application	X	X
	Eligibility Review	X	X
	Underwriting	X	X
	Ranking/Selection	X	X
	DOB Verification	X	X
	Award Selection	X	X
	Agreement Execution	X	X
Implementation	Disbursements	X	X

	Technical Assistance & Monitoring	X	X
	Cost Verifications	X	X
	National Objective Documentation	X	X
	Closeout	X	X

25. Outreach

Non-Profit | For Profit

The Contractor will deploy a coordinated, proactive outreach strategy to build awareness of both programs, ensure equitable access, and foster participation by eligible applicants. Contractor will tailor outreach to small businesses and nonprofits' unique needs and focus on those serving or located in low-and moderate-income (LMI) communities. Contactor will align all outreach activities with the People First framework for streamlined engagement, data tracking, and centralized application access.

- Small Business: Contactor will support the County in distributing targeted outreach materials through chambers of commerce, merchant associations, small business development centers, and neighborhood coalitions. Messaging will emphasize assistance for working capital, commercial repairs, equipment replacement, and job retention. Events and digital campaigns will be geo-targeted to reach storm-impacted areas with high concentrations of small business activity.
- Nonprofit: Contactor will coordinate with philanthropic networks, nonprofit intermediaries, and regional alliances to reach mission-driven organizations serving LMI populations. Messaging will highlight support for continuity of essential services, repairs to damaged facilities, and operational sustainability. Outreach will include bilingual materials, virtual information sessions, and in-person engagement through trusted community partners.

26. Application

Non-Profit | For Profit

Applicants will submit program-specific applications via a streamlined intake process. The Contractor will develop and maintain standardized application packages outlining eligibility criteria, required documentation, and program expectations.

Competitive scoring will be applied to ensure resources are prioritized based on program guidelines.

- Small Business: Applications will collect data on business interruption, revenue loss, workforce impact, and physical damage. The Contractor will provide digital upload tools and responsive technical assistance to ensure small businesses, especially sole proprietors and underserved entrepreneurs, can complete submissions.
- Nonprofit: Application fields will focus on facility conditions, service disruptions, populations served, and program delivery gaps. The Contractor will offer virtual and in-person support to assist applicants, including smaller and volunteer-led nonprofits in navigating the application process, ensuring equity of access across organizational sizes and capacities.

27. Eligibility Review

Non-Profit | For Profit

The Contractor will conduct initial eligibility reviews using standardized checklists tailored for small businesses and nonprofits. These reviews will assess compliance with program criteria and flag incomplete or non-qualifying submissions for resolution.

All eligibility determinations will be guided by the official program guidelines and requirements defined by Pinellas County.

- **Small Business:** Applicants must typically meet SBA size standards, document disaster-related losses, and demonstrate unmet needs not addressed by insurance, SBA loans, or other sources. Additional eligibility criteria established by the County may also apply. The Contractor reviews and documents all applicable requirements, with system prompts and case manager support to guide businesses through clarifications.
- **Nonprofit:** Organizations are generally expected to be registered 501(c)(3) or (19) entities, serve predominantly LMI areas or populations, and show either operational continuity or capacity to resume service delivery. The Contractor will incorporate any additional County-defined eligibility criteria into the review process. The Contractor will document eligibility determinations in compliance with HUD requirements, County policies, and specific program guidance.

28. Underwriting

Non-Profit | For Profit

The Contractor will implement a rigorous underwriting process consistent with HUD's cost reasonableness standards and 24 CFR 570 Appendix A. The Contractor will standardize review methodologies across applicant types, incorporating financial risk analysis and project viability assessments into each file.

- **Small Business:** Documentation such as financial statements, disaster-related losses, job projections, and proposed use of funds will be evaluated for feasibility. The Contractor will maintain clear underwriting criteria that balance program compliance with flexible support for viable recovery plans.
- **Nonprofit:** Full underwriting will assess financial sustainability, scope validity, and long-term operational outlook for capital improvement awards. Operating grants will undergo streamlined budget reviews, emphasizing service continuity and community benefit.

29. Ranking/Selection

Non-Profit | For Profit

All eligible applications will be scored and prioritized through a transparent, competitive selection process. The Contractor will develop program-specific scoring rubrics aligned with federal benefit standards, equity considerations, and the County's strategic recovery objectives. These rubrics will include quantitative and qualitative factors to evaluate each application holistically. The Contractor's review process will consist of a structured scoring workflow with documented justifications for each score, reviewer comments, and audit-ready documentation. The evaluation framework will be flexible enough to reflect updates to County priorities while remaining compliant with HUD requirements.

- **Small Business:** Scoring criteria will generally include the severity of disaster impact, geographic vulnerability, benefit to LMI residents, job creation or retention potential, and readiness to proceed. Additional evaluation metrics defined by Pinellas County may be incorporated to reflect local recovery priorities and policy goals. The Contractor will apply these criteria consistently to ensure fairness and alignment with the County's vision.
- **Nonprofit:** Applications will be evaluated based on the continuity of essential services, demographic reach, equity of impact, and organizational capacity. Other program-specific considerations established by Pinellas County will also be used to assess nonprofit applications and prioritize awards.

30. Duplication of Benefits Verification

Non-Profit | For Profit

The Contractor will apply HUD's DOB framework per the Universal Notice and 2019 DOB Guidance. Contractor will review FEMA, SBA, insurance, and other assistance data, combining applicant disclosures with third-party verification when possible. A tiered DOB review protocol ensures awards do not exceed unmet needs while allowing applicants to clarify potential discrepancies.

- **Small Business:** Applicants must disclose all prior assistance. The Contractor will analyze SBA loan data, insurance proceeds, and grants to determine remaining unmet needs.

- Nonprofit: Includes review of insurance payouts, government grants, and private funding received post-disaster. Adjustments will be made to avoid duplication.

31. Award Selection

Non-Profit | For Profit

Once eligibility, underwriting, and DOB clearance are complete, the Contractor will prepare award letters detailing funding amounts, eligible activities, and compliance conditions. Contractor will deliver these letters, guidance documents, and onboarding materials via the Contractor's secure case management system.

- Small Business: Awards may cover working capital, repairs, and equipment. The Contractor will apply program caps and eligibility filters.
- Nonprofit: Awards may support capital improvements or service continuity. The Contractor will coordinate with the County to determine subrecipient designation where applicable.

32. Agreement Execution

Non-Profit | For Profit

The Contractor will facilitate the execution of grant or forgivable loan agreements using pre-approved templates. All agreements will outline terms related to eligible uses, performance benchmarks, national objective compliance, and recapture provisions. Required documentation—such as good standing certificates, insurance, and ACH forms—will be verified before contract execution.

- Small Business: Agreements will outline terms based on job creation/retention metrics or compliance milestones. Contractor will validate the required documentation, such as insurance, licenses, and ACH details, before execution.
- Nonprofit: Agreements may be grant-based or structured as subrecipient contracts under 2 CFR 200, depending on activity scope.

33. Disbursements

Non-Profit | For Profit

As outlined in the program guidelines, the Contractor will manage disbursements based on fixed-price, reimbursement, or milestone-based structures. Before payment, the Contractor's financial team will validate requests against eligible costs, documentation, and 2 CFR 200 cost principles to prevent fraud or misuse.

34. Technical Assistance & Monitoring

Non-Profit | For Profit

The Contractor provides continuous, person-centered technical assistance to funded businesses and nonprofits. Technical assistance includes individualized coaching, guidance on eligible expenses, and support with compliance documentation. Both desk-based and onsite monitoring activities will verify program adherence and help awardees achieve intended outcomes. The Contractor will design the Contractor's monitoring to be corrective and capacity-building.

35. Cost Verifications

Non-Profit | For Profit

The Contractor will validate costs against approved scopes using a structured review process. Contractor will review invoices, receipts, and supporting documentation for compliance with 2 CFR Part 200 cost principles. Each verification will confirm that expenditures are reasonable, necessary, and properly allocated.

The Contractor's team will document findings in the applicant record, and unresolved issues will trigger technical assistance or corrective actions. This method confirms that all costs meet federal standards and support the intended recovery outcomes.

36. National Objective Documentation

Non-Profit | For Profit

The Contractor will support each award with the appropriate documentation for the applicable CDBG-DR National Objective. Examples include:

- Low/Moderate Income Jobs (LMJ): Job creation affidavits, employee income certifications.
- Low/Moderate Income Area Benefit (LMA): GIS overlays and address mapping.
- Limited Clientele Benefit (LMC): Intake forms and service records.
- Urgent Need: Impact statements and documentation of post-disaster conditions.

All documentation will be securely maintained and prepared for export to the County’s system of record and DRGR.

37. Closeout

Non-Profit | For Profit

The Contractor will lead a comprehensive closeout process to ensure all awards meet HUD compliance standards, national objective requirements, and program performance expectations. Each case will undergo a final compliance review to confirm eligible fund usage, agreement adherence, and completion of deliverables— such as job creation, service restoration, or facility rehabilitation. The Contractor’s team will reconcile financial records, resolve any discrepancies, and prepare a final expense summary with supporting documentation.

Closeout files will include executed agreements, performance data, DOB resolution records, and all supporting evidence necessary for HUD monitoring and DRGR reporting. The Contractor will upload these to the County’s system of record and submit structured closeout data for DRGR integration.

To support continuous improvement, Contactor will facilitate a post-closeout debrief with County staff, documenting lessons learned, best practices, and recommendations to enhance future recovery programs.

38. MITIGATION PROGRAMS

The Contractor proposes a phased and structured approach to implement the Mitigation Planning and Infrastructure Programs, combining proactive technical support, competitive project selection, and rigorous compliance oversight. The Contractor will design this approach to support the County and eligible jurisdictions in building a pipeline of strategic, risk-reducing infrastructure investments based on sound mitigation planning. The Contractor’s process is grounded in best practices from prior CDBG- MIT and CDBG-DR programs and tailored to meet the requirements outlined in the County’s Action Plan and this solicitation.

Contactor will propose the following program phases to guide the implementation lifecycle—from planning to infrastructure execution.

		Mitigation
Planning	Outreach / Technical Assistance	X
	Planning Agreement Execution	X
	Plan Development	X
Project Completion	Notice of Funding Availability (NOFA)	X
	Ranking/Selection	X
	DOB Verification	X

	Award Selection	X
	Agreement Execution	X
Implementation	Pre-Construction	X
	Disbursements	X
	Technical Assistance & Monitoring	X
	National Objective Documentation	X
	Closeout	X

39. Outreach / Technical Assistance

Mitigation

The Contractor will deploy a proactive and collaborative outreach strategy to engage all eligible jurisdictions (excluding the City of St. Petersburg) in the mitigation programs' planning and infrastructure components. Contactor will develop a detailed outreach plan with County staff that includes messaging, engagement timelines, and targeted outreach to communities with high social vulnerability and documented hazard exposure.

Outreach activities will include:

- Customized communications tailored to local hazard risks and demographics.
- Coordination with County communication channels and local governments.
- Engagement with underserved and historically marginalized communities.
- Stakeholder outreach through regional planning councils and municipal associations.

Technical assistance will begin immediately and continue throughout the program lifecycle. Contactor will offer Contactor webinars one-on-one consultations, and open office hours to help jurisdictions understand program objectives, eligibility requirements, and HUD regulations. This early investment in outreach and education prepares jurisdictions to participate and submit high-quality planning and infrastructure proposals.

40. Planning Agreement Execution

Mitigation

To initiate participation in the planning program, the Contractor will support the County in structuring and executing agreements with interested jurisdictions. These agreements will clearly define deliverables, timelines, and compliance expectations. The Contractor will ensure the agreements conform with HUD requirements and are structured to support:

- Uniform documentation of eligible planning activities.
- Allowable cost tracking aligned with 2 CFR Part 200.
- Performance milestones for completion of mitigation plans.

41. Plan Development

Mitigation

During the plan development phase, the Contractor will provide expert guidance and hands-on support to participating jurisdictions to develop their local mitigation plans. The Contractor will act as an extension of the Pinellas County team, using the Contractor's deep experience with the planning process and state and federal regulations to help navigate the compliance landscape efficiently.

Technical support will include:

- Conducting local hazard and vulnerability assessments.
- Facilitating public meetings and stakeholder workshops.
- Developing measurable mitigation goals and prioritized strategies.
- Integrating equity, climate resilience, and infrastructure risk principles.
- Ensuring alignment with FEMA's Local Mitigation Planning Handbook.

42. Notice of Funding Availability (NOFA)

Mitigation

Once local mitigation plans are complete and approved, the Contractor will assist the County in drafting and releasing a competitive NOFA for infrastructure project funding. The NOFA will be informed by planning outcomes and designed to prioritize projects that address the most significant vulnerabilities and risks. Contactor will work with the County to establish a transparent framework that defines application requirements, scoring criteria, and threshold eligibility. The Contractor will support public release, applicant briefings, and individualized technical support to assist jurisdictions in developing strong proposals.

43. Ranking/Selection

Mitigation

The Contractor will facilitate a robust review and selection process for infrastructure applications submitted under the NOFA.

The Contractor will support the County in assembling a scoring panel and applying a scoring rubric that reflects priorities such as:

- Project readiness and feasibility
- Risk reduction potential
- Benefit to vulnerable populations
- Use of non-CDBG funding sources
- Long-term resilience and sustainability

Additional evaluation factors identified by the County will be integrated into the process to ensure alignment with local goals. The Contractor's team will manage documentation of reviewer scores, evaluation justifications, and audit- ready selection files.

44. DOB Verification

Mitigation

Before awards are finalized, the Contractor will conduct DOB reviews to ensure that requested infrastructure funding does not duplicate other assistance sources. The Contractor's team will collect applicant disclosures, analyze FEMA, SBA, and insurance data, and apply federally compliant offset protocols. The Contractor will document DOB determinations in accordance with HUD's 2019 DOB Notice and Universal Notice, allowing for applicant response or clarification as needed.

45. Award Selection

Mitigation

Following DOB clearance, the Contractor will work with the County to confirm final project selections and award amounts. The Contractor will ensure that awards align with evaluation scores, funding availability, and national objective requirements. Award letters will outline the approved project scope, funding terms, and applicable compliance expectations.

Agreement Execution

Mitigation

The Contractor will assist the County in drafting and executing implementation agreements with awarded jurisdictions. These agreements define the project scope, draw conditions, performance expectations, and federal compliance requirements. The Contractor will ensure agreements are structured to support project delivery, minimize delays, and meet HUD documentation and monitoring standards.

46. *Pre-Construction*

Mitigation

Before project launch, the Contractor will guide jurisdictions through all readiness steps, including:

- Environmental Review: Completion of environmental reviews under 24 CFR Part 58 and the National Environmental Policy Act (NEPA).
- Design and Permitting: Support for final design approvals and local/state permit processes.
- Procurement Validation: Review of procurement documentation for compliance with 2 CFR 200.317–.326.
- Compliance Milestones: Verification of insurance, beneficiary commitments, and other pre-construction requirements.

Contractor will provide technical assistance and checklists to ensure all milestones are met and documented.

47. *Disbursements*

Mitigation

The Contractor will manage a milestone-based disbursement process. Funding will be released following verification of eligible expenditures and achievement of approved milestones. Contractor will review each disbursement request against documentation requirements, budget alignment, and cost reasonableness standards under 2 CFR Part 200.

48. *Technical Assistance & Monitoring*

Mitigation

The Contractor will provide ongoing technical support throughout the implementation period.

The Contractor's services will include:

- Procurement compliance (bid review, contract validation)
- Financial management (allowable costs, drawdowns)
- Labor standards monitoring (Davis-Bacon compliance)
- Recordkeeping and documentation training

Monitoring will be risk-based and include desk reviews and site inspections. The Contractor's team will document, track, and resolve findings in coordination with County oversight.

49. *National Objective Documentation*

Mitigation

For each infrastructure project, the Contractor will assist in documenting compliance with the applicable national objective, typically LMA, LMC, or Urgent Need. Documentation will include GIS maps, beneficiary data, and certifications required by HUD. The Contractor will maintain complete records to support DRGR reporting and HUD monitoring.

50. *Closeout*

Mitigation

The Contractor will support a structured closeout process for each completed infrastructure project. This includes verifying completion of work, resolving outstanding compliance items, reconciling expenditures, and submitting final documentation

packages. The Contractor's team will ensure that each file meets HUD closeout requirements and is ready for audit or federal review.

This comprehensive approach ensures that Pinellas County's Mitigation Programs are implemented with technical rigor, equitable access, and a strong compliance foundation—delivering durable investments that reduce future disaster risk and strengthen community resilience.

51. STRATEGIC RELOCATION AND REVITALIZATION PROGRAM

The Strategic Relocation and Revitalization Program is designed to address long-term housing vulnerability in disaster-affected MHUs across Pinellas County. Rather than applying a uniform recovery model, the program supports site-specific solutions, from resident relocation to redevelopment of entire communities—based on feasibility, risk, and opportunity for lasting resilience. Given the complexity of ownership structures, physical conditions, and varying legal constraints across MHU sites, the program will not follow a one-size-fits-all process and will operate outside the People First Portal.

This engagement and learning phase will guide the development of technical standards, eligibility criteria, and prioritization frameworks. Activities in this phase may include:

- Site-specific assessments evaluating flood risk, infrastructure quality, land use constraints, and cost-benefit considerations.
- Stakeholder coordination to identify willing sellers, eligible households, and potential development partners.
- Legal and environmental due diligence to prepare for potential acquisitions, clearance, or relocation actions.
- Development of anti-displacement strategies consistent with URA and Section 104(d).

Local

Implementation will begin with targeted outreach to MHU communities identified as high-risk or severely impacted. The Contractor will support the County by initiating a consultative process with residents, ownership entities (including cooperatives, nonprofits, and for-profit park owners), and community partners to understand site conditions better, identify willing participants, and evaluate which strategies—relocation, acquisition, clearance, or redevelopment—may be most appropriate.

Eligible activities under this program include property acquisition and disposition, relocation assistance, site clearance, and housing redevelopment efforts—whether through direct County action or in partnership with qualified entities. Awards may also support site development or homeownership assistance where relocation results in LMI households purchasing safe, resilient housing alternatives. All relocation activities will fully comply with URA requirements, with the County serving as the Responsible Entity and overseeing all related environmental and compliance reviews under 24 CFR Part 58.

Given this program's exploratory and site-specific nature, administration will be flexible and adaptive. Program policies will support alignment with broader community planning goals and may prioritize projects that demonstrate long-term affordability, community ownership models, or scalable redevelopment impact. Pinellas County will continuously engage MHU stakeholders throughout the program lifecycle to ensure coordination, transparency, and equitable recovery outcomes.

52. PLAN FOR STRICT COMPLIANCE WITH HUD REGULATIONS

53. Laying the Cornerstone: The Contractor and Pinellas County's Commitment to Compliance Excellence

Adherence to HUD regulations is the foundation of effective and responsible program implementation. A compliance framework is only as strong as its support system, and this is where policies and procedures, risk assessments, monitoring, and QA/QC play a vital role. These pillars reinforce regulatory adherence, ensuring precision, integrity, and sustainability. This commitment is not a solo effort but a shared responsibility between The Contractor and Pinellas County, working together to build stronger, more resilient communities prepared for long-term success.

The Contractor is a powerhouse in compliance and financial oversight, bringing unmatched expertise. With six former executives from HUD Headquarters on the Contractor's team, Contractor will possess an insider's understanding of the very requirements Pinellas County needs to navigate. These seasoned professionals have overseen and shaped the exact regulatory frameworks in question, giving The Contractor a strategic edge that few—if any—can match. This depth of firsthand experience ensures precision and efficiency and a proactive approach that anticipates challenges before they arise.

When guiding Pinellas County through complex financial and regulatory landscapes, The Contractor isn't just qualified—it is uniquely positioned to lead with confidence and integrity. Maintaining the highest work standards is not just a goal but a commitment to continuous improvement and sustainable program success. However, compliance requires more than expertise; it demands precision, proactive oversight, and a deep understanding of regulations. Strict adherence to Federal and HUD regulations such as 2 CFR Part 200, 24 CFR Part 570, applicable federal register notices, environmental protocols, and labor standards is not just a legal obligation—it is the backbone of responsible governance and the key to successful CDBG-DR funded programs.

Recognizing this, the Contractor and Pinellas County, as dedicated partners, are committed to establishing a gold-standard compliance framework that meets regulatory standards and strengthens communities for the future.

Transparency is vital to having a compliance framework, ensuring accountability and trust. The Contractor is committed to making sure contractors and subrecipients align with all federal, state, and local regulations, including federal notices, grant agreements, action plans, and other governing rules. However, compliance isn't just about oversight; it's about empowerment. The Contractor will work alongside Pinellas County to enhance internal capacity, equipping local teams with the tools and expertise necessary for grant management and successful closeout.

Anticipatory risk management is essential for safeguarding program integrity and ensuring long-term success. The Contractor and Pinellas County will implement risk assessments and monitoring strategies to further strengthen oversight, identify risks, and proactively take corrective actions. Findings will be thoroughly documented, solutions swiftly implemented, and risk mitigation strategies deployed, putting accountability at the forefront of every initiative.

Performance monitoring is the final safeguard in a strong compliance framework, reinforcing operational success. The Contractor and Pinellas County will work collaboratively to verify that all parties adhere to agreed-upon terms, timelines, and budgets—reinforcing financial accountability and procurement integrity while driving operational success.

54. The Contractor and Pinellas County's Strategic Compliance Approach

To bring this vision to life, the Contractor and the County will implement a strategic plan that ensures adherence to HUD regulations, environmental standards, and labor requirements through the following steps:

1. Establishing clear policies and procedures to define expectations.
2. Conducting thorough risk assessments to identify challenges proactively.
3. Implementing monitoring practices for continuous oversight.
4. Enforcing comprehensive QA/QC measures to uphold quality standards.

Through this proactive and innovative approach, the Contractor and Pinellas County will meet compliance requirements and cultivate a culture of integrity, sustainability, and long-term success.

55. Step 1 - Policies and Procedures

Strong policies and procedures are the backbone of effective program design and overall compliance, ensuring that federally funded initiatives operate with transparency, efficiency, and accountability. Clear policies establish the rules and expectations for financial management, procurement, performance measurement, and environmental compliance, guiding organizations in making informed, compliant decisions. Procedures, on the other hand, provide a step-by-step framework to execute these policies, ensuring consistency and reducing risks associated with mismanagement or regulatory violations. Without well-defined policies and procedures, organizations face increased exposure to financial missteps, audit findings, and operational inefficiencies, jeopardizing funding and program success.

By embedding a structured compliance framework into every stage of program implementation, organizations meet federal standards and enhance program integrity, stakeholder confidence, and long-term sustainability. A proactive approach to policy enforcement ensures organizations remain adaptable to regulatory changes while continuously improving operational effectiveness. The following policy and procedures lay the foundation for a governance structure using CDBG-DR funding.

56. FINANCIAL MANAGEMENT AND INTERNAL CONTROLS (2 CFR 200.303 AND 2 CFR 200.305)

The Contractor will work closely with Pinellas County to implement strong financial oversight, ensuring compliance with federal regulations for managing grant funds effectively. This includes establishing robust internal controls that safeguard assets, prevent fraud, and support accurate financial reporting. The Contractor will help Pinellas County meet federal financial management standards and enhance accountability by embedding structured oversight mechanisms into daily operations. To achieve these objectives, Contractor will implement the following policies and procedures:

- Establish robust financial oversight mechanisms.
- Implement segregation of duties to prevent fraud.
- Conduct regular financial audits and compliance reviews.
- Ensure timely and compliant disbursement of funds.
- Adopt cash management policies that prevent unnecessary accumulation of federal funds.

57. PROCUREMENT STANDARDS AND CONTRACT MANAGEMENT (2 CFR 200.318-200.327)

Transparent and ethical procurement processes are essential to compliance and efficiency. The Contractor will support Pinellas County in developing procurement policies that align with federal regulations, ensuring competitive bidding, responsible contracting, and proper vendor selection. By maintaining thorough documentation and enforcing fair procurement practices, Pinellas County will mitigate risks and safeguard the integrity of its federally funded programs. Contractor will implement the following procurement procedures to promote fairness and transparency:

- Develop and maintain written procurement procedures.
- Enforce conflict-of-interest policies and transparency.
- Require competitive bidding and justification for vendor selection.
- Monitor contractor performance and ensure compliance with federal guidelines.
- Independent cost estimates.
- SAM and debarment checks.

58. SUBRECIPIENT MONITORING AND OVERSIGHT (2 CFR 200.332)

Effective oversight of subrecipients ensures compliance with federal funding requirements and program objectives. The Contractor will assist Pinellas County in implementing structured subrecipient monitoring practices, including risk

assessments, performance evaluations, and compliance tracking. These efforts will support transparency, accountability, and the responsible use of federal funds. The following monitoring practices will help subrecipients fulfill their compliance obligations:

- Conduct pre-award risk assessments for subrecipients.
- Establish financial reporting requirements and compliance tracking.
- Perform site visits and performance evaluations.
- Implement corrective action plans for non-compliant subrecipients.

59. COST PRINCIPLES AND ALLOWABLE EXPENSES (2 CFR 200.403-200.405 AND 2 CFR 200.414)

To use federal funds responsibly, expenditures must comply with established cost principles. The Contractor will guide Pinellas County in adhering to federal cost requirements, ensuring that all program-related expenses are necessary, reasonable, and properly allocated. Pinellas County will maintain full compliance with cost regulations by strengthening budget oversight and financial transparency.

The following cost principles will govern financial decision-making and spending accountability:

- Ensure expenses are necessary, reasonable, and allocable.
- Define allowable vs. unallowable costs (e.g., no lobbying or excessive administrative expenses).
- Establish budgeting policies that align with federal cost principles.
- Apply federally approved indirect cost rates.

60. RECORD RETENTION AND AUDIT PREPAREDNESS (2 CFR 200.334 AND 2 CFR 200.500-200.521)

Maintaining organized and accessible records is crucial for audit compliance and regulatory oversight. The Contractor will assist Pinellas County in developing structured record retention policies, ensuring that financial documentation and compliance reports are stored properly and accessible for federal review. Pinellas County will be well-positioned for successful audit outcomes by implementing efficient data management systems.

The following procedures will help strengthen audit preparedness and ensure compliance:

- Maintain program and financial records in accordance with stringent federal, state, and local laws.
- Implement document management systems for financial transactions and compliance reports.
- Conduct single audits for entities receiving significant federal funding.
- Develop corrective action plans to address audit findings.

61. FRAUD PREVENTION AND ETHICS COMPLIANCE (2 CFR 200.113)

Preventing fraud and ensuring ethical program management are critical to protecting federal funds. The Contractor will support Pinellas County in developing and enforcing fraud detection protocols, reinforcing financial integrity and delivering responsible grant administration. By strengthening reporting requirements and implementing oversight measures, Pinellas County can uphold ethical compliance while minimizing risks associated with financial misconduct.

The following fraud prevention policies will help safeguard federal funding and maintain accountability:

- Establish fraud prevention, detection, and response protocols.
- Require mandatory reporting of suspected fraud or financial misconduct.
- Protect whistleblowers and enforce ethical program management.
- Designate compliance officers or oversight committees to ensure accountability.

62. PERFORMANCE MEASUREMENT AND PROGRAM CLOSEOUT (2 CFR 200.301 AND 2 CFR 200.344)

Tracking program performance and ensuring smooth grant closeout are essential to federally funded initiatives. The Contractor will support Pinellas County in developing key performance indicators, ensuring data-driven decision-making and measurable program impact. By coordinating structured grant closeout procedures, Pinellas County can efficiently wrap up projects while meeting all compliance requirements.

The following performance tracking and closeout procedures will ensure program success:

- Track and report KPIs.
- Conduct milestone tracking and impact assessments.
- Meet all financial obligations and reporting requirements before finalizing grants.
- Perform final audits, reconciliations, and compliance reviews for smooth program closeout.
- Ensure there are no open findings.

63. ENVIRONMENTAL REVIEW AND COMPLIANCE (24 CFR PART 58)

Environmental compliance plays a critical role in ensuring responsible community development. The Contractor will guide Pinellas County through the environmental review process required under 24 CFR Part 58, assisting in assessing potential project impacts and securing regulatory approvals. By integrating sustainability standards into federally funded initiatives, Pinellas County can minimize environmental risks while fully complying with federal regulations.

The following environmental review procedures will help maintain compliance while protecting natural resources:

- Conduct environmental review records to assess project impacts.
- Comply with NEPA.
- Evaluate risks related to land use, water resources, historic preservation, and public health
- Streamline mitigation strategies and regulatory approvals to expedite project implementation.

Once policies and procedures are completed and contracts are in place, the Contractor will work with Pinellas County to implement a risk assessment model to enhance oversight and compliance. This model will help the county strictly enforce oversight and management of federal funds, mitigate risks, and meet program objectives efficiently.

64. Step 2 - Risk Assessments

Strategic risk assessments serve as the second pillar of effective compliance, ensuring adherence to 2 CFR 200 and Part 58 by identifying vulnerabilities before they impact program operations. Under 2 CFR 200.206, federal awarding agencies conduct pre-award risk assessments to evaluate financial integrity, eligibility qualifications, and past performance. Establishing internal risk assessment protocols enables organizations to proactively address potential weaknesses in financial management, procurement, and program execution while fostering accountability and transparency.

To reinforce these efforts, the Contractor and Pinellas County will form a strategic partnership to design and implement a robust risk assessment framework that enhances oversight and strengthens program resilience. This collaboration aligns all assessments with federal requirements while adapting to Pinellas County's specific needs. By integrating tailored risk management strategies, The Contractor and Pinellas County will work together to safeguard financial integrity, mitigate compliance risks, and lay the groundwork for long-term program success.

Beyond internal evaluations, pass-through entities must conduct subrecipient risk assessments as outlined in 2 CFR 200.332. These assessments evaluate critical factors such as financial stability, operational readiness, and compliance history, helping subrecipients effectively manage federal funds and fulfill program objectives. Properly conducted assessments reduce risks associated with financial mismanagement and regulatory noncompliance.

Setting the standard for excellence, The Contractor has pioneered industry-leading pre-award capacity assessments and post-award risk assessment evaluation models that redefine best practices. These innovative methodologies give organizations with the foresight needed to anticipate challenges, reinforce operational resilience, and protect financial integrity. By integrating strategic approaches, The Contractor enhances transparency and promotes compliance, establishing itself as a leader in proactive risk management.

Recognizing the importance of localized solutions, the Contractor and Pinellas County will collaborate to integrate these cutting-edge assessment models into county programs, ensuring a seamless and effective risk management approach. This partnership allows Pinellas County to leverage The Contractor's expertise while tailoring strategies to address the county's specific program needs and challenges.

A tailored risk assessment framework does more than safeguard financial integrity—it promotes transparency, prevents fraud, and mitigates operational inefficiencies. Organizations benefit from comprehensive evaluations that support long-term stability and success. Internal controls, as required under 2 CFR 200.303, mandate that entities incorporate risk mitigation strategies into their operational frameworks, reinforcing ethical governance and oversight.

A structured yet adaptable approach to assessing key risk factors is essential to effectively applying these enhanced risk management strategies. The following criteria provide a comprehensive framework for evaluating potential risks, allowing the Contractor and Pinellas County to address challenges and maintain financial accountability proactively. This flexible framework means criteria can be added or adjusted as needed to align with evolving priorities and program requirements.

Key Risk Assessment Criteria

- **Capacity:** Evaluates staffing levels and ability to maintain compliance. High risk includes key personnel turnover, while low risk indicates stability and alignment between program complexity and staff expertise.
- **Funding:** Assesses financial obligations, with risk levels determined by funding amounts (e.g., high risk at \$100+ million, medium risk at \$50–100 million, and low risk below \$50 million).
- **Complexity:** Reviews program activities, implementation intricacies, and policy requirements. High risk involves complex activities and no formal guidelines, while low risk reflects streamlined systems with approved procedures.
- **Implementation Method:** Determines risk based on program execution layers—more layers typically increased risk, placing subrecipients at higher risk than direct grantees.
- **Relevant Experience:** Assesses program administrators' experience, classifying risk from high (no experience) to low (four or more years of experience).
- **Compliance History:** Evaluates past monitoring records, with high risk indicating severe deficiencies, medium risk showing some prior monitoring issues, and low risk demonstrating consistent compliance.
- **Project Timeline:** Measures program completion schedules and expenditure timeliness, following HUD guidelines for CDBG-DR funds. High-risk risk include entities behind spending thresholds, while low-risk organizations are ahead of schedule.

Each program or subrecipient is assigned a risk management score, a strategic benchmark for shaping monitoring schedules and future compliance initiatives. These insights empower organizations to take a proactive approach, reinforcing financial integrity while optimizing operational efficiency.

A comprehensive scoring breakdown for each criterion ensures transparency in the evaluation process. The results section of this report provides a detailed summary of the analysis, offering a clear roadmap for decision-making. Based on these risk management scores, a tailored monitoring schedule will be established to strengthen oversight and mitigate potential vulnerabilities.

With The Contractor's expertise, Pinellas County takes a proactive approach to risk management, identifying potential vulnerabilities before they arise, minimizing exposure, and strategically aligning funding allocations to ensure long-term operational success. This risk-driven methodology establishes a structured monitoring plan that enhances oversight, streamlines the management of high-risk subrecipients, and safeguards fiscal integrity and program effectiveness.

Designed for adaptability, this model offers Pinellas County the flexibility to expand or refine risk assessment parameters in response to shifting needs, funding adjustments, and evolving program priorities. This customized approach to risk mitigation ensures optimal efficiency, reinforcing strong governance and sustainable performance across all initiatives.

65. Step 3 – Comprehensive Monitoring and Transparent Reporting

After establishing policies and procedures and conducting risk assessments, the Contractor and Pinellas County take the next critical step in ensuring strict compliance with 2 CFR Part 200 and 24 CFR Part 58, developing a strategic, data-driven monitoring plan. By transforming risk ratings into an actionable framework, this tailored plan acts as a safeguard, proactively addressing vulnerabilities and reinforcing accountability at every level. Through systematic oversight, The Contractor and

Pinellas County ensure that regulatory requirements are met with precision, securing program integrity and long-term success.

The Contractor is committed to working side by side with Pinellas County to establish a partnership approach that is both comprehensive and effective. The monitoring plan will follow a structured schedule, with review frequency determined by the level of risk—enabling a targeted approach that prioritizes high-risk areas while maintaining oversight across all operations. The Contractor and Pinellas County will implement a compliant system that reinforces a foundation for sustainable, responsible governance—creating a framework built on integrity and resilience.

Through this partnership, the Contractor and Pinellas County will conduct onsite monitoring by embedding team members within the entity being reviewed. This approach is preferred for high-risk or high-volume engagements where direct interaction is essential. For lower-risk or low-volume engagements and follow-up evaluations, desk reviews will provide an equally rigorous analysis while maintaining operational efficiency.

The Contractor's approach emphasizes strict compliance with established policies and procedures. The Contractor will apply industry-accepted audit practices to verify dataset accuracy and leverage auditing techniques set forth by the American Institute of Certified Public Accountants to select items for testing strategically. Additionally, the Contractor mirrors federal monitoring standards to equip programs and subrecipients with the knowledge and preparedness needed for external oversight—facilitating streamlined monitoring and compliance evaluations.

Beyond compliance, the Contractor verifies that all programs, subrecipients, contractors, and beneficiaries meet key operational standards.

- The Contractor's monitoring approach will confirm that each entity is:
- Completing project scope following contract or subrecipient agreement.
- Complying with applicable federal and local rules and regulations.
- Executing the scope on schedule and within budget.
- Procuring services per 2 CFR 200 and other federal compliance requirements.
- Demonstrating appropriate financial controls that minimize fraud, waste, and abuse.

The Contractor will support the County in ensuring adherence to key regulatory and programmatic requirements.

The Contractor's comprehensive monitoring efforts will encompass the following areas of compliance:

- Grant and Program Management
- Finance
- Risk Management
- Procurement and Contracts
- Copeland "Anti-Kickback" Act
- Environmental and Permit Regulation
- Accessibility and Fair Housing
- Equal Opportunity and Nondiscrimination
- Occupational Safety and Health
- Federal Labor Standards
- Section 3
- MWBE
- Recordkeeping, Data, and Reporting
- Subrecipient Oversight
- Project Progress Tracking
- Quality and Regulatory Assurance

By reinforcing accountability and adherence to best practices, the Contractor and Pinellas County will uphold the integrity of program operations and drive sustainable success across all engagements.

Ensuring compliance and program integrity requires a structured, proactive approach that combines expertise, transparency, and collaboration. In partnership with Pinellas County, the Contractor will develop a comprehensive monitoring framework designed to uphold federal regulations, mitigate risks, and strengthen operational resilience.

Through detailed planning, structured risk assessments, and thorough evaluations, the Contractor works alongside Pinellas County to establish a system that meets regulatory requirements and fosters financial accountability and long-term program success. Each process phase is carefully executed from initial engagement to final review to provide clear oversight, maintain compliance, and reinforce the shared commitment to responsible governance.

PHASE 1: PLANNING THE ENGAGEMENT

The Contractor works closely with Pinellas County to understand the entity's operations, funding, and compliance requirements. This collaboration delivers a tailored review that strengthens oversight and aligns with federal regulations.

PHASE 2: NOTIFICATION LETTER

The Contractor and Pinellas County coordinate the review, ensuring all parties are informed. Once scheduled, the Contractor sends an official review date via email and a monitoring checklist. The Contractor will issue a formal letter at least 30 days in advance, requiring documentation submission within 14 days via a secure system to facilitate efficient data management.

PHASE 3: ENTRANCE CONFERENCE

The review begins with an entrance conference, during which the Contractor and Pinellas County introduce the process and address initial concerns. The monitored entity will identify key personnel and records supporting the review. This step helps structure the review schedule, ensuring efficient engagement with outreach, financial, and program management teams. Meeting notes are documented for accuracy.

PHASE 4: DATA REVIEW

The Contractor and Pinellas County conduct a systematic evaluation using standardized checklists, reviewing documentation, compliance, and operational effectiveness. If certain checklist items do not apply, justification is provided to maintain a focused assessment. Findings are carefully recorded for transparency.

PHASE 5: EXIT CONFERENCE

The Contractor and Pinellas County present preliminary findings at an exit conference, allowing the entity to clarify concerns and provide additional insights. This collaborative discussion fosters transparency and encourages proactive compliance measures.

PHASE 6: MONITORING REPORT

The Contractor compiles a formal report detailing observations, areas of concern, and recommended corrective actions. The subrecipient has 30 days to respond, providing any necessary documentation. After this period and all concerns have been addressed, the Contractor will issue a clearance letter based on the submitted information. The review file includes working papers and documentation from the monitoring process.

PHASE 7: TECHNICAL ASSISTANCE PLAN

If needed, the Contractor and Pinellas County will work with entities to enhance program effectiveness through a technical assistance plan. This plan identifies areas requiring support, compliance with federal regulations, and strengthening operational procedures. Discussions and feedback from Pinellas County are documented to support ongoing improvements and program success.

By establishing comprehensive monitoring practices and promoting a culture of accountability, The Contractor and Pinellas County ensure that compliance is not merely a requirement but a foundation for sustainable program success. Each process phase, from initial planning to ongoing technical assistance, reinforces transparency, strengthens financial stewardship, and enhances operational resilience.

66. Revolutionizing Financial Compliance Controls: Automated Budget vs. Actual Monitoring Across Multiple Systems

The Contractor provides transparency and accountability through performance tracking, system alignment, and real-time reporting. The Contractor's structured approach includes:

- Real-time monitoring dashboards to track trends and performance.
- Data-driven compliance tracking to align reporting with federal and state requirements.
- Audit-ready documentation to withstand scrutiny from oversight agencies and public watchdogs.

The Contractor's advanced dashboard automation techniques set the gold standard for financial controls, easily integrating budgets, expenditures, and balances into a unified system. Now incorporating budget vs. actual monitoring across multiple financial systems, the Contractor's solution ensures real-time reconciliation and visibility into financial performance.

With a team of financial system experts—including those who helped shape DRGR (HUD's reporting system) — the Contractor is uniquely positioned to implement a data extraction framework that enables precision, compliance, and operational excellence. Building on the Contractor's success with the Puerto Rico Department of Housing, where the Contractor will automate financial system connections to DRGR, the Contractor continues to lead in integrating grant management and financial oversight.

The Contractor's automated financial reconciliation dashboard now incorporates budget vs. actual tracking, bridging gaps between financial and grant management systems. Organizations can access side-by-side comparisons of budgeted allocations versus actual expenditures, ensuring accountability and strategic resource allocation from different financial systems. By reconciling budgets, expenses, commitments, and balances with unmatched accuracy, the Contractor's dashboard empowers leaders with real-time financial insights for data-driven decision-making.

Additionally, the Contractor's intuitive drill-down capabilities, users can explore funding at the action plan level, as seen above, and zoom into project-level details, gaining granular control over financial performance. The Contractor's proven track record in implementing automation ensures compliance integration, eliminating the inefficiencies and burdens of manual reconciliation. With real-time control, the Pinellas County finance team is primed to take the lead and easily navigate different systems' financial reconciliation.

Beyond budget vs. actual monitoring, the Contractor's dashboard ecosystem supports monthly and quarterly reporting, integrating performance metrics and KPIs to optimize workflow processes and financial oversight. This comprehensive approach visualizes financial data, tracks case management progress, and evaluates the effectiveness of disaster recovery initiatives, driving continuous improvement and strategic alignment.

With the Contractor's industry-leading expertise, organizations can confidently monitor financial controls, strengthen compliance, and leverage budget vs. actual analysis to optimize spending—all within a powerful, user-friendly dashboard designed for maximum efficiency.

67. Financial Compliance and Prevention of Fraud, Waste, and Abuse

The Contractor CANOPY™ has proven to be an invaluable tool for reporting on program and financial activity performance and obtaining complete disclosure of financial results in compliance with 2 CFR 200.328 and 200.329 requirements. The Contractor's team specializes in monitoring the grant general ledger at a detailed level, properly filtering financial data to prevent the comingling of CDBG-DR, CDBG-MIT, and other funding streams. This safeguards the accountable use of funds. The Contractor will review budgets, compensation schedules, and payment requests before execution or disbursement. The Contractor will also train contractors and subrecipients on documentation compliance and eligible expenditures to ensure compliance from the outset.

The Contractor's team of certified public accountants and certified fraud examiners is dedicated to financial oversight. Contactor will implement strict processes—including checklists, testing procedures, desk reviews, and monitoring tools—to prevent and detect fraud, waste, abuse, and mismanagement throughout the grant lifecycle.

The Contractor's CANOPY™ system provides exportable reporting formats designed to interface with the HUD DRGR system. These reporting formats make it simple to submit HUD quarterly performance reports and streamline federal reporting, monitoring, long-term portfolio management, and performance tracking with the most comprehensive view and low-level beneficiary data involving income and demographics. The Contractor's team's solution is customized to the unique needs and regulations surrounding these programs. Outside of the programs, Contactor will have the processing modules that the Contractor's clients' teams, vendors, subrecipients, and all operational areas use to track the portfolio of programs and operations in the same place. The API-friendly system processes legacy system data and connects to external legacy systems.

68. STRATEGY FOR ESTABLISHING AND OPERATING CALL CENTER

The People First Call Center: the Human Voice of Recovery

The Contractor's call center strategy is designed to serve as the human voice of the People First Portal, providing an accessible, empathetic, and expert front door to the program. The Contractor will recognize that for many applicants, their first impression of the program will be through this interaction. The Contractor's approach combines the Contractor's extensive

nationwide experience with a deep commitment to service, ensuring every applicant feels heard, understood, and supported. The Contractor will build the Contractor's approach on four core principles.

1. People: Empathetic, Knowledgeable, and Multilingual Professionals

The Contractor's call centers are staffed exclusively by onshore professionals hired for their proven customer service skills and capacity for empathy. They undergo rigorous training to become experts in all program policies and procedures.

- **Bilingual Staffing:** The Contractor will ensure the Contractor's team is fluent in English, Spanish, and other languages prevalent in the impacted community to provide culturally competent and effective communication.
- **Commitment to Service:** The Contractor's team is dedicated to handling every inquiry. Phone lines are open from 8 a.m. to 5 p.m., at a minimum, and any calls in the queue by 5 p.m. will be attended to the same day, leaving no applicant waiting.

2. Process: A Scalable and Applicant-Centric Experience

The Contractor's operations are designed for efficiency and responsiveness, providing applicants with a clear and supportive path. Contactor will utilize a tiered support model for first-call resolution, backed by processes that adapt to the program's needs.

- **Structured Support:** A tiered system answers simple questions quickly and seamlessly escalates complex cases to subject matter experts for resolution.
- **Proactive Communication:** Contactor will use automated outreach via SMS, phone calls, and email for important alerts and to provide status updates, keeping applicants informed throughout the process.
- **Built-in Scalability:** The Contractor's model is designed for rapid scalability, allowing us to increase or decrease staff based on call volume, and confirming Contactor will always be appropriately resourced to meet applicant demand without delay.

3. Technology: An Accessible, Omnichannel Platform

Contactor will utilize modern, flexible technology to create a user-friendly and accessible experience. The Contractor's entire system is integrated with the People First Portal's customer relations management, providing a single source of truth for every applicant interaction.

- **Flexible Softphone System:** The Contractor's team uses a VOIP softphone system that can be accessed from any location, eliminating reliance on traditional hardware and providing operational resilience. It supports toll-free and local numbers for inbound/outbound calls, text, and email.
- **Accessible by Design:** From the start, callers are greeted with welcome menus in multiple languages and have access to TTY services for the deaf or hearing-impaired, ensuring the program is accessible to all.
- **Clear Communication:** The system provides clear instructions and alerts, including messages to inform callers of high volume or if their call cannot be answered live, managing expectations and reducing frustration.

4. Performance Analytics and Full Transparency

Contractors will believe data-driven transparency is essential for building trust, ensuring accountability, and driving continuous improvement. The Contractor's call center operations are underpinned by a robust analytics framework, providing both The Contractor's management and the Contractor's clients with clear, real-time insight into performance.

- **Comprehensive Reporting:** Contactor will track and report on key metrics, including call volumes, average wait times, first-call resolution rates, and abandonment rates.
- **Actionable Insights:** Contactor will deliver this data through customizable dashboards and scheduled reports. It allows us to proactively identify trends, address applicant points of friction, and provide you with the complete transparency required for effective program oversight.

This integrated approach ensures the Contractor's call center is more than a support line; it is a vital, data-driven component of the People First model, built to deliver compassionate, efficient, and transparent service.

DRIVING INNOVATION IN CUSTOMER SERVICE

The Contractor strongly emphasizes innovation within its customer service strategy for CDBG-DR programs. The Contractor will demonstrate the Contractor's commitment through the strategic use of technology, deployment of multilingual staff, and implementation of advanced customer relationship management platforms.

Using Technology for Enhanced Service

The Contractor has developed and utilizes proprietary technology platforms tailored specifically for grant management, including CDBG-DR programs. Its exclusive artificial intelligence platform enables rapid access to a robust knowledge base, providing quick and accurate responses to complex inquiries and reducing the risk of critical information being overlooked. This technology streamlines processes, accelerates problem-solving, and consistently complies with regulatory requirements. Additionally, the Contractor employs web-based intake systems that integrate seamlessly with workflow management tools, expediting applicant intake and eligibility determinations. These systems can handle large volumes of data, support efficient fund disbursement, and provide comprehensive reporting for transparency and informed decision-making.

Multilingual Staff and Inclusive Outreach

Recognizing the diversity of the communities served, the Contractor prioritizes recruiting and deploying multilingual staff. Contactor will make the Contractor's customer service and technical assistance accessible to applicants with varying language needs, reducing barriers to entry and improving program equity. Outreach strategies include traditional and non-traditional methods, such as community partnerships, mobile intake events, and culturally sensitive engagement, all supported by data-driven targeting to reach historically disadvantaged populations.

CRM Platforms and Personalized Service

Contactor will further enhance customer service using advanced CRM platforms and internal accountability tools like the Coordinated Assignment Resourcing and Execution System (CARES). These platforms centralize client information, manage communications, and track issue resolution, allowing personalized service and timely follow-up. The CRM systems act as repositories for client interactions and guidance, delivering consistent, high-quality support and efficiently addressing all inquiries.

Continuous Improvement and Accessibility

The Contractor also offers virtual office hours, webinars, and interactive online resources to make program information and support accessible. Training and onboarding materials are provided in multiple formats and languages, reflecting a commitment to ongoing staff and client education and cultivating long-term, trust-based relationships.

PROPOSED TIMELINE FOR MOBILIZATION

Upon notice of award, the Contractor Team will mobilize personnel within 24 hours. Contactor will provide the County with a date and timeline for personnel arrival, ensuring partial staffing on-site within 48 hours and completing the staffing plan within 72 hours. The team will mobilize and deploy key project staff immediately upon receiving a notice to proceed from the County.

TASKS	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7
The Contractor's Team On Site in Pinellas County	X						
Marketing and Outreach Plan Submitted	X	X					
Marketing Collateral Established			X	X			
Outreach and Marketing Campaign Begins					X	X	X
Single Family Homeowner Rehabilitation and Reconstruction Policies Delivered	X	X					
Homeowner Reimbursement Policies Delivered	X	X					
Small Rental Program Policies Delivered		X	X				
Homebuyer Assistance Program Policies			X	X			
Disaster Relief Payment Policies Delivered				X	X		
Call Center/Service Center(s) Open					X	X	X
Case Management Staff Training				X			
People First Portal Customization	X	X	X	X			
People First Portal Testing					X	X	
People First Portal Live							X

THE CONTRACTOR CANOPY™: PURPOSE-BUILT TO BE PEOPLE FIRST

To deliver on the County's people-first vision, the Contractor is offering CANOPY™ -- the most proven, purpose-built CDBG-DR technology platform in the nation -- free of charge. Developed specifically to meet the demands of CDBG-DR programs, CANOPY™ is the trusted system behind the largest and most complex recoveries in the country. It combines speed, compliance, and transparency in a single, applicant-focused platform fully aligned with HUD requirements and tailored to local needs.

Unlike alternative systems, CANOPY™ was designed from the ground up for CDBG-DR. It has been tested, refined, and successfully deployed across diverse housing, infrastructure, economic, and planning programs, delivering measurable results without compromise. With this platform, Pinellas County can move faster, serve residents more effectively, and maintain full audit readiness from day one. And because the Contractor is providing it at no cost, the County gains best-in-class technology with zero financial barriers.

At its core, CANOPY™ is purpose-built to unify people, processes, data, and compliance. It enables CDBG-DR to support applicants with end-to-end functionality throughout the entire lifecycle—from initial intake to closeout—without forcing a one-size-fits-all solution. It can serve as the County’s system of record or seamlessly complement an alternative provided by the County.

END-TO-END FUNCTIONALITY WITHOUT COMPROMISE

CANOPY™ supports the complete program journey, including intake, eligibility determination, DOB review, construction management, and final closeout. The platform’s dynamic workflow engine automates and streamlines each step, significantly reducing manual intervention and accelerating applicant progress. This streamlining moves programs quickly from intake to award, through inspections and construction, to final compliance and disbursement, all within a secure and auditable environment.

Applicant-Centric Design

A key hallmark of CANOPY™ is its intuitive, easy-to-use applicant interface. The public-facing portal helps applicants initiate, complete, and track their applications online, submit required documentation, communicate directly with case managers, and receive real-time status updates. This transparency fosters trust and reduces frustration while also minimizing the burden on program staff through automated notifications and clear, actionable next steps.

Workflow Automation that Drives Speed and Compliance

The workflow automation and business rules engine embedded within CANOPY™ handles eligibility reviews, document verification, DOB checks, construction management, and quality assurance in real time. This engine minimizes delays, reduces errors, and meets compliance requirements at every stage. Contactor will collect, archive, and make data and documentation easily accessible to HUD and the OIG, so reporting in HUD’s DRGR system meets the County’s IT needs. Program managers have at-a-glance visibility into bottlenecks and can monitor progress through customizable dashboards and reporting tools, further accelerating the program’s ability to deliver timely assistance while maintaining audit-ready records.

Flexibility and Interoperability

While CANOPY™ offers proven, ready-to-use modules for intake, eligibility, DOB review, construction, and closeout, its design philosophy is rooted in adaptability. Agencies can tailor workflows, notifications, and integrations to their unique needs, enhancing technology without dictating program delivery. This system can be used for other non-direct programs such as planning, infrastructure, and economic development.

CANOPY™ integrates with existing financial, compliance, and document management systems, allowing agencies to use best-in-class tools without being locked into a rigid ecosystem.

The Contractor CANOPY™ exemplifies a people-first, end-to-end solution that powers modern, applicant-centered portals. It delivers the speed, compliance, and transparency today’s programs demand while offering agencies the flexibility to adapt, integrate, and evolve their systems as needs change. CANOPY™’s proven success in diverse grant and disaster recovery environments demonstrates its ability to drive results without forcing agencies into a one-size-fits-all mold.

DETAILED COMMUNITY OUTREACH AND COMMUNICATIONS PLAN

The Contractor’s Proven Five-Step People First Communications Approach

The Contractor’s outreach strategy is a disciplined, five-step process designed to operationalize the Contractor’s People First philosophy. This field-proven approach ensures that the Contractor’s outreach is comprehensive and compliant but also empathetic, equitable, and effective in building the community trust necessary for a successful recovery.

Step 1 – Initial Assessment and Planning

Before any public-facing action, Contactor will conduct a thorough assessment to build the Contractor's strategy based on data and local understanding. This assessment targets the Contractor's efforts precisely to the community's unique landscape.

- **Community Analysis:** Contractor will analyze demographic data to identify population centers, languages spoken, and the specific locations of target populations (e.g., low-income households, seniors, and individuals with disabilities).
- **Stakeholder Mapping:** Contractor will identify and map key community stakeholders, including local officials, trusted non-profits, faith-based organizations, and community leaders, who will be essential partners in building trust and disseminating information.
- **Media Landscape Review:** Contractor will assess the most effective and trusted communication channels for reaching all community segments, from local radio stations and newspapers to community-specific social media groups.
- **Objective Setting:** Contractor will establish clear, measurable objectives for the outreach campaign (e.g., application targets, event attendance goals, call volume metrics) to guide the Contractor's efforts and measure success.

Step 2 – Strategic Development

Based on the findings from the Contractor's assessment, the Contractor will develop the overarching strategy that will guide the entire campaign.

- **Adopting the People First Model:** The Contractor's core strategy is implementing the People First model, creating a single, unified pathway for applicants through the People First Portal and dedicated call center. This pathway directly addresses the need for a simple, accessible, and non-fragmented recovery process.
- **Key Message Development:** Contactor will craft clear, consistent, and empathetic core messages that explain the available assistance, outline the application process, and reinforce the program's commitment to a fair and equitable recovery.
- **Audience Segmentation:** Contractor will segment the population based on the Contractor's analysis and develop tailored outreach strategies and messages to address the specific needs, concerns, and communication preferences of each group.

Step 3 – Designing Communication Channels and Materials

In this step, Contactor will create the full suite of tools and materials needed to bring the strategy to life, ensuring every element is accessible and user-friendly.

- **Digital Presence:** Contactor will build the People First Portal as the central information hub and configure the call center with multilingual welcome menus and TTY access.
- **Collateral and Advertising Creative:** Contactor will design all public-facing materials—including applications, flyers, fact sheets, social media graphics, and digital ads—in plain language. All materials are professionally translated and made 508 compliant for accessibility.
- **Partner Toolkits:** Contactor will prepare comprehensive toolkits for the Contractor's community partners, equipping them with the materials and information they need to act as trusted, effective messengers for the program.

Step 4 – Implementation

During the execution phase, Contactor will actively launch the plan and engage directly with the community.

- **Official Launch:** Contactor will execute a coordinated launch, which includes a press conference, media briefings, and the activation of all digital channels and the call center.
- **Broad-Based Media Campaign:** The paid and earned media campaigns are launched across television, radio, print, and digital platforms, consistently driving residents to the People First Portal and call center.

- Boots-on-the-Ground Engagement: Contactor will deploy the Contractor's direct engagement teams to host town hall meetings, staff mobile intake centers at accessible community locations, and participate in local events to provide face-to-face assistance.
- Partner Network Activation: The Contractor will activate the Contractor's network of community partners, who begin their outreach efforts to connect their communities with the program.

Step 5 – Monitoring and Adaptation

Communication is a dynamic, two-way process. This final step runs concurrently with implementation and continues throughout the program, ensuring the Contractor's approach remains effective and responsive.

- Performance Tracking: Contractor will continuously monitor KPIs, such as web traffic application rates by geographic area, call center volume, and event attendance, to get a real-time view of the Contractor's campaign's effectiveness.
- Community Feedback Loop: Contactor will actively solicit feedback through applicant surveys, social media monitoring, and regular check-ins with the Contractor's community partners to gather qualitative insights and identify points of friction.
- Data-Driven Adjustments: The Contractor's project leadership team reviews this data weekly for strategic adjustments. These adjustments could include reallocating resources to low-response neighborhoods, refining messaging to address common questions, or scheduling additional outreach events to meet demand. This commitment to adaptation is a core tenet of the People First model.

The Contractor will center the Contractor's approach to outreach and communications around a People First approach throughout the HUD MID area of Pinellas County, specifically targeting populations in communities with high disaster impacts and remaining unmet needs. The Contractor's target audience will include homeowners, renters, manufactured home residents, small, local businesses, and nonprofit service providers.

These priority areas include, but are not limited to:

- Gulfport
- St. Pete Beach
- Treasure Island
- Maderia Beach
- Redington Beach
- North Redington Beach
- Belleair Shore
- Belleair Beach
- Clearwater
- Dunedin
- Palm Harbor

Exhibit F - Contractor's response to Solicitation Section 9 - Pricing Proposal

Exhibit G - 2 Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2 Code of Federal Regulation (CFR) Part 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Contract Flow Down Clauses

Below is a summary of the mandatory Uniform Guidance clause for recipients/subrecipients of Federal Awards. This solicitation is either fully or partially funded with federal funds from the U.S. Department of Housing and Urban Development made available under the Community Development Block Grant Disaster Recovery (CDBG-DR) Funds. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified Contractor are subject to and Contractor must comply with the following provisions and all applicable existing and future Executive Orders, as related to the services provided. Click on the Reference number link to review the entire regulation. **Uniform Guidance Reference**

	Name
§ 200.112	Conflict of interest.
§ 200.214	Suspension and debarment.
§ 200.215	Never contract with the enemy.
§ 200.216	Prohibition on certain telecommunications and video surveillance services or equipment.
§ 200.321	Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
§ 200.304	Bonds
§ 200.310	Insurance coverage.
§ 200.322	Domestic preferences for procurements.
§ 200.323	Procurement of recovered materials.
§ 200.326	Bonding requirements.
§ 200.327	Contract provisions.
§ 200.334	Retention requirements for records.
Appendix II	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Appendix XII	Award Term and Condition for Recipient Integrity and Performance Matters (Awards of \$10,000,000 or more)

SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS PER 2 CFR PART 200

THE FOLLOWING IS NOTICE TO CONSULTANT/CONTRACTOR/VENDOR AND ANY SUBCONTRACTORS WORKING UNDER THIS PINELLAS COUNTY CDBG-DR GRANT

§ 200.112 Conflict of interest.

Federal agencies must establish conflict of interest policies for Federal awards. A recipient or subrecipient must disclose in writing any potential conflict of interest to the Federal agency or pass-through entity in accordance with the established Federal agency policies.

§ 200.214 Suspension and debarment.

Recipients and subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 CFR part 180. The regulations in 2 CFR part 180 restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

§ 200.215 Never contract with the enemy.

Federal agencies, recipients, and subrecipients are subject to the guidance implementing Never Contract with the Enemy in 2 CFR part 183. The guidance in 2 CFR part 183 affects covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

§ 200.304 Bonds.

(a) Where the Federal Government guarantees or ensures the repayment of money borrowed by the recipient, the Federal agency may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the Federal Government.

(b) The Federal agency may require adequate fidelity bond coverage where the recipient lacks coverage to protect the interest of the Federal Government.

(c) Where bonds, insurance, or both are required in the situations described above, the bonds and insurance must be obtained from companies holding certificates of authority issued by the U.S. Department of Treasury (see 31 CFR part 223).

§ 200.310 Insurance coverage.

The recipient or subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property and equipment owned by the recipient or subrecipient. Insurance is not required for Federally owned property unless required by the terms and conditions of the Federal award.

§ 200.311 Real property.

(a) **Title.** Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under the Federal award will vest upon acquisition in the recipient or subrecipient.

(b) **Use.** Except as otherwise provided by Federal statutes or the Federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. While the property is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests except as provided by the Federal agency. Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

(c) **Appraisals.** When an appraisal of real property is required and obtained by the recipient or subrecipient, it must be conducted by an independent appraiser (for example, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient or subrecipient as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) except as provided in the implementing regulations at 49 CFR part 24, “Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs.”

(d) **Disposition.** When real property is no longer needed for the originally authorized purpose, the recipient or subrecipient must obtain disposition instructions from the Federal agency or pass-through entity. The instructions must specify one of the following disposition methods:

(1) **Retain title after compensating the Federal agency.** When the recipient or subrecipient retains title to the property, it must pay the Federal agency an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase (and costs of any improvements) by the current fair market value of the property. However, in situations where the recipient or subrecipient is disposing of real property acquired or improved with the Federal award and acquiring replacement

real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) ***Sell the property and compensate the Federal agency.*** When a recipient or subrecipient sells the property, it must pay the Federal agency an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase (and cost of any improvements) by the proceeds of the sale after deducting any actual and reasonable expenses paid to sell or fix up the property for sale. When the Federal award has not been closed out, the net proceeds from the sale may be offset against the original cost of the property. When directed to sell the property, the recipient or subrecipient must sell the property utilizing procedures that provide for competition to the extent practicable and that result in the highest possible return.

(3) ***Transfer title to the Federal agency or a third party designated/approved by the Federal agency.*** When a recipient or subrecipient transfers title to the property to a Federal agency or third party designated or approved by the Federal agency, the recipient or subrecipient is entitled to be paid an amount calculated by multiplying the percentage of the recipient's or subrecipient's contribution towards the original purchase of the real property (and cost of any improvements) by the current fair market value of the property.

§ 200.312 Federally owned and exempt property.

(a) Title to Federally owned property remains vested in the Federal Government. The recipient or subrecipient must submit an inventory listing of Federally owned property in its custody to the Federal agency or pass-through entity on an annual basis. The recipient or subrecipient must request disposition instructions from the Federal agency or pass-through entity upon completion of the Federal award or when the property is no longer needed.

(b) If the Federal agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority unless the Federal agency has statutory authority to dispose of the property by alternative methods (*for example*, the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710(i)). The Federal agency or pass-through entity must issue appropriate instructions to the recipient or subrecipient.

(c) Exempt property means property acquired under the Federal award where the Federal agency has chosen to vest title to the property to the recipient or subrecipient without further responsibility to the Federal Government. The Federal agency may only exercise this option when permitted by Federal statute and set forth in the terms and conditions of the Federal award. Absent statutory authority and specific terms and conditions of the Federal award, the title to exempt property acquired under the Federal award remains with the Federal Government.

§ 200.313 Equipment.

See also § 200.439.

(a) ***Title.*** Title to equipment acquired under the Federal award will vest upon acquisition in the recipient or subrecipient subject to the conditions of this section. This title must be a conditional title unless a Federal statute specifically authorizes the Federal agency to vest title in the recipient or subrecipient without further responsibility to the Federal Government (and the Federal agency elects to do so). A conditional title means a clear title is withheld by the Federal agency until conditions and requirements specified in the terms and conditions of a Federal award have been fulfilled. Title for equipment vested in a recipient or subrecipient is subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project.

(2) While the equipment is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests without the approval of the Federal agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.

(b) ***General.*** A State must use, manage and dispose of equipment acquired under a Federal award in accordance with State laws and procedures. Indian Tribes must use, manage, and dispose of equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in this section. Other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. The recipient or subrecipient must not encumber the equipment without prior approval of the Federal agency or pass-through entity. The Federal agency may require the submission of the applicable common forms for reporting on equipment. When no longer needed for the original project or program, the equipment may be used in other activities in the following order of priority:

(i) Activities under other Federal awards from the Federal agency that funded the original program or project; then

(ii) Activities under Federal awards from other Federal agencies. These activities include consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the recipient or subrecipient must also make the equipment available for use on other programs or projects supported by the Federal Government, provided that such use will not interfere with the purpose for which it was originally acquired. First preference for other use of the equipment must be given to other programs or projects supported by the Federal agency that financed the equipment. Second preference must be given to programs or projects under Federal awards from other Federal agencies. Use for non-federally funded projects is also permissible, provided such use will not interfere with the purpose for which it was originally acquired. The recipient or subrecipient should consider charging user fees as appropriate.

(3) Notwithstanding the encouragement in § 200.307 to earn program income, the recipient or subrecipient must not use equipment acquired with the Federal award to provide services for a fee that is less than a private company would charge for similar services unless specifically authorized by Federal statute. This restriction is effective as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the recipient or subrecipient may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

(d) **Management requirements.** Regardless of whether equipment is acquired in part or its entirety under the Federal award, the recipient or subrecipient must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

(1) Property records must include a description of the property, a serial number or another identification number, the source of funding for the property (including the FAIN), the title holder, the acquisition date, the cost of the property, the percentage of the Federal agency contribution towards the original purchase, the location, use and condition of the property, and any disposition data including the date of disposal and sale price of the property. The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property.

(2) A physical inventory of the property must be conducted, and the results must be reconciled with the property records at least once every two years.

(3) A control system must be in place to ensure safeguards for preventing property loss, damage, or theft. Any loss, damage, or theft of equipment must be investigated. The recipient or subrecipient must notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

(4) Regular maintenance procedures must be in place to ensure the property is in proper working condition.

(5) If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.

(e) **Disposition.** When equipment acquired under a Federal award is no longer needed for the original project, program, or for other activities currently or previously supported by a Federal agency, the recipient or subrecipient must request disposition instructions from the Federal agency or pass-through entity if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal agency or pass-through entity disposition instructions:

(1) Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Federal agency or pass-through entity.

(2) Except as provided in § 200.312(b), or if the Federal agency or pass-through entity fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of \$10,000 (per-unit) may be retained or

sold by the recipient or subrecipient. However, the Federal agency is entitled to an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, \$1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

(3) The recipient or subrecipient may transfer title to the property to the Federal Government or to an eligible third party provided that the recipient or subrecipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient or subrecipient fails to take appropriate disposition actions, the Federal agency or pass-through entity may direct the recipient or subrecipient to take disposition actions.

(f) **Equipment retention.** When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment or authorize a pass-through entity to permit the subrecipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

§ 200.314 Supplies.

See also § 200.453.

(a) Title to supplies acquired under the Federal award will vest upon acquisition in the recipient or subrecipient. When there is a residual inventory of unused supplies exceeding \$10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other Federal award, the recipient or subrecipient may retain or sell the unused supplies. Unused supplies mean supplies that are in new condition, not having been used or opened before. The aggregate value of unused supplies consists of all supply types, not just like-item supplies. The Federal agency or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the cost of the original purchase(s) by the current market value or proceeds from the sale. If the supplies are sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, \$1,000 of the proceeds to cover expenses associated with the selling and handling of the supplies.

(b) Unless expressly authorized by Federal statute, the recipient or subrecipient must not use supplies acquired with the Federal award to provide services for a fee that is less than a private company would charge for similar services. This restriction is effective as long as the Federal Government retains an interest in the supplies or as authorized by Federal statute.

§ 200.315 Intangible property.

(a) Title to intangible property acquired under a Federal award vest upon acquisition in the recipient or subrecipient. The recipient or subrecipient must use that intangible property for the originally authorized purpose and must not encumber the property without the approval of the Federal agency or pass-through entity. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).

(b) To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

(c) The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations in 37 CFR part 401.

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes.

(e)

(1) The recipient or subrecipient must provide research data relating to published research findings produced under the Federal award and that were used by the Federal Government in developing an agency action that has the force and effect of law if requested by the Federal agency in response to a Freedom of Information Act (FOIA) request. When the Federal agency obtains

the research data solely in response to a FOIA request, the Federal agency may charge the requester a fee for the cost of obtaining the research data. This fee should reflect the costs incurred by the Federal agency and the recipient or subrecipient. This fee is in addition to any fees the Federal agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings mean:

- (i) Research findings published in a peer-reviewed scientific or technical journal; or
- (ii) Research findings publicly cited by a Federal agency in developing an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. Research data does not include any of the following:

- (i) Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (for example, laboratory samples).
 - (ii) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - (iii) Personnel, medical, and other personally identifiable information that, if disclosed, would constitute an invasion of personal privacy. Information that could identify a particular person in a research study is not considered research data.
- (f) Federal agencies should work with recipients to maximize public access to Federally funded research results and data in a manner that protects data providers' confidentiality, privacy, and security. Agencies should provide guidance to recipients to make restricted-access data available through a variety of mechanisms. FOIA may not be the most appropriate mechanism for providing access to intangible property, including Federally funded research results and data.

§ 200.316 Property trust relationship.

Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal agency or pass-through entity may require the recipient or subrecipient to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide 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 requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth

§ 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must 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. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

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

§ 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

§ 200.334 Record retention requirements.

The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. Federal agencies or pass-through entities may not impose any other record retention requirements except for the following:

(a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.

(b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.

(d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency.

(e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award.

(f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:

(1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.

(2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented

by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, 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 Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) **General Reporting Requirement.**

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) *Proceedings About Which You Must Report.*

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) *Reporting Procedures.* Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) *Reporting Frequency.* During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) *Definitions.* For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding

Attachment 1 - Contract Provisions for Contracts Under Federal Awards

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

PROPOSAL NUMBER:25-0425-RFP

PROPOSAL TITLE: Management, Administration & Implementation of Community Development Block Grant – Disaster Recovery (CDBG-DR) Program

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are 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 [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in 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 is 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 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

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Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict

of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor

Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must 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.
- (6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

(g) Information regarding certified M/WBE firms can be obtained from:

- ☐ Florida Department of Management Services (Office of Supplier Diversity);
- ☐ Florida Department of Transportation;
- ☐ Minority Business Development Center in most large cities; and
- ☐ Local Government M/DBE programs in many large counties and cities

Attachment 2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee *Name *Street 1 *Street 2 *City *Zip Tier _____, <i>if known</i> : *State Congressional District, if known :		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> :
8. Federal Action Number, if known :		9. Award Amount, if known : \$
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <i>(last name, first name, MI) :</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i>

1. (See reverse for public burden disclosure.)

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Scott Keller Title: Partner Telephone No.: 202.746.4634 Date: 06/26/2025
Federal Use Only:	
Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

2. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
3. Identify the status of the covered Federal action.
4. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
5. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
6. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
7. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
8. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
9. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment 3 - FEMA Grant Provisions

FEMA GRANT FUNDING CONDITIONS

PROPOSAL NUMBER: 24-0425-RFP PROPOSAL TITLE: Management, Administration & Implementation of Community Development Block Grant – Disaster Recovery (CDBG-DR) Program

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated

below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
- ii. advertising; layoff or termination; rates of pay or other forms of compensation;
- iii. and selection for training, including apprenticeship. The contractor agrees to
- iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
- v. nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees

- i. placed by or on behalf of the contractor, state that all qualified applicants will
- ii. receive consideration for employment without regard to race, color, religion,
- iii. sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste

Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule:

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

7. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

8. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

11. **Statutorily or administratively imposed SLTT geographic preferences:** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. 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.

12. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:**

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or

services; interconnection arrangements; roaming; substantial or essential component; and telecommunications

equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No.

115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use

grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency

to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as

critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user

data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or

essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor

is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph

(d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if

applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE)

code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler

number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available

information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it

undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts

that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other

contractual instruments.”