

**City of Homestead
FISCAL YEAR 2015-2016
SURPLUS FUNDS**

Request for Application Cover Page

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)



Submit to:

**City of Homestead
Finance Department
100 Civic Court, Suite 244
Homestead, Florida 33030
ATTN: CDBG Non-Profit Grant Program**

Submitted By: _____

Proposal Title: _____

SENIOR CITIZEN PUBLIC SERVICE ACTIVITIES AT PHICHOL WILLIAMS CENTER

SUBMIT BY

FOR OFFICE USE ONLY

Proposal ID: _____ Amount Requested: \$ _____
Date Received: _____ Recommendation: \$ _____

City of Homestead Request for Application Entitlement Funds

I. INTRODUCTION

City of Homestead is soliciting proposals from organizations for public service projects that will benefit senior citizens. The project must be operated at the Phichol Williams Community Center located at 951 SW 4th Street, Homestead, FL 33030. The project will be funded under the City's FY 2015-2016 Community Development Block Grant (CDBG) programs Surplus Funds.

The CDBG program is funded by the U.S. Department of Housing and Urban Development (HUD). Through this program, HUD provides entitlement funds to the City to fund a variety of projects which aid in the development of viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, primarily for persons of low and moderate income.

****PLEASE NOTE****

THE PUBLIC SERVICES MUST BE PROVIDED TO SENIOR CITIZENS IN THE CITY OF HOMESTEAD AND THE SERVICES MUST BE RENDERED AT PHICHOL WILLIAMS COMMUNITY CENTER.

Surplus Funds Allocated for Project	
ACTIVITY	AMOUNT
Public Service	\$46,041
Total	\$46,041

II. APPLICATION INFORMATION

General Instructions

For funding consideration, all projects must meet the general eligibility requirements listed below.

1. Organizations must be located in the City of Homestead or provide services within the City of Homestead.

2. Organizations must be public organizations, non-profit organization or one with an IRS 501 (C) 3 designation.
3. All applicants should expect to adhere to the terms of the attached sample contract.
4. In addition, proposed **CDBG** projects must meet one of the three CDBG National Objectives:

Low Mod Income

Limited Clientele - Senior Citizen Activity

CDBG Eligible Activities requested:

Public Service Activities

Agencies and organizations responding to this Request for Application (RFA) must complete the attached funding application.

One (1) original clearly marked as “Original” and four (4) copies of the completed application package and all attachments, exhibits, and supplementary information must be submitted to:

**City of Homestead
Finance Department
100 Civic Court, Suite 244
Homestead, FL 33030
ATTN: CDBG Non-Profit Grant Program**

**APPLICATION MUST BE RECEIVED BEFORE 2:00 P.M.
March 25, 2016**

The application must be **typed** (not handwritten). Incomplete applications or applications submitted after the published deadline will not be considered. Once submitted, no proposal shall be amended, unless the amendment has been requested by the City. The City reserves the right to contact the applicant if additional information is required.

Applicants requiring information regarding the regulations governing the CDBG program, or technical assistance with this application or other help should contact the City of Homestead Finance Department at 305-224-4547. This application package is also available on City of Homestead website at www.cityofhomestead.com/cdbg.

III. GENERAL REQUIREMENTS

A. Operating Agreement

Non-profit agencies and organizations approved for funding will be required to sign an agreement with the City in order to ensure compliance with the CDBG grant program. Funds may not be obligated until the agreement is accepted and signed by all parties.

B. Indemnification

Non-profit agencies and organizations approved for funding must agree to defend, indemnify, and hold harmless the City, its officers, agents and employees from and against all liability, claims, demands, damages, losses and expenses, including attorneys' fees, original and on appeal, arising out of, or related in any way to the performance of the agreement.

C. Insurance

Agencies and organizations approved for funding will be required to obtain insurance coverage, which shall contain a provision, which forbids any cancellation, changes or material alterations without prior notice to the City at least thirty (30) days in advance. The insurance coverage shall be evidenced by an original certificate of insurance provided to the City prior to the execution of the agreement. The required insurance will be specified in the written agreement.

D. Program Monitoring

Applicants approved for funding will be required to maintain documentation of project implementation and submit required information necessary to monitor program accountability and progress in accordance with the terms and conditions of the agreement. Monitoring will include, at a minimum, monthly monitoring reports, on-site monitoring and compliance reports and records as specified in the contractual agreement.

E. Notification

All applicants will be notified with an award or denial notification. Receipt of an award letter is not a guarantee of funding. Please be aware that past funding does not guarantee future funding or funding at the same level as previous awards.

IV. PROJECT CONSIDERATIONS

Applicants are encouraged to develop a program that has a substantial and comprehensive effect on the needs and conditions identified in their application(s). The following factors must be taken into consideration before preparing an application and should be clearly demonstrated in the application.

1. The proposed project will produce a substantial impact for the community within a reasonable period of time that will have a long-term effect and not rely on future federal funding to implement or maintain the activity, program or service.
2. The proposed project is economically feasible and implementation will occur in Fiscal Year October 1, 2015 through September 30, 2016. The project will be completed in a timely and cost-effective manner. The project has sufficient funds identified and/or allocated to complete the project. After grant awards are approved by Mayor and Council, final approval to proceed with the project is usually received in the spring of the grant fiscal year.

3. The proposed activity complies with one of HUD’s national objectives. (See Application Information, General Instructions). The proposed activity or service will complement and not duplicate planned or existing activities or services.
5. The proposed activity does not require displacement of individuals or produce any adverse effects to the community or environment. (As applicable)
6. Applicant has the administrative capacity and experience to plan and implement the proposed activity or service.
7. Applicants that are faith based or religious organizations agree to follow the guidelines established in the accompanying "Acknowledgement of Religious Organization Requirements" form by fully executing and including the document with this application.
8. Applicant has the financial capacity to continue operations until pay requests are processed by the Finance Department.

V. CRITERIA FOR EVALUATION OF PROPOSALS
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Proposals for the FY 2015-2016 CDBG program will be evaluated, scored and ranked based on the following criteria and point system.

City of Homestead Finance Department utilizes evaluation forms with a set of specific criteria to evaluate all requests for competitive grant funding. In addition to the determination of eligibility per HUD regulations, the evaluation form includes the categories as listed below. All applications for grant funding will be scored and ranked based upon the following criteria:

CRITERIA	MAXIMUM POINTS
Demonstrated Need	10
Proposed Outcomes	20
Readiness to Implement	20
Organizational Capacity	30
Financial Management	30
Evaluative Measures	5
Application Completeness	5
TOTAL	120

EVALUATION CRITERIA

A. Description of Categories

1. Demonstrated Need: (Maximum Points: “10”)

The category will be evaluated in terms of the documentation and justification of the need for the activity.

- Has articulated a rationale for the project related to the project’s purpose(s). The applicant should explain how the project will address the stated national objectives

- Has determined the demand for the project. This may include a market analysis of the target population and/or community (ies)

2. Proposed Outcomes: (Maximum Points: “20”)

The category will be evaluated in terms of the goals, objectives and activities planned to complete the activity, the numbers served versus the cost and the sustainability of the activity.

- Project Goals and Objectives respond to identified problems, needs, and community demand as determined by the applicant
- Project Goals, Objectives and Activities should be achievable, measurable, time-limited, and clearly stated
- Project Goals, Objectives and Activities evidence the project’s value and facilitate the applicant’s organizational goals and objectives
- Work Plan clearly constructed and complete; to provide a clear understanding as to how the project will be implemented
- Has demonstrated an understanding of the obstacles that may be encountered in developing and implementing the project, and describes, in detail, the approaches that will be employed to overcome such obstacles

3. Readiness to Implement: (Maximum Points: “20”)

The category will be evaluated on the basis of the ability to commence the project and expend funds within the program year.

- Has listed tasks in a logical order that demonstrate a feasible work plan
- Has identified staff, board members, partners responsible for implementation
- Has available resources needed to implement proposed activity
- Has demonstrated ability to complete projects or tasks in a timely manner

4. Organizational Capacity: (Maximum Points: “30”)

The category will be evaluated on the basis of the applicant’s experience, and experience in undertaking projects of similar complexity as the one for which funds are being requested.

- Demonstrates capability, experience, and knowledge (i.e. managerial and technical) to implement the project
- Roles and responsibilities are clearly defined and there is documentation that each member understands and accepts its role
- Identifies and describes contributions of key project personnel, including the specific respective roles, time commitment., contributions, services provided and memorandums of agreement may be provided
- Demonstrates success from past performance with grant funding
- Commitment to the project by participating institutions, professional staff or other key institutions or individuals
- Anticipated cost participation including direct funding, in-kind and staffing support after federal funding ends
- Evidence of long-term commitment/project “buy in” at high levels and community support

5. Financial Management: (Maximum Points: “30”)

The category will be evaluated by the applicant's ability to demonstrate their plans to sustain the project; utilize funds and manage them appropriately and leverage sources of funds.

- Ten (10) of the thirty (30) points will be awarded if matching funds are provided. Matching funds are not required.
- Costs of implementing the work plan are congruent with the proposed budget
- Budget reflects an understanding of the required costs to implement and maintain the project
- Need for equipment, supplies, contractual services, and other budget items are well justified in terms of the project goal(s), objectives, and proposed activities
- Outlines a realistic plan for sustainability after government support ends
- Documents ability to secure other sources of funding
- Demonstrates an established accounting system
- Demonstrates the financial ability to fund the project until reimbursement

6. Evaluative Measures: (Maximum Points : "5")

The category will be evaluated on the applicant's ability to collect data to measure the outcomes of the activities and the project as a whole.

- Provides a clear evaluation plan with performance measurements
- Demonstrates long term support of project
- Demonstrates how outcome measures will meet national or program objectives
- Evaluation plan demonstrates "value-added" or "community value" to City of Homestead

7. Application Completeness: (Maximum Points: "5")

The category will be evaluated on the applicant's thoroughness and completeness. Applications that have not been signed by the appropriate person or handed in on deadline will not be considered.

- Application is signed
- Application received by deadline
- All necessary exhibits are attached
- All questions have been answered

CITY OF HOMESTEAD FISCAL YEAR 2015/2016
SURPLUS FUNDS GRANT APPLICATION COVER CHECKLIST

Submit the following pages in the order outlined below plus required exhibits and any attachments.

APPLICATION CHECKLIST

- Request for Application Cover Page**
- Grant Application Cover Checklist**
- Applicant Information**
- Certifying Representative**
- Project Description**
 - Map
- Demonstrated Need/Project Outcomes**
- Scope of Services**
- Readiness to Implement**
 - Proposed Project Timetable
- Organizational Capacity**
- Budget/Financial Management/Leveraging**
 - Budget
- Match/Leverage**
- Audit/Financial Statements for the past two years**
- Evaluative Measures**
- Environmental Issues Questionnaire**
- Exhibits (#1-13)**
 - 1. 501 (c) (3) IRS Tax Exemption Letter
 - 2. Articles of Incorporation
 - 3. By-Laws
 - 4. Organizational Chart
 - 5. List of Current Board of Directors
 - 6. Resumes, Pay Scales with Job Descriptions
 - 7. State of Florida Certificate of Good Standing
 - 8. Board Resolution authorizing submittal of grant application
 - 9. Most recent financial statement
 - 10. Acknowledgement of Religious Organization Requirements (attached)
 - 11. Debarment letter (attached)
 - 12. Match/Leverage Award Letters/Evidence of Fund Availability (if applicable)
 - 13. Procurement Policy (if applicable)
 - 14. Letters of Support (if applicable)

**CITY OF HOMESTEAD
FINANCE DEPARTMENT
GRANT APPLICATION**

APPLICANT INFORMATION

Organization Name: _____

Organization Mailing Address: _____

Physical Address if different: _____

Phone: _____

Contact Person/Title: _____

Contact Email Address: _____

Phone: _____

Federal Tax ID #: _____

DUNS #: _____

CCSR#: _____

DUNS numbers are required in order to receive Federal funds and may be obtained by calling 1-866-705-5711, or via internet at <http://fedgov.dnb.com/webform>.

Category of funding Request (select one):

CDBG FUNDING

Public Service Activities - Check the activity to be undertaken:

Public Service for Seniors Citizens

1. Is your organization a private non-profit with 501(c) (3) status? Yes No

Years in Operation: _____

2. If your organization or agency faith based? Yes No

Identify national or state affiliation and provide your mission statement. Please state the primary activities currently provided by your organization. All faith-based organizations must complete and attach Acknowledgement of Religious Organization Requirements. **(Exhibit 10)**

3. List recent agency accomplishments.

Agency Organizational Information:

4. Agency has annual board orientation & training policy? Yes No

5. Agency has written personnel, fiscal/procurement & implemented policy?* Yes No
*Homestead Finance Department will review item 5 upon award.

6. Agency has a written operating procedures manual? Yes No
* Homestead Finance Department will review item 6 upon award.

7. Agency agrees to participate in the Continuum of Care Homeless Management Information System (HMIS) process? Yes No

Agency agrees to the Data Quality Standard of HMIS? Yes No

8. If currently funded by the City of Homestead, has the agency submitted monthly reports and met its contractual requirements in a timely manner?

Submitted all reports and met all performance objectives.

Submitted most of the required reports on time and met some performance objectives.

Submitted less than half of the required reports on time; have had project delays or unresolved monitoring findings.

Agency Financial Information

Agency maintains the following records:

9. Cash Receipts Journal Yes No

10. Cash Disbursements Journal Yes No

11. General Ledger Yes No

12. Charts of Accounts Yes No

13. Payroll Journal and Individual Payroll Records Yes No

14. Individual Personnel Files Yes No

15. Written Procurement Procedures Yes No

16. Capital Inventory Yes No

17. Written Travel Policy Yes No

18. Property Control Policy and Records Yes No

19. Has the agency submitted a prior year external audit and resolved any audit findings?

Agrees to submit audits every year during contract.

Latest Audit attached

CERTIFYING REPRESENTATIVE

(Person authorized to sign contract, if approved)

To the best of my knowledge and belief, data in this proposal is true and correct.

I have been duly authorized to apply for this funding on behalf of this agency. I understand that this grant funding is conditioned upon compliance with federal CDBG regulations and/ or state regulations.

I agree to provide all Homeless Management Information System (HMIS) information as required and in the format and collected each time a person uses provider's services.

I grant City of Homestead Finance Department access, with notice, to review agency records, make site visit(s), and make other inquiries related to this application.

Name/Signature:

(Please Print)

(Signature)

Title: _____

Date Signed: _____

(Insert your Organization's Name and Project Name)

PROJECT DESCRIPTION

Project Name: _____

Public Service Provided _____

Amount of Funding Requested: \$ _____

Total Project Cost: \$ _____

1. Provide a brief summary of the proposed activity. Include map if site specific.

2. Has work begun on any part of this project? Yes No
If yes, please describe. (i.e. has the contracted activities been competitively bid? Is the contractor a certified Section 3 business?)

3. Explain why CDBG funds are needed for this activity.

4. List any MBE/WBE (minority business enterprises/woman business enterprises) or DBE (disadvantaged business enterprises or Section 3) expected to be utilized in this activity.

5. Total number of persons to benefit directly from this activity:

What is the targeted income range for this activity?

How will applicants/beneficiaries be deemed eligible for this activity?

How will applicants/beneficiaries be income qualified for this activity?

6. If a waiting list of clients to be served is maintained, please describe the method of selection, ranking or preference if any.

DEMONSTRATED NEED/ PROPOSED OUTCOMES

1. What is the need or problem your agency intends to address?
Describe the problem using local data & information.

2. List your goals/objectives, activities to implement and expected outcomes.
(# of units; # of individuals; etc).

3. Describe the service area/neighborhood and how you will reach out to the target population.

4. Please describe any anticipated obstacles you may encounter and how you expect to overcome them?

SCOPE OF SERVICES

PROJECT DESCRIPTION (please be brief)

BUDGET:

Line Item	Federal Funds

Total: _____

WORK SCHEDULE: Time frame for completion of the outlined activities shall be:

Milestone	Deadline

OUTCOME PERFORMANCE MEASUREMENTS:

PERFORMANCE OBJECTIVE	PERFORMANCE MEASURE	ACTIVITY	INDICATORS/NUMBERS PROJECTED

READINESS TO IMPLEMENT

1. Describe specific steps the organization will take to implement the proposed project.

Project Tasks	Start Date	End Date

2. Who will be responsible to carry out these special steps?

3. What are the resources you currently have available to implement this activity?

4. What projects have your organization completed in the past two years in a timely manner? Be specific.

BUDGET

TOTAL PROJECT BUDGET

	Federal funds	In-Kind	Other Funds	Funding Sources
	\$			
	\$			
	\$			
	\$			
	\$			
TOTAL PROJECT COST:				

FINANCIAL MANAGEMENT/LEVERAGING

1. Have other funding sources been identified and secured? Yes No

Indicate status of each funding request from other sources and whether or not the implementation of this activity is contingent on receiving funds from other sources.

2. Attach award letter and/or letter of intent for each funding commitment and date of funding availability.

3. Of the total project cost, what percentage has been, or will be financed with CDBG?

CDBG Funding _____ (divided by) Total Project Cost _____ = Percentage

\$ _____ (divided by) \$ _____ = _____ %

(\$ amount requested)

(Total project cost)

4. Determine the amount of funds used per person, by dividing the total funds requested by the

number of persons directly benefiting:

5. Can you provide evidence of long term support for this project? Can this project continue after this round of funding? Explain how the project is sustainable.

6. Explain the management and financial ability of your organization to provide financial oversight for grant funds.

7. Explain how your organization will provide funding for your proposed project during the reimbursement process. Include all funding sources for your proposed project.

MATCH/LEVERAGE

All applicants are encouraged to provide leverage funds. Leverage will positively impact the application. Leverage must be provided during the term of the agreement.

Check with the City of Homestead Finance Department staff to determine eligible forms of match.

Please check one or more of the following eligible contributions:

- cash contributions state or local grants_____
- private loans fund-raising monies
- other federal grants *(cannot be used for match)
- value of land or real property (specify who owns the land or real property)
- value of in-kind contribution, including donated material or building; and value of lease on a building (staff time is excluded)

AUDIT/FINANCIAL STATEMENTS

1. Does your organization have an established accounting system? Yes No

If yes, please provide a certification from a Certified Public Accountant.

2. Attach one copy of the signed annual financial statement for each of the past two years.

EVALUATIVE MEASURES

1. Provide an evaluation plan that includes specific performance measurements.

2. What strategies will you implement to collect the data necessary to analyze your results?

3. What impact do you expect to have on your target audience and the community?

4. Include any letters of support for your project from your community or local partners.

Environmental Issues

Check the appropriate item to the best of your knowledge as it pertains to the proposed activity.

- a. Project/property is located on a historical or archeological site. Yes No
- b. Project/property is in the 100-year flood plain. Yes No
- c. Project/property is in a wetlands area. Yes No
- d. Project/property is in a coastal barrier area. Yes No
- e. Project/property is within a half-mile of an airfield. Yes No
- f. Project/property is near storage or manufacturing facility of industrial products. Yes No
- g. Project/property is on or near soil contaminated by diesel/fuel or gasoline. Yes No
- h. Is the proposed activity expected to impact the environment in any negative manner or pose a hazard or nuisance? Yes No
- i. Are any endangered or threatened or listed species located on the proposed project site? Yes No j.

Are there any environmental concerns or impediments associated with the proposed activity?

If yes, please provide detail.

Yes

No

- k. Is the proposed activity expected to adversely affect the environment? Yes No
- l. Project/property is on a properly zoned site. If not properly zoned, please explain. Yes No
- m. Project/property is on or near soil contaminated by diesel/fuel or gasoline. Yes No

Note: If any of the above items is marked yes, please provide an explanation of how the proposed project is affected and the expected impact on the surrounding environment.

REQUIRED EXHIBITS

Please attach and label as follows:

- Exhibit 1. Copy of 501(c) (3) Certificate from IRS
- Exhibit 2. Articles of Incorporation
- Exhibit 3. By-Laws
- Exhibit 4. Organizational Chart
- Exhibit 5. List of Current Board of Directors
- Exhibit 6. Resumes, Pay Scales with job Descriptions
- Exhibit 7. State of Florida Certificate of Good Standing
- Exhibit 8. Board Resolution authorizing submittal of grant application
- Exhibit 9. Most recent financial statement
- Exhibit 10. Acknowledgement of Religious Organization Requirements
- Exhibit 11. Debarment letter
- Exhibit 12. Match/Leverage Award letters/Evidence of Fund Availability (if applicable)
- Exhibit 13. Procurement Policy (if applicable)
- Exhibit 14. Letters of Support (if applicable)

CITY OF HOMESTEAD, FL. FY 2015 MEDIAN FAMILY HUD INCOME GUIDELINES EFFECTIVE March 6, 2015

Household Size	30% of MFI Extremely Low	50% of MFI Very Low	80% of MFI Low
1	14,250	23,700	37,950
2	16,250	27,100	43,350
3	20,090	30,500	48,750
4	24,250	33,850	54,150
5	28,410	36,600	58,500
6	32,570	39,300	62,850
7	36,730	42,000	67,150
8	40,890	44,700	71,500

Exhibit 10

Acknowledgement of Religious Organization Requirements

In accordance with the First Amendment of the United States Constitution "church/state principles," CDBG assistance may not, as a general rule, be provided to primarily religious entities for any secular or religious activities.

Therefore, the following restrictions and limitations apply to any provider which represents that it is, or may be deemed to be, a religious or denominational institution or an organization operated for religious purposes which is supervised or controlled by or operates in connection with a religious or denominational institution or organization.

A religious entity that applies for and is awarded CDBG funds for public service activities must agree to the following:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference to persons on the basis of religion.
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
4. The portion of a facility used to provide public services assisted in whole or in part under this agreement shall contain no sectarian or religious symbols or decorations; and
5. The funds received under this agreement shall be use to construct, rehabilitate or restore any facility, which is owned by the provider and in which the public services are to be provided. However, minor repairs may be made if such repairs are directly related to the public services located in a structure used exclusively for non-religious purposes and constitute in dollar terms, only a minor portion of the CDBG expenditure for the public services.

I hereby acknowledge that I have read the specific requirements contained in this attachment and that eligibility of my organization's project depends upon compliance with the requirements contained in this agreement.

Signature: _____ Date: _____
Printed name and title _____

Notary
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2014

By _____ who is (personally known) or (produced identification) state type of identification _____

Signature of Notary Public _____
Print Name _____

State of Florida
County of _____ (stamp)

Exhibit 11

INSTRUCTIONS CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AGREEMENTS/SUB-AGREEMENTS

1. Each non-profit/contractor of federal financial and non-financial assistance that equals or exceeds \$100,000 in federal monies must sign this debarment certification prior to agreement execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither City of Homestead Finance Department nor its agreement non-profit/contractors can contract with subcontractors if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The non-profit/contractor shall provide immediate written notice to the grant manager at any time the non-profit/contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the grant manager for assistance in obtaining a copy of those regulations.
5. The non-profit/contractor further agrees by submitting this certification that, it shall not knowingly enter into any sub-agreement with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The non-profit/contractor further agrees by submitting this certification that it will require each subcontractor of agreements and/or contracts referencing this contract whose payment will equal or exceed \$100,000 in federal monies, to submit a signed copy of this certification with each sub-agreement.
7. City of Homestead Finance Department may rely upon a certification by a nonprofit contractor or subcontractor entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting or subcontracting unless the department knows that the certification is erroneous.
8. The non-profit/contractor may rely upon a certification by a subcontractor entity that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the non-profit/contractor knows that the certification is erroneous.

9. The signed certifications of all subcontractors shall be kept on file with non-profit/contractor.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION AGREEMENTS/SUB-AGREEMENTS**

Exhibit 11

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

- (1) The prospective non-profit/contractor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with City of Homestead Finance Department by any federal department or agency.
- (2) Where the prospective non-profit/contractor is unable to certify to any of the statements in this certification, such prospective non-profit/contractor shall attach an explanation to this certification.

Signature_____

Date_____

Name and Title of Authorized Individual
(Print or type)

Name of Organization

SAMPLE

SUBRECIPIENT CONTRACT

SAMPLE

SUBRECIPIENT AGREEMENT BETWEEN _____, A NOT-FOR-PROFIT ORGANIZATION, AND THE CITY OF HOMESTEAD FOR THE DISTRIBUTION OF FUNDS AWARDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

THIS AGREEMENT, entered into this ____ day of ____ 2015 by and between the City of Homestead, Florida, a municipal corporation hereinafter referred to as the "CITY", and _____, a 501(c)(3) non-profit organization hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, the CITY submitted an application for CDBG Entitlement funding through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has awarded the CITY a grant to assist the CITY in providing benefits to low and moderate income residents in accordance with the CITY's Consolidated Plan (the "Award"); and

WHEREAS, the CITY issued a Notice of Available Funding soliciting applications from non-profit organizations seeking funds for the improvement of public facilities that serve low and moderate income residents of the CITY (the "Notice"); and

WHEREAS, the SUBRECIPIENT is a responsible respondent to the Notice; and

WHEREAS, the CITY desires to grant a portion of the Award to the SUBRECIPIENT for _____, as identified in Exhibit "A" Scope of Work, in order to accomplish the goals established in the CITY's Consolidated Plan.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

1. **Incorporation.** The above recitals are true and correct and are hereby incorporated into this Agreement.

ARTICLE ONE: DEFINITIONS

1.1 "CDBG Consultant" means personnel as agents acting on behalf of the CITY that will provide project delivery services to the CITY's Community Development Block Grant (CDBG) Program.

1.2 "CDBG Program" means the CITY's Community Development Block Grant Program.

SAMPLE

1.3 "CDBG Regulations" means 24 CFR 570.

SAMPLE

- 1.4 "CITY" means the City of Homestead, Florida, a municipal corporation of the State of Florida.
- 1.5 "Community Development Office" means the CITY of Homestead, Florida.
- 1.6 "Low and Moderate-Income" means those who fall within the income range set by HUD for participating in the CDBG program. The HUD income range is contained in **Exhibit C**.
- 1.7 "Low and Moderate Income Facility" means the building(s) that are to be repaired using CDBG funds as outlined in Exhibit "A": Subrecipient Scope of Work and, as such, are owned by or under the control of the SUBRECIPIENT, and are used to provide services to those who are Low and Moderate-Income.
- 1.8 "Program income" means only those funds generated by the SUBRECIPIENT from the use of CDBG funds.
- 1.9 "Project" means the improvement of SUBRECIPIENT'S facilities in accordance with the Scope of Work enumerated in Exhibit "A" of the Agreement.
- 1.10 "Project Delivery" means the management and implementation of the specific activities funded through this SUBRECIPIENT Agreement, including the enforcement of applicable rules and regulations related to the CDBG program, but does not include actual construction or design.
- 1.11 "Non-expendable property" means is tangible personal property having a useful life of one year and an acquisition cost of \$5,000 or more per unit.

ARTICLE TWO: SUBRECIPIENT

- 2.1 The SUBRECIPIENT, shall carry out or cause to be carried out the Scope of Work which is attached hereto as Exhibit "A" and made a part hereof.
- 2.2 The SUBRECIPIENT shall, in consultation with the CDBG Consultant develop a schedule for the completion of the Project which shall be attached hereto as Exhibit "B" (the "Schedule"). Modifications of the Schedule shall be made with the mutual consent of both parties.
- 2.3 SUBRECIPIENT shall provide the CITY with monthly progress reports detailing the rate of completion of the Project.
- 2.4 SUBRECIPIENT shall complete the Project in accordance with CITY and HUD guidelines.

SAMPLE

ARTICLE THREE: CITY'S RESPONSIBILITIES

- 3.1 The CDBG Consultant shall provide the SUBRECIPIENT with technical guidance on behalf of the CITY in order to ensure compliance with all CDBG Regulations.

ARTICLE FOUR: AWARD, DISTRIBUTION, LIMITATION OF COSTS

- 4.1 The CITY shall allocate grant funds in an amount not to exceed _____ Dollars and Zero Cents (\$_____.00) for the completion of the Project (the "Grant").
- 4.2 The financial obligation of the CITY for the completion of the Project shall be limited to the Grant. SUBRECIPIENT shall be solely responsible for all costs associated with the Project exceeding the Grant unless otherwise specified in writing by the CITY.
- 4.3 All improvements specified in Exhibit "A": Subrecipient Scope of Work shall be competitively bid by SUBRECIPIENT in accordance with federal requirements and utilizing a bid procedure approved by the CITY. The SUBRECIPIENT shall enter into contract for completion of the Project with the lowest responsive and responsible bidder.
- 4.4 SUBRECIPIENT shall provide CITY with monthly invoices from contractors engaged by SUBRECIPIENT to complete the Project. The CITY shall, upon receipt, review the invoices to ensure that all expenditures comply with CDBG Regulations. The City may advance funds to the SUBRECIPIENT if absolutely necessary. Such advances will be partial payments and will be issued in a case-by-case basis and must be approved in advance.

ARTICLE FIVE: PAYMENTS

- 5.1 Invoices that have been reviewed and approved by the SUBRECIPIENT, the CDBG Consultant and the CITY shall be paid by the CITY directly to the contractor performing the work, utilizing CDBG funds. Payments for approved expenditures shall adhere to the payment schedule contained in the contract between the SUBRECIPIENT and the contractor.
- 5.2 The CITY shall not make payment for administrative costs incurred by the SUBRECIPIENT or a contractor thereof unless required to carry out the public services.

SAMPLE

ARTICLE SIX: COMPLIANCE WITH STATE AND FEDERAL RULES, REGULATIONS AND LAWS

- 6.1 SUBRECIPIENT shall provide all required information and documentation necessary for the CITY to demonstrate compliance with all applicable state and Federal laws, rules, regulations and orders including but not limited to:
- 6.2 **24 CFR Part 570, as amended** - The regulations governing the expenditure of Community Development Block Grant funds.
- 6.3 **24 CFR Part 58** - The regulations prescribing the Environmental Review procedure.
- 6.4 **36 CFR Part 800** - The regulations outlining the procedures for the protection of historic and cultural properties.
- 6.5 **24 CFR Part 1** - The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
- 6.6 **24 CFR Part 107** - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
- 6.7 **Executive Order 11246, as amended by Executive Orders 11375 and 12086** - which establishes hiring goals for minorities and women on projects assisted with federal funds.
- 6.8 **Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972** - which prohibits discrimination in employment.
- 6.9 **24 CFR 135** - Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
- 6.10 **Age Discrimination Act of 1973**
- 6.11 **National Flood Insurance Act of 1968**
- 6.12 **Contract Work Hours and Safety Standards Act**
- 6.13 **Lead Based Paint Poisoning Preventive Act**
- 6.14 **Section 504 of the Rehabilitation Act of 1973**
- 6.15 **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**

- 6.16 **29 CFR Parts 3, 5 and 5a** - Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act. HUD Form 4010, which describes the Davis-Bacon Act, is included as part of this agreement and must be included in all construction contracts funded by CDBG. See Exhibit "D".
- 6.17 **Revised Order Number 4** - Regulations that establish guidelines for the implementation of Executive Order 11246 as amended by Executive Orders 11375, 12086, 41 CFR 60-2.
- 6.18 **Executive Order 11914** - Prohibits discrimination with respect to the handicapped in federally assisted projects.
- 6.19 **Executive Order 11625 and U.S. Department of Housing and Urban Development Circular Letter 79-45** - which prescribe goal percentages for participation of minority businesses in Community Development Block Grant Contracts.
- 6.20 **Copeland Anti-Kickback Act**
- 6.21 **HUD** - required reports, circulars, and procedures, such as the Grantee Performance Report.
- 6.22 **Public Law 100-430** - the Fair Housing Amendments Act of 1988.
- 6.23. **24 CFR 570, Subpart J** - regulations covering standard Granted Administration Procedures. These replace OMB Circular A-102. This subpart includes 24 CFR 570.502.
- 6.24. **OMB Circular A-133** - concerning annual audits.
- 6.25. **OMB Circular A-122** - which identifies cost principals.
- 6.26 **Section 109, Public Law 100-202** - which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.
- 6.27 **24 CFR Part 84** - Uniform Administrative Requirements for Grants and Agreements.
- 6.28 **Florida Statutes**, Sections 290.0401 through 290.048.
- 6.29 The SUBRECIPIENT further agrees to abide by all other applicable laws, rules, regulations and orders that may be applicable to CDBG activities.

SAMPLE

- 6.30 The CDBG Consultant shall provide assistance to the SUBRECIPIENT in the application of these law, rules and regulations as they apply to the SUBRECIPIENT's Scope of Work.

ARTICLE SEVEN: PROJECT PUBLICITY

- 7.1 Any news release or other type of publicity pertaining to the project as stated herein must recognize the CITY as the recipient of U.S. Department of Housing and Urban Development (HUD) grant funds and the entity that provided funds for the project. SUBRECIPIENT shall post a sign at the project site recognizing the CITY as a Recipient of HUD grant funds and as a funding entity for the project.

ARTICLE EIGHT: MAINTENANCE AND RETENTION OF RECORDS

- 8.1 The SUBRECIPIENT shall maintain all records required by the CDBG Regulations and as deemed necessary by the appropriate Office of Management and Budget Circular. All records shall be retained for a period of six (6) years from the date of closeout of the project.
- 8.2 The SUBRECIPIENT shall maintain such records, accounts, property records, and personnel records, as are deemed necessary by the CDBG Consultant to assure proper accounting of project funds and compliance with the provisions of this Agreement.
- 8.3 SUBRECIPIENT shall maintain all necessary financial records as required by CDBG Regulations. SUBRECIPIENT shall retain a copy of all invoices received and warranties for all items purchased during the completion of the Project.
- 8.4 The SUBRECIPIENT shall collect information recording the eligibility of all beneficiaries of the Award (the "Beneficiaries") and shall make this information available to the CITY and the CDBG Consultant in an accurate and succinct format. The data will include the total number of Beneficiaries, their income level, race, age, ethnicity, handicap status, and Female Head of Household data.
- 8.5 All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the CDBG Consultant, CITY, HUD, or Comptroller General of the United States, or other federal agency, may deem necessary. The CITY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency. The SUBRECIPIENT shall retain all of its records and supporting documentation applicable to the Agreement for six (6) years after either the resolution of the final audit or HUD approval of the closeout Grantee Performance Report, whichever is later.

SAMPLE

ARTICLE NINE: INDEPENDENT CONTRACTOR

- 9.1 SUBRECIPIENT is an independent contractor under this Agreement. Personal services provided by SUBRECIPIENT shall be by employees of SUBRECIPIENT and subject to supervision by SUBRECIPIENT, and not as officers, employees, or agents of CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of SUBRECIPIENT.

ARTICLE TEN: CONTRACTS

- 10.1 All contracts entered into by the SUBRECIPIENT in order to facilitate the completion of the Project shall be made in accordance with all applicable laws, rules and regulations governing the expenditure of the Award. Any work or services contracted hereunder shall be specified by written contract or Agreement and shall be subject to each Article set forth in this Agreement.

ARTICLE ELEVEN: PROHIBITION AGAINST CONTIGENT FEES

- 11.1. The SUBRECIPIENT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the grant or making of this Agreement.

ARTICLE TWELVE: INDEMNIFICATION

- 12.1 SUBRECIPIENT shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with SUBRECIPIENT's performance, errors, acts or omissions under any provision of this Agreement including, but not limited to, liabilities arising from contracts between SUBRECIPIENT and third parties made pursuant to this Agreement, except to the extent the losses are caused by or arise out of any negligent act or omission of the CITY, its officers, agents and employees. SUBRECIPIENT shall reimburse the CITY for all its expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or investigation and for any loss

SAMPLE

arising out of, related to, or in any way connected with SUBRECIPIENT's performance, errors, acts or omissions under this Agreement, except to the extent the losses are caused by or arise out of any negligent act or omission of the CITY, its officers, agents and employees.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

- 13.1 This Agreement and its attachments constitute the entire agreement between SUBRECIPIENT and CITY, and all negotiations and oral understandings between the parties are merged herein.
- 13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

ARTICLE FOURTEEN: INSURANCE

- 14.1 The SUBRECIPIENT shall be responsible for assuring that any contractor selected maintains adequate insurance for the activities performed under this Agreement.
- 14.2 The SUBRECIPIENT shall require that any contractor shall maintain in force, between the time that the contractor commences the work provided for in this Agreement and the time that such work is completed and accepted by the City, Comprehensive General Liability Insurance protecting the SUBRECIPIENT for not less than \$200,000/\$300,000 in the event of bodily injury, including death, and \$200,000 in the event of property damage arising out of the contractor's operations under this Agreement, whether such operations be by the contractor, any subcontractors or suppliers engaged by the contractor in connection with such operations, or anyone directly or indirectly employed by either the contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. The City shall be named as additional insured on contractor's general liability policy. Prior to commencing any work, Subrecipient shall provide City with a copy of the contractor's certificate of insurance naming City as additional insured.
- 14.3 Before commencing the work provided for in this Agreement, the contractor shall furnish the CDBG Coordinator with certificates showing that the required insurance is in force. The contractor's insurance policies shall also be submitted to the CDBG Consultant for approval, and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the City.
- 14.4 The SUBRECIPIENT shall also maintain in force, during a period commencing upon the start of construction and concluding upon

SAMPLE

acceptance of the completed construction work by the City, a property and/or builder's risk insurance policy adequate to cover the existing property and the work against damage or loss for which the contractor is not responsible. Coverage shall provide for perils of fire and extended coverage of other forms of damage and/or loss, to the full insurable value of the property.

ARTICLE FIFTEEN: NON-ASSIGNABILITY

15.1 The SUBRECIPIENT may not assign this Agreement without the prior written consent of the CITY. However, should SUBRECIPIENT transfer ownership of SUBRECIPIENT'S facility, SUBRECIPIENT shall assign this Agreement to such subsequent owner and such subsequent owner shall be bound by all the terms and obligation of SUBRECIPIENT, herein.

ARTICLE SIXTEEN: PROGRAM INCOME

16.1 It is not anticipated that there will be program income under this activity; however, in the event that any program income is received during the contract, the SUBRECIPIENT must retain such income for use as specified in this Agreement. Such program income will be immediately reported to the CITY and the reimbursement request of the SUBRECIPIENT will be reduced accordingly.

16.2 If any income is received after the term of this Agreement, or at the end of the year when all remaining items have been budgeted, the program income will be returned to the CITY.

ARTICLE SEVENTEEN: SUSPENSION AND TERMINATION

17.1 In accordance with 24 CFR 85.43, suspension or termination may occur if the SUBRECIPIENT materially fails to comply with any term of this Agreement. The Agreement may also be terminated, by either party, for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience, or partial termination for specified reasons.

ARTICLE EIGHTEEN: CONDITIONS FOR RELIGIOUS ORGANIZATIONS

18.1 CDBG funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 570.200(j) specifies the limitations on CDBG funds, and is herein incorporated by reference.

ARTICLE NINETEEN: CERTIFICATION REGARDING LOBBYING

19.1 The SUBRECIPIENT certifies, to the best of his or her knowledge and belief, that:

SAMPLE

19.2 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

19.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

19.4 The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

ARTICLE TWENTY: DRUG-FREE WORKPLACE REQUIREMENTS

20.1 The SUBRECIPIENT, as a condition of being awarded, must certify that they will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD rules at 24 CFR part 24, subpart F.

ARTICLE TWENTY ONE: ADDITIONAL DOCUMENTATION

21.1 The SUBRECIPIENT, as a condition of being awarded must sign all other documentation required by the CITY, including but not limited to, a SUBRECIPIENT Agreement and Contract for Construction regarding the above-reference property and project as enumerated in the Exhibit "A": Subrecipient Scope of Work.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

SAMPLE

SUBRECIPIENT :

By:

(Sign and Print Name)

Its: _____

GRANTEE:

ATTEST:

CITY OF HOMESTEAD, FLORIDA

By: _____
City Clerk

By: _____
City Manager

Approved as to form and legal sufficiency:

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

By: _____
City Attorney

SAMPLE

EXHIBIT A: SUBRECIPIENT SCOPE OF WORK

The SUBRECIPIENT will use the CDBG funds to _____, The SUBRECIPIENT will use the CDBG funds to _____. The scope of work will involve _____, and other improvements as deemed appropriate.

A work write and bid documents will be prepared to specify the work to be performed and to create a bid document. No work will be undertaken without prior approval of the City of Homestead.

SAMPLE

EXHIBIT B: PROJECT SCHEDULE

March--April:	Execute Contract and Develop Scope of Work
May--June:	Bid Scope of Work and Commence Construction
June--July:	Complete Construction and Close Out Project

SAMPLE

EXHIBIT C

INCOME LIMITS FOR THE CITY OF HOMESTEAD

Family Size	1	2	3	4	5	6	7	8
Income Limits	\$37,750	\$43,100	\$48,500	\$53,900	\$58,200	\$62,500	\$66,850	\$71,150

EXHIBIT D

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 6.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's pay-roll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(II) and the Davis-Bacon poster (W-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representative, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee

within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3. (I) **Payrolls and basic records.** Payrolls (I) and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the regulation of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant,

sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form W-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1). U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(11)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 6.12.

A.4. (I) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate to be eligible for probationary employment as an apprentice). The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program

does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed in the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. **Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Acts Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **(I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(e)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 for with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to title 20 part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such

action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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