



## Solicitation

1. **Solicitation #:** 1600000037

2. **Solicitation Issue Date:** 05/10/2017

3. **Brief Description of Requirement:**

This solicitation is for Monitoring and Compliance Services. The ODOC has contracted out with Seventeen (17) units of local government to carry out 45 individual projects. Based on this number ODOC will be requiring the selected vendor to conduct 100% monitoring of the program. Services will consist of on-site monitoring to ensure the proper expenditure and management of funds. Monitoring will consist of an in-depth review of their financial and programmatic compliance of the Community Development Block Grant-Disaster Recovery program to ensure full CDBG compliance with Federal Register Notice (FRN) Vol. 78, No. 241 Dec 16, 2013 and FRN Vol. 79, No. 106 June 3, 2014.

4. **Response Due Date<sup>1</sup>:** 05/31/2017

**Time:** 3:00PM CST/CDT

5. **Issued By and RETURN SEALED BID TO:**

**Personal, U.S. Postal or Common Carrier Delivery:**

Office of Management and Enterprise Services  
Central Purchasing  
5005 N. Lincoln Blvd., Suite 300  
Oklahoma City, OK 73105

6. **Solicitation Type** (type "X" at one below):

- ☐ Invitation to Bid
- ☒ Request for Proposal
- ☐ Request for Quote

7. **Requesting Agency:** Office of Management and Enterprise Services

8. **Contracting Officer:**

Name: Kearstyn Murphy  
Phone: 405-522-7024  
Email: Kearstyn.Murphy@omes.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")



## Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 1600000037 \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>:**

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: \_\_\_\_\_

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Department of Commerce Agency Number: 160

Solicitation or Purchase Order #: 1600000037

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing

Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 NEGOTIATIONS**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

## **B.1.**

### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will be net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.



- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1.** This contract will be in effect from Date of Award through One Year with the option to renew for one (1) additional one (1) year period at the same terms and conditions
- B.1.2.** Renewals will be dependent upon the availability of funding.
- B.1.3.** As this is a federally funded contract, there is a set dollar amount for the total project. Awarded contract will be awarded and funded at approximately half that amount for the first year and the remaining amount will be funded at renewal.

### **B.2. Extension of Contract**

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

### **B.3. Access to Records**

This clause is in addition to A.20, Audit and Records Clause. The Supplier agrees that books, records, documents, accounting procedures, practices or any other items of the service provider relevant to this Contract are subject to inspection, examination and copying by the Department, its designee, and the Office of the Oklahoma State Auditor and Inspector. Further, the Supplier shall fully cooperate with the Department during investigations of complaints involving patient abuse, neglect, improper treatment or any violation of patient rights. Cooperation shall include, but is not limited to, immediate access to consumers, staff members, facilities, client records, consumer records, or any other records or documents regularly kept by the Supplier.

### **B.4. Advance Payments Prohibited**

The Oklahoma Department of Commerce (ODOC) shall not make payments in advance of or in anticipation of goods or services.

### **B.5. Affirmation**

Supplier, by execution of this Contract, acknowledges and affirms that he/she:

- B.5.1.** Is not a current employee of any agency of the State of Oklahoma
- B.5.2.** Has not been an employee of any agency of the State of Oklahoma within the past twelve (12) months preceding the effective date of this Contract.

### **B.6. Amendments/Contract Modifications**

Any amendments/contract modifications to this contract shall be in writing, dated, and executed by both the Supplier and ODOC. Once the document has been signed/approved by the Supplier and ODOC please refer to A.16 Contract Modification for the remaining procedure.

### **B.7. Assignment and Delegation**

The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without the prior written consent of ODOC. If the Supplier cannot perform the services as identified in this contract, the Supplier will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The terms of this contract shall be included in any subcontract. The Supplier will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. Approval of any subcontract shall not relieve the Supplier of any responsibility for performance under this contract.

### **B.8. Cancellation Clause**

This contract shall be in force until the expiration date or until thirty (30) days after notice has been given by either party of its desire to cancel. Please refer to A.24 Termination for Cause. ODOC shall send a notification of cancellation by certified mail to the business address of record.

### **B.9. Contract Compliance**

- B.9.1.** This clause is in addition to A.24 Termination for Cause and A.25 Termination for Convenience.
- B.9.2.** The Department may terminate the Contract in the event of a material default by Supplier, provided that the Department shall provide written notice to Supplier specifying the default in reasonable detail. Supplier shall have thirty (30) days in which to cure its default, except in the instance of health and safety issues, in which case termination may be immediate. If Supplier fails to cure such default within the relevant cure period, the Department may terminate the Contract and this Operating Agreement by giving written notice to Supplier, specifying the effective date of the termination.
- B.9.3.** The Contract may be terminated by the Department immediately and without prior notice if the Department reasonably determines that the health or safety of the persons served is in imminent jeopardy due to the actions or inactions of Supplier or those under Supplier's control.

- B.9.4.** A default in performance by Supplier for which the Contract may be terminated shall include: failure or refusal to perform, observe and comply with any covenant or agreement according to its terms, conditions and specifications, failure to maintain the care and treatment services in accordance with the Department's rules and regulations and default in payment of state taxes.
- B.9.5.** Termination shall not be the exclusive remedy available to the Department for a default by the Supplier, but shall be in addition to any other rights and remedies provided for by law or equity.
- B.9.6.** The Department shall not be liable for any further payment to Supplier under a contract terminated for the Supplier's defaults after the date of such default as determined by the Department, except for commodities, supplies, equipment or services delivered and accepted on or before the date of default and for which payment had not been made as of that date. Supplier shall be liable to, and shall indemnify and hold harmless, the Department for all liability, cost or damage sustained by the Department as a result of Supplier's default. In the event of a tax lien filed against Supplier, the Department cannot make any payments to Supplier until such tax lien is satisfied.

## **B.10. Monitoring**

The Department will monitor the Supplier's performance of this contract. Supplier shall cooperate with the Department in its monitoring activities and shall comply with Department requests that facilitate such monitoring.

## **B.11. Supplier's Relation to ODOC**

The Supplier is in all respects an independent contractor and is neither an agent nor an employee of ODOC. Neither the Supplier nor any of its officers, employees, agents, or members shall have authority to bind ODOC, nor are they entitled to any of the benefits or worker's compensation provided by ODOC to its employees. Please refer to A.27.

## **B.12. Drug-Free Workplace**

The Supplier certifies it will or will continue to provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and implemented at 45 CFR Part 76, Subpart F for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

## **B.13. Invoicing**

- B.13.1.** Invoices shall be submitted to:

Oklahoma Department of Commerce  
Attn: Accounts Payable  
900 North Stiles  
Oklahoma City, OK 73104-3234  
E-mail: [accountspayable@okcommerce.gov](mailto:accountspayable@okcommerce.gov)

- B.13.2.** ODOC may withhold or delay payment to any Supplier failing to provide required programmatic documentation and/or requested financial documentation.
- B.13.3.** If the Supplier is unable to support any part of its claim to ODOC and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Supplier, the Supplier shall be liable to ODOC for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this section shall be determined within five years of the commission of such misrepresentation of fact or fraud.
- B.13.4.** ODOC may routinely request supporting documentation to validate vendor payments.

## **B.14. Equipment and Other Purchases**

It is understood that no items of equipment, property, or other capital purchases shall be reimbursed under the provisions of this contract.

## **B.15. Event of Default**

This clause is in addition to A.24 Termination for Cause. In the event the Supplier fails to meet the terms and conditions of this contract or to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion may withhold payments claimed by the Supplier or may cancel this contract by written notice of default to the Supplier. Cancellation due to default shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

## **B.16. Failure to Comply Statement**

The Supplier shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Supplier agrees that should it be in noncompliance the contract may be suspended or canceled in part or in whole. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by ODOC.

## **B.17. Financial Audit**

- B.17.1.** A financial statement audit or other engagement is required under the conditions provided below. The type of audit or engagement is determined separately for state and federal funds. State funds include only those received from the Department. Federal funds include those from all sources (federal agencies, the Department, or other entities). The expenditure of federal funds is based on when the activity for the expenditure occurs, not when the

expenditure is made. The Department will notify the Supplier of any federal awards made under this contract. Non-fee for service awards must be accounted for separately from all other funds and awards. The Department reserves the right to require an independent financial statement audit of the Supplier, the cost of which shall be paid by the Supplier.

- B.17.2.** State funds. A state or local governmental entity shall obtain a financial statement audit conducted in accordance with generally accepted governmental auditing standards (Yellow Book). For awards of \$100,000 or more, a nongovernmental contractor shall obtain an audit conducted in accordance with generally accepted auditing standards (basic type).
- B.17.3.** Federal funds (expenditures of \$500,000 or more from all sources). The Supplier shall obtain an audit conducted in accordance with the Single Audit Act of 1984, as revised by the Single Audit Act Amendments of 1996, and OMB Circular A-133. An applicable portion of federal funds (such as the percentage of federal fund expenditures to total expenditures) may be used to pay for this audit when the audit covers all funds and operations of the Supplier. In addition to obtaining a Single Audit, the Supplier shall permit the Department to perform a compliance engagement or have a compliance engagement performed of the Department's federal award(s). Such engagement, if conducted, shall be at the Department's expense.
- B.17.4.** Federal funds (expenditures of less than \$500,000 from all sources). Federal compliance monitoring shall be performed either currently or within the next two (2) years. This monitoring will be done at the direction of the Department for funds received from the Department.
- B.17.5.** Regardless of the above provisions, the Supplier shall submit to the Department a copy of financial audit reports obtained for other reasons. This copy shall include, if present, the additional Yellow Book reports, the additional A-133 reports, and the management letter.
- B.17.6.** Audits under this section shall be performed by independent and properly licensed Certified Public Accountants or Public Accountants, persons working for a licensed certified public accounting firm or for a government auditing organization, or licensed accountants in states that have multi-class licensing systems that recognize licensed accountants other than certified public accountants.
- B.17.7.** Unless otherwise provided, a financial statement audit shall include, in one or more reports, all operations and funds of the Supplier and of any entities or persons related to or affiliated with the Supplier. The audited financial statements of nongovernment entities shall include at least a statement of financial position, a statement of activities, a statement of cash flows, and a statement of functional expenses.
- B.17.8.** If state funds are received under this contract, the audited financial statement report shall also include a supplementary schedule of state awards, which identifies each award, the amount awarded and the total amount received or recognized.
- B.17.9.** The audit(s) shall be for the Supplier's fiscal year(s) during which this contract is in force.
- B.17.10.** The Supplier shall submit one complete copy of its financial statement audit report(s), as required above, to the Department's Internal Audit Division within six (6) months of the close of the Supplier's fiscal year(s). The copy shall include, as applicable, copies of all reports issued pursuant to Office of Management and Budget Circular A-133 and Government Auditing Standards. A management letter, if issued, shall be submitted.
- B.17.11.** The books and records of the Supplier and the work papers of the Supplier's auditor shall be made available, if needed, to the Department's cognizant federal agency, the Department, the Department's auditor, the State Auditor and Inspector, and the Comptroller General of the United States.
- B.17.12.** The due date of a report may be extended for good cause. For an extension to be considered, a request for such must be submitted in writing to the Department's Internal Audit Division on or before the applicable due date.
- B.17.13.** Compliance with the audit provisions of this contract is not considered achieved until the Department has reviewed and accepted the report(s). Failure by the Supplier to timely submit a required report may, upon reasonable notice; result in withholding by the Department of payments otherwise due under the terms of this contract.

## **B.18. Influence**

- B.18.1.** As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 45 CFR Part 93, Section 93.105 and 93.110, the applicant/provider certifies that:
  - B.18.1.1.** 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 any employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement.

## **B.19. No Grant of Authority**

Nothing herein shall be construed as conferring upon Supplier the authority to assume or incur any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of the Department, and Supplier agrees not to assume or incur any such

liability or obligation without the prior expressed written consent of the Department.

## **B.20. No Other Agreement**

Supplier certifies and warrants that it has entered into no other agreement that would prevent performance of the services agreed to herein on the terms and conditions stated. Supplier further certifies and warrants that no such agreement will be entered into during the pendency of this Contract.

## **B.21. Non-Discrimination**

The Supplier is an Equal Opportunity Employer, a provider of services and/or assistance, and assures compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, Executive Orders 11246 and 11375, and the Americans with Disabilities Act of 1990 (Public Law 101 336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

## **B.22. Notices**

Any notices to be given hereunder are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as indicated herein. Either party may at any time designate any other address by giving written notice to the other party.

## **B.23. Other Certifications**

The Supplier certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Sections 1352, Public Law 105-78, and the Single Audit Act of 1984, as applicable.

- B.23.1.** The Contractor shall comply with 24 CFR, Par 570, Community Development Block Grants State Program Final Rule, and OMB Circular A-87, Cost Principles for State and Local Governments, 2C.F.R. 200.326 and 2 C.F.R. Part 200, except as directed otherwise in writing by ODOC, as they relate to the application acceptance and use of federal funds and with the Oklahoma Department of Commerce requirements pursuant thereto, which are published in the ODOC CDBG Project management Guide.

### **B.23.2. Certification by Contractor**

- B.23.2.1.** We agree to notify the State of Oklahoma/Oklahoma Department of Commerce within five (5) business days of any additional or new payments, loans, and awards by FEMA, the Small Business Administration, the State, or any other entity. We have not specifically disclosed in this application. Further, we understand and acknowledge the State of Oklahoma/Oklahoma Department of Commerce right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG-DR award if the funds we receive are determined to be a duplication of the CDBG-DR benefit we are applying for this application.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec. 1001, provides "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies...or make any false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any false or fraudulent or statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both."

- B.23.2.2.** The Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.

- B.23.2.3.** The Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders and any amendments thereto;

#### **B.23.2.3.1. Equal Opportunity**

- a. Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.), which prohibits discrimination on the basis of race, color, or national origin under any program receiving federal funds. HUD regulations are at CFR, Part 1;
- b. Title VII of the Civil Rights Act of 1968 (42 USC 36000-3620, 1988), popularly known as the Fair Housing Act;
- c. Executive Order 11063 (1963) as amended by Executive Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, par 107;
- d. Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin, or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:
  - i. Age Discrimination Act of 1975 (42 USC 6101, et seq., State Program, Final Rule);
  - ii. Section 504 of Rehabilitation Act of 1973 (29 USC 794);

Regulations are at 24 CFR, Par 570.601;

- e. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contract for work in connection with the project be awarded to businesses in or owned in substantial part by residents of the project area. Regulations are at 24 CFR, Par 135;
- f. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with federally assisted construction contract. Regulations are at 24 CFR, Part 130 and 41 CFR, Part 60-1;
- g. Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals and procedures for assuring no otherwise qualified individual with disabilities is , solely on the basis of the disability, denied benefits, subjected to discrimination or excluded from participation in any program or activity receiving federal assistance.

#### B.23.2.3.2. Labor Standards

- a. Davis-Bacon Act (40 USC 276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The Contractor further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required;
- b. Copeland (Anti-Kickback) Act (18 USC 874, 40 USC 176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- c. Contract Work Hours and Safety Standards Act (40 USC 327, et seq.), which requires overtime compensation Regulations are at 29 CFR, Part 5;

#### B.23.2.3.3. Environment

- a. National Environment Policy Act of 1969 (42 USC 4231, et seq.) (NEPA) and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58:
- b. The Contractor's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;
- c. Finding of Exemptions: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activities of Administration and Engineering located in 24 CFR 58.34(a) are exempt activities. Upon execution of this contract the activities of Administration and Engineering require not further environmental review.
- d. Finding of Categorical Exclusion/Not Subject to 24 CFR 58.5: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activity of Purchase of Equipment located in 24 CFR 58.35(b) is a Categorically Excluded activity not subject to 24 CFR 58.5. Upon execution of this contract this activity requires no further environmental review.

#### B.23.2.3.4. Acquisition and Relocation

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and Local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 35;

#### B.23.2.3.5. Lead-Based Paint

Title IV of the Lead-Based Paint poisoning Prevention Act (42 USC 4821, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;

#### B.23.2.3.6. Debarment and Suspension

The Contractor certifies it will require certification from subcontractors that neither the subcontractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489;

B.23.2.3.7. The Contractor certifies that it is in compliance with 25 O.S. 1313(B).

B.23.2.3.8. The patent right to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

#### **B.24. Open Meeting Law**

Supplier shall comply with the provisions of the state's Open Meeting Law.

#### **B.25. Performance Suspension**

Performance may be suspended by either party for any Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this contract by either party shall be grounds for immediate suspension of performance.

#### **B.26. Procurement Integrity**

The Supplier certifies it has not entered into this contract with this or any other state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Supplier or its employees.

#### **B.27. Reports**

The Department may prescribe and require reports from the Supplier during the effective dates of this Contract. All reports, financial and otherwise, required by the Department, shall be in the format as indicated by the Department and may include, but not be limited to, cost reports, expenditure reports, and balance sheets. The Department may, upon reasonable notice, withhold payments otherwise due under the terms of this contract, if the Supplier fails to submit required reports on a timely basis.

#### **B.28. Severability**

If any clause or provision of this contract is illegal, invalid or unenforceable under any present or future law, the remainder of this contract will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

#### **B.29. Unavailability of Funding**

This clause is in addition to A.21 Non-Appropriation Clause. ODOC may reduce the payment to the Supplier in the event a shortfall of state or federal funding occurs by written notice to the Supplier; except that the reduction will not affect payment for work completed prior to notice of the reduction in consideration. The amount decreased from the Supplier's payment shall be at the sole discretion of ODOC and shall not be actionable by the Supplier; however, in the event of a contractual funding decrease, the Supplier reserves the right to negotiate the Statement of Work or terminate the Contract upon thirty (30) days written notice to the other party, or in accordance with the provisions set forth herein.

#### **B.30. Understanding of Terms**

The parties hereto have read and fully understand the terms of this contract and agree to be bound by same.

#### **B.31. Waiver of Breach**

No failure by the ODOC to enforce any provisions hereof after any event of default by the Supplier shall be deemed a waiver of the ODOC rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

#### **B.32. Worker's Compensation and Employer's Liability**

**B.32.1.** This clause is in addition to A.26.

**B.32.2.** The Supplier is required to comply with applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy.

**B.32.3.** The Supplier shall provide evidence of insurability (certificate of insurance), including worker's compensation, automobile insurance, medical malpractice or general liability, as applicable, from the insurance carrier before the commencement of any work. Such policy or policies shall require thirty (30) days advance notice of cancellation be provided to the ODOC contract division.

#### **B.33. Breach of Contract**

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the State cause to cancel this contract on seven (7) days written notice to the Supplier. The ODOC then reserves the right to re-award the contract to the next lowest responsible available Bidder or, should this contract be awarded to multiple vendors, the ODOC may utilize those vendors. In the event of cancellation of this contract, the Supplier shall not be entitled to damages and agrees not to sue the State for damages thereof. After notice of cancellation, the Supplier agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which



may be available to the State because of the cancellation, agrees to indemnify the State for its costs in procuring the services of a new Supplier.

**B.34. Minor Deficiencies or Informalities**

**B.34.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

**B.34.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Bidders, or are not a cause for bid rejection.

**B.35. Disclosures Regarding Lobbyist**

**B.35.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

**B.35.2.** Any vendor using the services of a lobbyist to assist in obtaining a contract shall

**B.35.2.1.** Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract;

**B.35.2.2.** Not bill or otherwise charge the State for such; and

**B.35.2.3.** Certify that no such costs were billed to the State.

**B.35.3.** The name and address of each lobbyist or agent of the vendor, contractor, subcontractor who communicated with a State employee about a proposal or potential proposal must be disclosed with proposal response.

**B.36. Financial Capability Affidavit**

The Financial Capability Affidavit (**Attachment \_\_\_\_**) is to be completed and submitted with the bid response.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Project Overview**

- C.1.1.** This solicitation is for Monitoring and Compliance Services. The ODOC has contracted out with Seventeen (17) units of local government to carry out 45 individual projects. Based on this number ODOC will be requiring the selected vendor to conduct 100% monitoring of the program. Services will consist of on-site monitoring to ensure the proper expenditure and management of funds. Monitoring will consist of an in-depth review of their financial and programmatic compliance of the Community Development Block Grant-Disaster Recovery program to ensure full CDBG compliance with Federal Register Notice (FRN) Vol. 78, No. 241 Dec 16, 2013 and FRN Vol. 79, No. 106 June 3, 2014.
- C.1.2.** The compliance and monitoring required applies to all federal and state requirements governing the CDBG-DR program including but not limited to:
- C.1.2.1.** Citizen Participation
  - C.1.2.2.** National Objectives
  - C.1.2.3.** Eligible Activity
  - C.1.2.4.** Procurement
  - C.1.2.5.** Financial Management
  - C.1.2.6.** Labor Standards
  - C.1.2.7.** Acquisition and Relocation
  - C.1.2.8.** Fair Housing and Equal Opportunity
  - C.1.2.9.** Property Management
  - C.1.2.10.** Lead Based Paint
  - C.1.2.11.** Environmental Reviews
  - C.1.2.11.1.** <http://okcommerce.gov/about/reports-planning-documents/cdbg-disaster-recovery/>

### **C.2. Supplier History Requirements**

- C.2.1.** Supplier's History
- C.2.1.1.** Provide a brief history of its organization, management structure, mission and an overview of current services.
  - C.2.1.2.** Provide shall provide a summary of their current and recent history of past performances related to monitoring of Disaster Recovery programs.
- C.2.2.** Company Profile
- C.2.2.1.** Include a brief history of the organization, management structure, current services provided, and any other relevant information pertinent to demonstrating the firm's capability. Include in your discussion:
    - C.2.2.1.1.** Number of Employees employed by the company; and
    - C.2.2.1.2.** Number of years of experience.
    - C.2.2.1.3.** Provide an organizational chart delineating office organizational structure.
- C.2.3.** Current and Anticipated Contracts
- C.2.3.1.** Describe current contracts and anticipated contractual obligations contracts that will coincide with the terms of the contract. Please include the following information:
    - C.2.3.1.1.** Client Name, address and telephone numbers.
    - C.2.3.1.2.** Date of original contract and expiration dates.

**C.2.4. Former Contracts**

**C.2.4.1.** List all contracts lost or not renewed (list contact person and telephone), in the last three (3) years. Please provide narrative describing reasons that contracts have not been renewed. Service provider must specifically identify any contracts from which they have asked to be relieved or any contracts that have been cancelled prematurely.

**C.2.5. Experience**

**C.2.5.1.** Describe experience with similar projects and contracts including highlighting evidence of achievements in this area.

**C.2.6. Methodology – Submittals must contain information addressing the following areas**

**C.2.6.1.** Description of plan to provide monitoring services as it relates to the State of Oklahoma's \$93.7 million CDBG-Disaster Recovery Program.

**C.2.6.2.** Methodology on a process that will verify compliance, notification methods, tracking process, reporting findings and following up on corrective actions.

**C.2.7. Staffing**

**C.2.7.1.** Specify if and how staffing will be provided to staff this program. Proposer shall provide a copy of written policies and procedures relevant to its performance under this agreement as part of this proposal.

**C.2.8. Financial Accountability, Reporting and Record Keeping**

**C.2.8.1.** Describe record keeping and reporting frequencies and the information to be provided.

**C.2.8.2.** Provide a sample invoice as it will relate to request for payment.

**C.2.9. Litigation History**

**C.2.9.1.** Provide a list of all litigation the service provider has been or is currently involved in during the last five (5) years, including a narrative describing all cases that were settled and amounts of settlement.

**C.3. Monitoring Requirements**

**C.3.1.** The supplier will develop a schedule of monitoring's to be conducted. The monitoring will consist of on-site monitoring to ensure the proper expenditure and management of funds. Monitoring will consist of an in-depth review of their financial and programmatic compliance. Checklists will be utilized by the vendor to ensure standardization of monitoring among the different sub-recipients. Compliance monitoring reports will be developed noting findings/concerns and necessary corrective action as appropriate. Individual programs will be monitored at close-out. It is the goal of ODOC that the supplier will have all projects monitored and completed no later than March 31, 2019.

**C.3.2.** Provide sample checklist that will be utilized by the vendor to ensure standardization.

## **D. EVALUATION**

### **D.1. Evaluation Criteria**

**D.1.1.** This RFP will be evaluated as best value in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

- D.1.1.1.** Supplier's History (C.2.1)
- D.1.1.2.** Company Profile (C.2.2)
- D.1.1.3.** Current and Anticipated Contracts (C.2.3)
- D.1.1.4.** Former Contracts (C.2.4)
- D.1.1.5.** Experience (C.2.5)
- D.1.1.6.** Methodology (C.2.6)
- D.1.1.7.** Staffing (C.2.7)
- D.1.1.8.** Financial Accountability, Reporting & Recordkeeping (C.2.8)
- D.1.1.9.** Litigation History & Experience (C.2.9)
- D.1.1.10.** Pricing & Cost (H.1)

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. RFP Submission Requirements**

- E.1.1.** Proposals should be organized in the order in which the requirements are presented in Section C of this RFP. Each paragraph/section should reference the corresponding section of the RFP and repeat the title as it appears in this document.
- E.1.2.** Suppliers are to respond to each section stating their agreement. If supplier takes exception to any section that needs to be clearly noted.
- E.1.3.** It is requested that proposals be typed/printed on 8 ½ X 11 paper, with at least one inch margins, using 12-point type and limited to a maximum of 25 pages including all forms and attachments. All pages of the proposal should be numbered
- E.1.4.** Information the Proposer desires to present that does not fall within any of the requirements of the RFP should be interceded at an appropriate place or be attached at the end of the proposal and designated as additional materials.

### **E.2. Oral Presentations**

- E.2.1.** Bidders who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the evaluation committee.

### **E.3. Copies**

- E.3.1.** Bidder is to submit two (2) electronic copies of their complete response to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a CD.
- E.3.2.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4.

### **E.4. Questions**

- E.4.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **May 17, 2017 at 3:00PM** Central Daylight Time. Questions are to be emailed to [Kearstyn.Murphy@omes.ok.gov](mailto:Kearstyn.Murphy@omes.ok.gov). Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Please be sure to reference the solicitation number when emailing questions.
- E.4.2.** Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive.

## **F. CHECKLIST**

### **F.1. Vendor Response**

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all- inclusive list and it is the Vendor's responsibility to ensure that they submit all required and requested documentation:

- F.1.1.** OMES Form CP 076 – Responding Bidder Information
- F.1.2.** OMES Form CP 004 –Certification for Competitive Bid and/or Contract
- F.1.3.** Supplier History Requirements (All of C.2)
- F.1.4.** Vendor Payee Form (Attachment H), if applicable
- F.1.5.** Copies (E.3)

**G. OTHER**

None

## **H. PRICE AND COST**

### **H.1. Pricing Submission**

- H.1.1.** Supplier will provide pricing for fully monitoring 17 units of local government and 45 individual projects.
- H.1.2.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.
- H.1.3.** Supplier is to provide hourly pricing.
- H.1.4.** As this is a federally funded contract, there is a set dollar amount for the total project. Awarded contract will be awarded and funded at approximately half that amount for the first year and the remaining amount will be funded at renewal.



Oklahoma Department of Commerce

# CDBG Disaster Recovery Monitoring Checklist

## 1. National Objective

### SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

### AREA-WIDE BENEFIT

1.

SERVICE AREA:	
Do the Subrecipient's records describe the boundaries of the service area? <a href="#">24 CFR 570.483(b)(1)</a> and <a href="#">24 CFR 570.506(b)(2)</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Do you agree with the basis/approach the Subrecipient used in determining the service area of this activity? <a href="#">24 CFR 570.483(b)(1)</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Does the size of the service area appear reasonable given the nature and scope of the activity? <a href="#">24 CFR 570.483(b)(1)</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Is the service area "primarily residential?" <a href="#">24 CFR 570.483(b)(1)</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Describe Basis for Conclusion:	

2.

LOW- AND MODERATE-INCOME COMPOSITION OF THE SERVICE AREA:	_____ %
What do the Subrecipient's records show as the percent of low- and moderate-income residents in this service area?	
Describe Basis for Conclusion:	

## NATIONAL OBJECTIVE

Page 2

### AREA-WIDE BENEFIT Continued

3.

LOW- AND MODERATE-INCOME COMPOSITION OF THE SERVICE AREA:	
a. Is the percent of low- and moderate-income persons at least 51%? <a href="#">24 CFR 570.483(b)(1)(i), (ii), and (vii)</a>	<div><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div> <div>Yes No N/A</div>
b. Does the Subrecipient's documentation show that the correct census data were used and the calculations correctly computed? <a href="#">24 CFR 570. 483(b)(1)(i),(i) and (ii)</a>	<div><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div> <div>Yes No N/A</div>
c. If the answer to "b" is "no," was the Subrecipient authorized to use a survey to qualify the activity? (If the answer is "yes," proceed to Data and Surveys section of this Checklist, <a href="#">24 CFR 570.483(b)(1)(i)</a> )	<div><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div> <div>Yes No N/A</div>
Describe Basis for Conclusion:	

## NATIONAL OBJECTIVE

Page 3

### AREA-WIDE BENEFIT Continued

4.

<b>DATA AND SURVEYS:</b>		
If the Subrecipient used a survey rather than the HUD-supplied Census data to determine if a service area qualifies, answer the following:		
a. The period for which the income survey of residents of the service area was determined _____	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
b. The year used for HUD income limits: _____	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
c. Did the survey show the service area was at least 51 percent low- and moderate-income?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
d. If "no" to "c", did the Subrecipient survey one or more whole block groups?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
e. If "yes" to "d", did the Subrecipient survey all block groups and re-rank them to determine if there was a change in the exception percentage? (If "no," use of the survey is not acceptable.)	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
f. If "no" to "d", did the survey show that the percentage of low- and moderate-income residents was at least equal to or greater than the Subrecipient's exception percent, but less than 51% low- and moderate-income? (If "no", the activity does not meet the National Objective.)	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
If a survey was used to determine the percent of low- and moderate-income residents in the service area, did ODOC review the survey instrument and methodology and conclude "that the results meet the standards of statistical reliability that are comparable to that of the decennial census for areas of similar size?"	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
<b>Describe Basis for Conclusion:</b>		

## NATIONAL OBJECTIVE

Page 4

### AREA-WIDE BENEFIT Continued

5.

Does the activity appear to benefit the residents located within the service area, where at least 51% are low- and moderate-income persons?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
a. If the activity is a facility or service, are fees charged?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. If “yes”, how much is charged to use the facility or service?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. If fees are charged, do they appear excessive so as to preclude low- and moderate-income persons from using the facility or service? <a href="#">24 CFR 570.200(b)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

6.

Based upon an <b>on-site inspection</b> of the service area/activity location, is there substantial evidence that the activity fails to benefit low- and moderate-income persons in the identified area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

### Area Wide Benefit Conclusion:

7.

Does the activity meet the national objective criteria for serving a low- and moderate-income area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## NATIONAL OBJECTIVE

Page 5

### LIMITED CLIENTELE

8.

Is the Subrecipient using the Limited Clientele National Objective?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

9.

If yes, which category of Limited Clientele is the Subrecipient using?	
a. Presumed Benefit	<input type="checkbox"/>
b. Family size and Income	<input type="checkbox"/>
c. Low-moderate income eligibility restrictions	<input type="checkbox"/>
d. Nature and Location	<input type="checkbox"/>
Describe Basis for Conclusion:	

## NATIONAL OBJECTIVE

Page 6

### LIMITED CLIENTELE Continued

10.

<p><u>PRESUMED BENEFIT Limited Clientele</u></p> <p>If the activity is classified as presumed benefit, do the program participant's files have documentation showing that the activity is limited to one or a combination of the eight population segments presumed to be low- and moderate-income by HUD:</p> <ul style="list-style-type: none"><li>a. abused children?</li><li>b. battered spouses?</li><li>c. elderly persons?</li><li>d. adults meeting the Bureau of the Census' Population</li><li>e. Report's definition of "severely disabled" (current for the time period of this review?</li><li>f. homeless persons?</li><li>g. illiterate adults?</li><li>h. persons living with AIDS?</li><li>i. migrant farm workers?</li></ul> <p><a href="#">[24 CFR 570.483(b)(2)(ii)(A)]</a> and <a href="#">[24 CFR 570.506(b)(3)(i)]</a></p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr><tr><td></td><td><input type="checkbox"/></td><td></td></tr><tr><td></td><td><input type="checkbox"/></td><td></td></tr><tr><td></td><td><input type="checkbox"/></td><td></td></tr><tr><td></td><td><input type="checkbox"/></td><td></td></tr><tr><td></td><td><input type="checkbox"/></td><td></td></tr><tr><td></td><td><input type="checkbox"/></td><td></td></tr><tr><td></td><td><input type="checkbox"/></td><td></td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																										
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11.

<p><u>FAMILY SIZE AND INCOME Limited Clientele:</u></p> <p>If the activity is classified under family size and income, does the Subrecipient's files have documentation showing that at least 51% of the beneficiaries are members of a low- and moderate-income family?</p> <p><a href="#">24 CFR 570. 483(b)(2)(ii)(B)]</a> and <a href="#">[24 CFR 570.506(b)(3)(iii)]</a></p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p><b>Describe Basis for Conclusion:</b></p>							

## NATIONAL OBJECTIVE

Page 7

### LIMITED CLIENTELE Continued

12.

<p>c. <u>Income Eligibility Restrictions Limited Clientele:</u></p> <p>If the activity is classified based on income eligibility requirements that restrict it exclusively to low- and moderate-income persons, do the Subrecipient's files have documentation to support that all persons benefiting are low- and moderate-income?</p> <p><a href="#">24 CFR 570.483(b)(2)(ii)(C)</a> and <a href="#">24 CFR 570.506(b)(3)(iii)</a></p>	<div><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div> <div>Yes No N/A</div>
<p><b>Describe Basis for Conclusion:</b></p>	

13.

<p>If the activity was classified based on income, were the appropriate Section 8 income limits used by the Subrecipient when checking the income of the persons served (the correct year and the correct family size)? [<a href="#">24 CFR 570.3</a>, <a href="#">24 CFR 208(a)(2)(i)(B) or (C)</a>, and <a href="#">24 CFR 570.506(b)(3)(iii)</a>]</p>	<div><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div> <div>Yes No N/A</div>
<p><b>Describe Basis for Conclusion:</b></p>	

14.

<p>How is information on the income status of participants being requested, updated or properly assessed?</p>
<p><b>Describe Basis for Conclusion:</b></p>



## NATIONAL OBJECTIVE

Page 8

15.

<p>d. <u>NATURE AND LOCATION Limited Clientele:</u></p> <p>If the activity is classified based on the nature and location of the activity, does the Subrecipient's files have documentation to support that the beneficiaries are predominately low- and moderate-income?</p> <p><a href="#">24 CFR 570. 483(b)(2)(ii)(D)</a> and <a href="#">24 CFR 570.506(b)(3)(ii)</a></p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p><b>Describe Basis for Conclusion:</b></p>							

### LIMITED CLIENTELE Continued

16.

<p>Based upon an <b>on-site inspection</b> of the facility/service, is there evidence to indicate that this activity predominately or exclusively benefits low- and moderate-income persons, based upon the category of presumed benefit selected by the Subrecipient?</p> <p><a href="#">24 CFR 570. 483(b)(2)(ii)(D)</a></p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p><b>Describe Basis for Conclusion:</b></p>							

### LIMITED CLIENTELE Conclusion:

17.

<p>Is the activity properly classified as limited clientele?</p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p><b>Describe Basis for Conclusion:</b></p>							

## NATIONAL OBJECTIVE

Page 9

### SLUM AND BLIGHT

Area Slum and Blight

18.

Do the Subrecipient's files clearly describe the geographical boundaries of the designated area for the activity? <a href="#">24 CFR 570.483(c)(1)(i)</a> and <a href="#">24 CFR 570.506(b)(8)(i)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

19.

When was the area designated as a slum, blighted, deteriorated or deteriorating area?  <a href="#">24 CFR 570.483(c)(1)(i)</a> and <a href="#">24 CFR 570.506(b)(8)(ii)</a>	Date
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### SLUM AND BLIGHT Continued

Area Slum and Blight Continued

20.

Does the Subrecipient's file documentation identify the state or local law that contains the definition of a slum, blighted, deteriorated or deteriorating area used to qualify the area?  <a href="#">24 CFR 570.483(c)(1)(i)</a> and <a href="#">24 CFR 570.506(b)(8)(ii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

21.

Was the area qualified on the basis of deteriorated or deteriorating buildings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## NATIONAL OBJECTIVE

Page 10

22.

If "yes" to question above, is there documentation showing that the area, at time of designation, had a substantial number of deteriorating or deteriorated buildings?  <a href="#">24 CFR 570.483(c)(1)(B)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

23.

If the percentage of deteriorated or deteriorating buildings in the area was less than the proportion specified in the State law or 25%, how did the participant qualify the area on this basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

SLUM AND BLIGHT Continued  
Area Slum and Blight Continued

24.

Was the area qualified on the basis of the condition of the public improvements (e.g., streets, sidewalks) in the area?  <a href="#">24 CFR 570.483(c)(1)(B)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

25.

If "yes" to the question above, is there documentation to show that the public improvements throughout the area were in a general state of deterioration?  <a href="#">24 CFR 570.483(c)(1)(B)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

## NATIONAL OBJECTIVE

Page 11

26.

Does the documentation show that the conditions in the area satisfy the state or local law requirements for a slum or blighted area at time of designation?  <a href="#">24 CFR 570. 483(c)(1)(iv)</a>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<b>Describe Basis for Conclusion:</b>							

27.

Based upon an inspection of the area and Subrecipient files, is there any evidence that would call into question that the area is, or was, slum/blighted at the time of designation?	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<b>Describe Basis for Conclusion:</b>							

## NATIONAL OBJECTIVE

Page 12

### SLUM AND BLIGHT Continued

Area Slum and Blight Continued

Residential Buildings:

28.

a. Has the Subrecipient funded, or does it intend to fund, residential buildings rehabilitated under the slum and blight area national objective? (If “no,” skip to Area SB Conclusion)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. If the answer to the question above is “yes,” does the Subrecipient have a local definition of “substandard” housing conditions?  <a href="#">[24 CFR 570.483(c)(1)(iii)]</a> and <a href="#">[24 CFR 570.506(b)(9)(i)]</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. If the answer to the question above is “yes,” at a minimum, does a property meeting the local definition of substandard also fail to meet the housing quality standards for the Section 8 Housing Assistance Payment Program at  <a href="#">[24 CFR 882.109?]</a>  <a href="#">[24 CFR 570.483(c)(1)(iii)]?</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## NATIONAL OBJECTIVE

Page 13

### SLUM AND BLIGHT Continued

#### Area Slum and Blight Continued

Residential Buildings continued:

29.

<p>If the program is funding residential buildings, does a review of a sample of files show documentation, by structure, that includes:</p> <p>a. How the building met the local definition of “substandard?”</p> <p>b. A pre-rehabilitation inspection report describing all deficiencies in the structure to be rehabilitated?</p> <p>c. Details and scope of the CDBG-DR-assisted rehabilitation?</p> <p>d. Information to show that the deficiencies making the unit substandard were eliminated prior to less critical work on the structure?</p> <p><a href="#">24 CFR 570.483(c)(1)(iii)</a> and <a href="#">24 CFR 570.506(b)(9)(ii) and (iii)</a></p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Yes	No	N/A																							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Yes	No	N/A																							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Yes	No	N/A																							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Yes	No	N/A																							
<p><b>Describe Basis for Conclusion:</b></p>																									

### AREA SLUM AND BLIGHT Conclusion

30.

<p>Does the activity/do the activities assisted under this national objective address one or more of the conditions which contributed to the deterioration of the area?</p> <p><a href="#">24 CFR 570. 483(c)(1)(iii)</a></p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p><b>Describe Basis for Conclusion:</b></p>							

## NATIONAL OBJECTIVE

Page 14

### SLUM AND BLIGHT

Spot Slums or Blight

31.

What activity did the Subrecipient carry out under this national objective?

\_\_\_\_\_

**Describe Basis for Conclusion:**

32.

Does this activity fall into one or more of the five eligible categories under the spot slums or blight national objective? Check all that apply.

acquisition,  
clearance,  
relocation,  
historic preservation,  
and/or building rehabilitation activities?

☐  
☐  
☐  
☐  
☐

[24 CFR 570.483\(c\)\(2\)](#)

**Describe Basis for Conclusion:**

33.

Does the file documentation describe the specific condition of blight or physical decay that the activity eliminates?

☐ ☐ ☐  
Yes No N/A

[24 CFR 570.483\(c\)\(2\)](#) and [24 CFR 570.506\(b\)\(10\)\(i\)](#)

**Describe Basis for Conclusion:**

## NATIONAL OBJECTIVE

Page 15

### SLUM AND BLIGHT

#### Spot Slum and Blight

34.

If the activity involved rehabilitation of a building, other than a historic property, was the CDBG-DR-assisted work limited to conditions detrimental to public health and safety? <a href="#">24 CFR 570.483(c)(2)</a> and <a href="#">24 CFR 570.506(b)(10)(ii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

35.

If the activity is rehabilitating a building, does the file documentation identify the specific conditions detrimental to public health and safety and the details and scope of the CDBG-DR-assisted rehabilitation by structure? <a href="#">24 CFR 570.506(b)(10)(ii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

#### Spot Slum and Blight Conclusion:

36.

Based upon an on-site inspection of the activity, does it appear to meet the restrictions for eliminating specific conditions of blight or physical decay on a spot basis not located in a slum or blighted area? <a href="#">24 CFR 570.483(c)(2)</a> and <a href="#">24 CFR 570.506(b)(10)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			



## NATIONAL OBJECTIVE

Page 16

### URGENT NEED

37.

a. Did the Subrecipient address the type, scale, and location of the disaster-related impact(s) that the funded activity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. Did the Subrecipient document how the funded activity responded to the disaster-related impact identified in the Action Plan? Federal Register Vol. 78, No.43	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

38.

If the waiver expired prior to the activity commencing, is the urgency of the need adequately demonstrated in compliance with requirements at <a href="#">24 CFR 570.208(c)</a> and <a href="#">24 CFR 470.483(d)</a> or was an extension requested? Federal Register Vol. 78, No.43	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

39.

What activity was (activities were) assisted with CDBG-DR funds?

## NATIONAL OBJECTIVE

Page 17

### URGENT NEED Conclusion:

40.

<p>If the activity was inspected, is there any substantial evidence to the contrary that would indicate that the CDBG-DR-assisted activity/activities did not alleviate a threat to the community's health or welfare?</p> <p><a href="#">24 CFR 570.483(d)</a></p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p><b>Describe Basis for Conclusion:</b></p>							

## 2. Environmental Review

### SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

1.

Is there a copy of the State's Environmental Release of Funds on file?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

2.

What level of Environmental determination was made for the activity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exempt?	Yes	No	N/A
Categorically Excluded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Assessment-Finding of No Significant Impact?	Yes	No	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## ENVIRONMENTAL REVIEW

Page 2

If not exempt complete questions 3-6.

3.

Have there been any changes in the project's description since the initial environmental review was completed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

4.

If the answer to above is "yes", were the changes significant enough to change the original level of environmental determination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

5.

If mitigating measures were required for projects/activities during the time period reviewed, were the measures included in the ERRs as part of the actions pertaining to the environmental review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

6.

For the records reviewed, do the Responsible Entities (RE) records show that no grant funds were obligated or spent [other than for activities under <a href="#">24 CFR 58.22(f)</a> , <a href="#">24 CFR 58.34</a> , or <a href="#">24 CFR 58.35(b)</a> ] prior to receipt of the Form HUD-7015.16, "Authority to Use Grant Funds" or equivalent?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

### 3. Financial Management

#### SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

#### BUDGET CONTROL

1.

Does the Subrecipient record amount budgeted for eligible activities as specified in <a href="#">24 CFR 570</a> , Subpart C?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>     			

2.

Does the Subrecipient record an encumbrance/obligation when contracts are executed, purchase orders issued, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>     			

## FINANCIAL MANAGEMENT

Page 2

3.

Does the Subrecipient identify expenditures in its accounting records according to eligible activity classifications specified in the statute, regulations, or grant agreement that clearly identify the use of program funds for eligible activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## ACCOUNTING RECORDS

### FINANCIAL MANAGEMENT SYSTEM

4.

Has the Subrecipient, if applicable, maintained a properly segregated account of CDBG-DR funds from other funds which document revenues and expenditures associated with the project or have an accounting system sufficient to account for commingling of funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

5.

Did the record review indicate any instances of ineligible expenditures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## FINANCIAL MANAGEMENT

Page 3

### CASH MANAGEMENT

6.

If the Subrecipient requests funds in advance, does the participant minimize the time elapsed between the transfer of funds from the U.S. Treasury and disbursement by the participant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

7.

If the Subrecipient advances grant funds to Subrecipients, does the participant have procedures to minimize the time elapsed between the transfer of funds to, and disbursement by, the Subrecipients?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

8.

If grant advances are deposited into an interest-bearing account, what provisions have been made for return of interest income to the State or HUD?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## FINANCIAL MANAGEMENT

Page 4

### ALLOWABLE COSTS

#### Recipient Administration and Program Delivery Charges

9.

Are charges to the CDBG-DR program for salaries and wages, whether treated as direct or indirect costs, based on payrolls documented in accordance with the generally accepted practice of the governmental unit (or legal entity) and approved by a responsible official(s) of the governmental unit (or legal entity)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

#### For Governmental Recipients:

10.

For employees working solely on the CDBG-DR program, are charges for their salaries and wages supported by periodic certifications that the employees worked solely on that program for the period covered by the certification?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

11.

Were the certifications prepared at least semi-annually and signed by the employee or a supervisory official having first-hand knowledge of the work performed by the employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			



For non-Governmental Subgrantee or Subrecipients or Governmental personnel not working full time on CDBG-DR:

12.

Do the personnel time records account for all the employees' time and activities and not just the CDBG-DR time charged?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

Indirect Costs

13.

Are indirect costs charged to the program? If yes, what method is being used:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Ten Percent de Minimis	<input type="checkbox"/>		
Cost Allocation Plan	<input type="checkbox"/>		
Indirect Cost Rate	<input type="checkbox"/>		
Direct Allocation Method	<input type="checkbox"/>		
<b>Describe Basis for Conclusion:</b>			

14.

Are indirect costs billed in accordance with an approved method?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

Internal Controls

15.

Review Subgrantee's, and if applicable, the Subrecipient's system for pay authorizations, processing invoices for approval and payment to include who approves payment requests, who prepares checks, and who signs checks. Is the process adequate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

16.

Does the Subrecipient have an organization chart that sets forth the actual lines of responsibility?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

17.

Are duties for key employees of the Subrecipient defined?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

18.

Has the Subrecipient obtained fidelity bond coverage for responsible officials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## FINANCIAL MANAGEMENT

Page 7

19.

Does the Subrecipient's chart of accounts include a complete listing of the account numbers used to support the control needed to ensure that resources used do not exceed resources authorized?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

20.

Do the Subrecipient's approval controls provide reasonable assurance that appropriate individuals approve recorded transactions in accordance with management's general or specific criteria?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

21.

Do the Subrecipient's controls over the design and use of documents and records provide reasonable assurance that transactions and events are properly documented, recorded, and auditable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

22.

Does the Subrecipient's segregation of duties controls effectively reduce the opportunity for someone to perpetrate or conceal errors or irregularities in the normal course of duties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

## FINANCIAL MANAGEMENT

Page 8

23.

Is it clear that all personnel are responsible for communicating upward the Subrecipient's operating problems and noncompliance with laws and regulations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

24.

Do the Subrecipient's internal control procedures support its ability to prepare financial statements that are fairly presented in conformity with generally accepted or other relevant and appropriate accounting principles and regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

### Source Documentation

25.

Does the Subgrantee, and if applicable, the Subrecipient's file contain appropriate supporting documentation for CDBG-DR draw down requests?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

26.

Does the Subrecipient maintain adequate source documentation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

## FINANCIAL MANAGEMENT

Page 9

27.

To determine compliance, select a sample of expenditures and determine whether they are supported by invoices, contracts, or purchase orders, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>   			

28. Provide four (4) examples of expenditures reviewed for this contract:

Payee: \_\_\_\_\_

Date of Invoice \_\_\_\_\_

Amount: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Reimbursement Amount: \_\_\_\_\_

Check #: \_\_\_\_\_

Payee: \_\_\_\_\_

Date of Invoice \_\_\_\_\_

Amount: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Reimbursement Amount: \_\_\_\_\_

Check #: \_\_\_\_\_

## FINANCIAL MANAGEMENT

Page 10

Payee: \_\_\_\_\_

Date of Invoice \_\_\_\_\_

Amount: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Reimbursement Amount: \_\_\_\_\_

Check #: \_\_\_\_\_

Payee: \_\_\_\_\_

Date of Invoice \_\_\_\_\_

Amount: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Reimbursement Amount: \_\_\_\_\_

Check #: \_\_\_\_\_

OMB Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations

29.

Is the Subrecipient, and if applicable, subawards subject to the Single Audit Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

30.

If an audit was required, were there any deficiencies/findings noted in the most recent audit completed? If yes, describe deficiency:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

31.

Does the Subrecipient's audit report include an opinion on whether the financial statements are presented fairly in all material respects in conformity with GAAP and whether the schedule of expenditures is presented fairly in all material respects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

32.

Do the Subrecipient's financial statements reflect its financial position, results of operations or changes in net assets and, where appropriate, cash flows for the fiscal year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

Program Income

33.

Are revenue-generating activities (e.g., rehabilitation, economic development loans) being undertaken?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

34.

Has the project earned program/miscellaneous income, which is to be committed to a Revolving Loan Fund (RLF)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(If answer is no, skip to question 37).	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

35.

Are the RLFs held in a separate account?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

36.

Has the RLF appropriately been used for the approved activity from which it was generated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			



37.

<p>Upon expiration of any agreements between the Subrecipient and/or pass-through entity, does the Subrecipient have a system for ensuring:</p> <ul style="list-style-type: none"> <li>i. the timely and accurate transfer of any funds to be returned to the participant;</li> <li>and/or</li> <li>ii. the timely and accurate transfer of outstanding loans or accounts receivable?</li> </ul>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> <span>N/A</span> </div>
<p><b>Describe Basis for Conclusion:</b></p>	

Loan Servicing

38.

<p>If the Subgrantee or Subrecipient provides loans, does it have a system for properly servicing all CDBG-DR-assisted loans (including deferred payment loans and revolving loan funds) that includes: Written loan agreements that clearly describe the repayment terms, what constitutes a default and how it can be cured, what actions the Subgrantee or Subrecipient will take if the default is not cured, and (if applicable) and what is pledged as security for the loan?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> <span>N/A</span> </div>
<p><b>Describe Basis for Conclusion:</b></p>	

39.

<p>Does the Subgrantee or Subrecipient have in place collection procedures that provide for the recognition of all current amounts due, payments received, notification to borrower when payments are overdue, a process for taking further action on defaulted loans, and criteria for writing off bad debts?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> <span>N/A</span> </div>
<p><b>Describe Basis for Conclusion:</b></p>	

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4. Procurement

SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

CONTRACT ADMINISTRATION

1.

Can the Subrecipient document a system of contract administration for determining the adequacy of contractors' performance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

2.

Does the Subrecipient have a written code of conduct governing employees, officers or agents engaged in the award and administration of contracts supported by grant funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## PROCUREMENT

Page 2

3.

Does the Subrecipient use prequalified lists?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, are such lists current?	Yes	No	N/A
Developed through an open solicitation process without overly restrictive criteria and include an adequate number of qualified sources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

4.

Has the Subrecipient made subawards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

5.

If subawards made, how does the Subrecipient show that its Subrecipients are required to follow applicable procurement policies and procedures in the administration of their contracts and purchase orders?
<b>Describe Basis for Conclusion:</b>

6.

For the procurement transactions selected for review, is there documentation showing compliance with <a href="#">2 CFR § 200.318(i)? (a-c below)?</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## PROCUREMENT

Page 3

a. What kind of contract(s) is being utilized?

i. Fixed Price:

Name of Contractor: \_\_\_\_\_

Type of purchase: \_\_\_\_\_

ii. Cost Reimbursement:

Name of Contractor: \_\_\_\_\_

Type of purchase: \_\_\_\_\_

iii. Time and Materials/Labor Hours

Prior approval from ODOC after it was determined that no other contract is suitable?

Name of Contractor: \_\_\_\_\_

Type of purchase: \_\_\_\_\_

b. Basis of contractor selection or rejection?

Qualifications

Lowest Qualifications

Price/Cost and Cost

Name of Contractor: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_


c. Basis for the cost or price of the contract?

Lump Sum Unit Price

Payment Upon Progress Reimbursable

Completion Payments Costs

Name of Contractor: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_


## PROCUREMENT

Page 4

### CONTRACTOR AWARDS

### CONTRACTOR AWARDS

7.

Is the Subrecipient ensuring that its awards are not made to any party excluded, disqualified "or otherwise ineligible (e.g., suspension, debarment, or limited denial of participation) for Federal procurement and non-procurement programs per <a href="#">24 CFR 570.609?</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

8.

Is there any evidence to indicate that the Subrecipient awarded noncompetitive contracts to consultants that are on retainer contracts or any other arbitrary actions? <a href="#">2 CFR § 200.319 Competition (a) 4-7?</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## PROCUREMENT

Page 5

9.

Did the Subrecipient take any of the following steps to use small, minority-owned and women-owned businesses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
a. including such businesses on solicitation lists whenever they are potential sources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. ensuring that such businesses, when identified, are solicited whenever they are potential sources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. dividing procurement requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
d. requiring prime contractors when subcontracts are let, to take affirmative steps to select small, minority-owned and women-owned businesses in grant-funded contracts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

10.

If the Subrecipient is not taking the steps identified in the question above, list the actions the Subrecipient is taking to meet <a href="#">2 CFR 200.321</a> requirements that affirmative steps be taken to assure use of small, minority-owned and women-owned businesses when possible?
<b>Describe Basis for Conclusion:</b>

11.

Were any contracts based on a cost-plus-a-percentage-of-cost method? <a href="#">2 CFR § 200.323(d)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			



## PROCUREMENT

Page 6

12.

Was a cost or price analysis performed in connection with every procurement action, including contract modifications? <a href="#">2 CFR § 200.323(a)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

13.

Is profit negotiated as a separate element of price where price competition is lacking or a cost analysis is performed? <a href="#">2 CFR § 200.323(b)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

### METHODS OF PROCUREMENT UTILIZED

What purchases did the Subrecipient conduct with grant funds?

#### Types of Purchases

#### Appropriate Methods

Construction  
Supplies  
Equipment  
Professional  
Services  
Other Services


Sealed Bid  
Small Purchase, Sealed Bid  
Small Purchase, Seal Bid, Competitive Proposals  
Competitive Proposals  
Small Purchase, Competitive Proposals, Sealed Bid



## PROCUREMENT

Page 7

### Small Purchases [2 CFR § 200.320 \(b\)](#)

14.

Can the Subrecipient document receipt of an adequate number of price or rate quotations from qualified sources for procurements of \$150,000 or less?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe types of purchases and price or rate quotes received.			
<b>Describe Basis for Conclusion:</b>			

### Sealed Bids [2 CFR § 200.320 \(c\)](#)

15.

Summarize the Subrecipient's formal seal bid process:			
a. Does the Subrecipient receive at least two or more responsible bids for each procurement transaction? <a href="#">2 CFR § 200.320 (c) (1)(ii)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			
b. If the answer to "a" above is "no," is this a systemic failure (i.e., the Subrecipient's system" failed to work properly) or does it appear to be isolated failures in some cases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

16.

Do the procurement transactions lend themselves to firm, fixed price contracts and can selection of known suppliers, be made principally on the basis of price? <a href="#">2 CFR § 200.320 (c) (1)(iii)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## PROCUREMENT

Page 8

17.

Was the Invitation for Bids publicly advertised and were bids solicited from an adequate number providing them sufficient time before the date set for opening the bids? <a href="#">2 CFR § 200.320 (c) (1)(i)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Refer to the STATE OF OKLAHOMA Statute Title 61 Competitive Bidding Act for Public Construction contracts over \$50,000: Section 104 Bid Notices: Notice shall be given by publication in a newspaper of general circulation and published in the county where the work, or the major part of it, is to be done, such notice by publication to be published in two consecutive weekly issues of said newspaper, with the first publication thereof to be at least twenty (20) days prior to the date set for opening bids; and notice shall be sent to trade or construction publications for their use and information.			
<b>Describe Basis for Conclusion:</b>			

18.

Do the BID DOCUMENTSs, including specifications and pertinent attachments, clearly define the items or services? <a href="#">2 CFR § 200.320 (c) (2)(ii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

19.

Were all bids opened publicly at the time and place stated in the BID DOCUMENTS? <a href="#">2 CFR § 200.320 (c) (2)(iii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			



## PROCUREMENT

Page 9

20.

Were the contracts awarded to the lowest responsive and responsible bidders? <a href="#">2 CFR § 200.320 (c) (2)(iv)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

### Competitive Proposals 2 CFR § 200.320 (d)

21.

Is this procurement method used generally when conditions are not appropriate for the use of sealed bids? <a href="#">2 CFR § 200.320 (d)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

22.

Do the Requests for Proposals (RFPs) clearly and accurately state the technical requirements for the goods or services to be procured? <a href="#">2 CFR § 200.319(c)(1)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

23.

Are the proposals solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement? <a href="#">2 CFR § 200.320(d)(2)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## PROCUREMENT

Page 10

24.

Does the Subrecipient publicize the RFPs and honor reasonable requests by parties to compete to the maximum extent practicable? <a href="#">2 CFR § 200.320(d)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

25.

Do the RFPs identify all significant evaluation factors, including price or cost where required, and their relative importance? <a href="#">2 CFR § 200.320(d)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

26.

Does the Subrecipient:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
a. Conduct technical evaluations of submitted proposals? <a href="#">2 CFR § 200.320(d)(3)</a>			
Describe Basis for Conclusion:			
b. Determine responsible bidders from such evaluations? <a href="#">2 CFR § 200.320(d)(4)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

c. As necessary, conduct negotiations, written or oral, for final contract award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

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d. Make awards to the most responsive and responsible bidders whose proposals will be most advantageous to the Subrecipient after price and other factors are considered? <a href="#">2 CFR § 200.320 (d) (4)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

27.

If proposals involving engineering/architectural professional services are evaluated with respect to factors other than price, can the Subrecipient document the basis for negotiation of fair and "reasonable compensation?" <a href="#">2 CFR § 200.320 (d) (5)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

28.

For procurement of architectural and engineering professional services, does the Subrecipient maintain a list of qualified bidders who can respond to its RFPs? <a href="#">2 CFR § 200.319(d)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## PROCUREMENT

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### Non-Competitive Proposals [2 CFR § 200.320 \(f\)](#)

29.

If noncompetitive proposals were used, can the Subrecipient show that other methods of procurement (small purchases, sealed bids, formal advertising, or competitive proposals) were infeasible because:  a. the item was only available from a single source,  b. a public exigency or emergency is of such urgency to not permit a delay resulting "from competitive solicitation,  c. after solicitation of a number of sources, competition is determined inadequate, or  d. ODOC granted approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No	N/A	
<b>Describe Basis for Conclusion:</b>			

### CONTRACTOR AND PAYMENTS

30.

Are purchase orders and contracts signed by an authorized program official?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

31.

Are items delivered and paid for consistent with the items contained in the corresponding purchase order and/or contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## PROCUREMENT

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32.

If contracts have been awarded for construction or facility improvements under the federal grant program(s) for contracts or subcontracts valued at or <u>below</u> \$100,000, does the Subrecipient follow its own requirements relating to:			
a. for construction bid guarantees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. performance bonds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. payment bonds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

33.

For construction contracts or subcontracts valued <u>above</u> \$100,000, does the Subrecipient meet the minimum Federal requirements for:			
a. bid guarantees of at least 5%? <a href="#">2 CFR 200.325 (a)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. performance bonds? <a href="#">2 CFR 200.325(b)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. payment bonds <a href="#">2 CFR 200.325(c)</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			



## PROCUREMENT

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34. Are the contract provisions listed in [2 CFR 200.326](#) appropriately included in the grant-assisted contracts?

Administrative, contractual, or legal remedies

Termination for cause and for convenience

Equal Employment Opportunity

Davis-Bacon Act

Copeland “Anti-Kickback” Act

Contract Work Hours and Safety Standards Act

Clean Air Act Federal Water Pollution Control Act

Energy efficiency

Debarment and Suspension

Byrd Anti-Lobbying Amendment

Procurement of recovered materials

Rights to Inventions Made Under a Contract


**Describe Basis for Conclusion:**

--

35. Subrecipient Procurement Policy [2 CFR 200.317](#)

Name of Subrecipient:

a. Does it contain a written code of ethics and/or conflict of interest provisions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

b. Does it provide for a system or requirements for contract administration?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>Describe Basis for Conclusion:</b>

c. Does it contain a set of principles for open and free competition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>Describe Basis for Conclusion:</b>

d. Does it describe the different types of contracts comparable to the federal classifications [fixed price, cost reimbursement or time and materials]?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>Describe Basis for Conclusion:</b>

e. Does it describe methods of procurement comparable to the federal methods [at least: Small purchase, Sealed bid, Competitive proposals]?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>Describe Basis for Conclusion:</b>

f. Does it have a provision for conducting cost/price analysis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>Describe Basis for Conclusion:</b>

## PROCUREMENT

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g. Does it have a provision for conducting or developing independent cost estimates before receipt of bids or proposals?  <a href="#">24 CFR 85.36(f)(1)</a> or <a href="#">2 CFR 200.323(a)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

h. Does it have a provision for negotiating profit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

i. Does it set forth bonding and insurance requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

j. Does it have a provision for Small, Minority, and Women owned enterprises contract opportunities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

k. Does it have a provision for the mandated contract provisions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

## 5. Fair Housing/Equal Opportunity

### SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

### AFFIRMATIVELY FURTHERING FAIR HOUSING (For Local Government recipients)

1.

What actions to affirmatively further fair housing have been taken?

### TITLE VI, SECTION 109 DATA (For all grantees, Subgrantees and Subrecipients and any entity that collects applicant and beneficiary data from program applications)

2.

Did the Subrecipient maintain summary data by activity on beneficiaries of, individuals participating in, and/or applicants for the program, broken out by:	
a. race and ethnicity; and	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. gender characteristics?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Basis for Conclusion:	

## FAIR HOUSING AND EQUAL OPPORTUNITY

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### TITLE VI, SECTION 109 DATA Continued

3.

For race and ethnicity, is the Subrecipient including all the HUD required classes?	Yes	No
American Indian or Alaska Native	<input type="checkbox"/>	<input type="checkbox"/>
Asian	<input type="checkbox"/>	<input type="checkbox"/>
Black or African American	<input type="checkbox"/>	<input type="checkbox"/>
Native Hawaiian or Other Pacific Islander	<input type="checkbox"/>	<input type="checkbox"/>
White	<input type="checkbox"/>	<input type="checkbox"/>
American Indian or Alaska Native <b>and</b> White	<input type="checkbox"/>	<input type="checkbox"/>
Asian <b>and</b> White	<input type="checkbox"/>	<input type="checkbox"/>
Black or African American <b>and</b> White	<input type="checkbox"/>	<input type="checkbox"/>
American Indian or Alaska Native <b>and</b> Black or African American	<input type="checkbox"/>	<input type="checkbox"/>
Other multiple race combinations greater than one percent		
Balance of individuals reporting more than one race		
<b>Describe Basis for Conclusion:</b>		

DISPLACEMENT AND RELOCATION

4.

<p>Did the Subrecipient conduct displacement and/or relocation activities?</p> <p>If yes,</p> <p>Were there records maintained on households displaced by CDBG-DR-funded activities, which included?</p> <p>a. race and ethnicity;</p> <p>b. gender and single heads of households; and</p> <p>c. addresses and census tracts of the housing units to which each displaced household relocated?</p>	<p><input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p><b>Describe Basis for Conclusion:</b></p>	

**SECTION 504** (Since 1973 All federal grant recipients had to comply with Section 504 in the operation of their federal program; For state and local governments the three policy items [below] are also now mandatory provisions of Title II of the Americans with Disabilities Act [1991])

5.

<p>For Subrecipients with 15 or more employees, is there a formal, written grievance procedure for resolution of complaints alleging discrimination based on disability?</p> <p><a href="#">24 CFR 8.53(b)</a></p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p><b>Describe Basis for Conclusion:</b></p>	

## FAIR HOUSING AND EQUAL OPPORTUNITY

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### SECTION 504 Continued

6.

For Subrecipients with 15 or more employees, is there a designated coordinator of the Section 504 responsibilities?  <a href="#">24 CFR 8.53(a)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

7.

For Subrecipients with 15 or more employees, has it taken appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, that it does not discriminate on the basis of handicap in violation of this part.  <a href="#">24 CFR 8.54</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

### ACCESSIBILITY OF NON-HOUSING FACILITIES (As applicable to the grant program, grantees, Subgrantees and Subrecipients)

8.

Were CDBG-DR funds used to design and construct new non-housing facilities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

## FAIR HOUSING AND EQUAL OPPORTUNITY

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9.

If yes to #8, are the new non-housing facilities being designed and constructed to be readily accessible to, and usable by, persons with disabilities in conformance with accessibility requirements? <a href="#">24 CFR 8.21 (a)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

10.

Were CDBG-DR funds used to make alterations to existing non-housing facilities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If yes, did such alterations make these facilities usable by, and accessible to, persons with disabilities? <a href="#">24 CFR 8.21 (c)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

### HOUSING (As applicable to the program for all grantees, Subgrantees and Subrecipients)

11.

Did the program involve new housing construction or alteration to existing housing?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Are programs or activities readily accessible to, and usable by, persons with disabilities? (NOTE: A lack of records beyond 3 years is not a basis for a finding.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			



## FAIR HOUSING AND EQUAL OPPORTUNITY

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**COMMUNICATIONS** (Available upon request and as needed to provide access to the program application process and benefits to the program)

12.

Has the Subrecipient taken steps to ensure effective communication with applicants, beneficiaries, and members of the public who have hearing, vision, or speech impairments using:			
	Yes	No	N/A
a. Qualified sign language and oral interpreters?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Readers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Use of tapes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Braille materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. TTD?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Other (describe below)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">24 CFR 8.6</a>			
<b>Describe Basis for Conclusion:</b>			

13.

If the answer to all the items above is “no”, describe the method(s) used by the Subrecipient to facilitate effective communication:

## FAIR HOUSING AND EQUAL OPPORTUNITY

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14.

(As applicable to the program)

Has the Subrecipient adopted and implemented procedures to ensure that interested persons (including those with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities and facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Is there documentation to show steps that the Subrecipient has undertaken to attract persons with disabilities, such as?			
making buildings more accessible to persons with physical disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
home visits to assist applicants for program benefits in filling out applications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
supplying sign language interpreters for public meetings on issues relating to the participant's programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

### RECORD KEEPING (As applicable to the program)

15.

Does the Subrecipient maintain data for compliance purposes showing the extent to which persons with disabilities are beneficiaries of the program(s) being reviewed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## FAIR HOUSING AND EQUAL OPPORTUNITY

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16. (If they were done within 3 years, see Question 11 above)

Are copies of the Section 504 Self-Evaluation Form and Transition Plan available for review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

17. (As applicable to the program)

Is a copy of the "Reasonable Accommodation Policy" available for review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

### SUBRECIPIENTS (As applicable to the program)

18.

Did the Subrecipient make any sub-awards to Subrecipients?	<input type="checkbox"/>	<input type="checkbox"/>	
	Yes	No	
Is there documentation that the Subrecipients monitored Subrecipients to ensure that Section 504, ADA, and Fair Housing Act requirements affecting persons with disabilities are met?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

6. Public Improvements

SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

ELIGIBILITY

1.

Does each activity meet the requirements of Section 105(a)(2) of the Housing and Community Development Act of 1974?	
Does the project involve? [mark any or all]	
Acquisition?	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>
New Construction?	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>
Reconstruction?	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>
Rehabilitation?	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>

2.

Briefly describe the project:

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3.

Briefly describe the intended use?

4.

Is the activity being carried out by a Unit of General Local Government?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Yes No

If yes, is or will the building or facilities assisted with CDBG-DR funds be used for the general conduct of government?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Yes No N/A

[24 CFR 570.207\(a\)\(1\)](#)

If yes, did the State receive a waiver for buildings for the general conduct of government?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Yes No N/A

**Describe Basis for Conclusion:**

5.

Is the activity being carried out by a non-profit entity?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Yes No

[24 CFR 570.201 \(c\)](#)

Is the title currently or in the future to be held by the non-profit?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Yes No N/A

Will the facilities be operated so as to be open for use by the general public during all normal hours of operation?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Yes No N/A

If yes, is the program/Subrecipient claiming *Limited Clientele* as its National Objective? [24 CFR § 570.483 \(b\)\(2\)\(i\)\(A\)](#)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Yes No N/A

**Describe Basis for Conclusion:**

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6.

Are [or will] fees being charged for the use of the facilities? <a href="#">24 CFR 570.200(b)(2)</a>	<input type="checkbox"/>	<input type="checkbox"/>	
	Yes	No	
Are the [proposed] fees reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
or will the [proposed] fees have the effect of precluding low and moderate income persons from using the facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## COVERED PROJECT

7.

Is the infrastructure project labeled a <b><i>Covered infrastructure project</i></b> as defined by the <i>Federal Register</i> notices published November 18, 2013 and June 3, 2014?	<input type="checkbox"/>	<input type="checkbox"/>	
	Yes	No	
If the answer is yes, has it been approved by HUD?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

8.

If the project is not identified as a “covered project,” does the documentation in the Subrecipient’s project file support a determination that the project falls outside the “covered project” definition in the <i>Federal Register</i> notices published November 18, 2013 and June 3, 2014?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
<b>Describe Basis for Conclusion:</b>		

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9.

If the project is determined to be a “covered project”:			
a. Was a comprehensive risk analysis applied to select, prioritize, implement, and maintain infrastructure projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. Were resilience performance standards for the infrastructure project financed with CDBG-DR funds Implemented?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## COVERED PROJECT Continued

10.

If the project is determined to be a “covered project”:			
a. Was a process outlined in the amended or approved Action Plan for the design and selection of green infrastructure projects and/or how selected projects will incorporate green infrastructure components incorporated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. Was a transparent and inclusive decision process for the selection of <b><i>Covered infrastructure projects</i></b> as described in the Action Plan used?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. Have plans to monitor and evaluate the efficacy and sustainability of <b><i>Covered infrastructure projects</i></b> been developed and/or implemented?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2013 <i>Federal Register</i> notice (78 FR 60104) and Federal Register notice (79 FR 31964)			
<b>Describe Basis for Conclusion:</b>			

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### FEDERAL MATCH

11.

If the policies and procedures allow CDBG-DR funds to be used as the non-federal match for a project funded by the U.S. Army Corps of Engineers, is the amount of CDBG-DR restricted to \$250,000 or less? [42 USC § 5305]?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>	

### BUSINESS ASSISTANCE PROJECTS

12.

Was assistance provided to private utilities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>	

13.

Was assistance provided to a small business in the liquid fuel supply chain?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If yes, is there an award agreement that requires the business to adopt measures to mitigate the impact of disasters of the liquid fuel supply chain?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<i>Federal Register</i> Notice published November 18, 2013 (78 FR 69108)	
<b>Describe Basis for Conclusion:</b>	



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14.

Does the Subrecipient have a copy of the contract for architectural/engineering services which specifies those services to be provided?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

15.

State law requires that the documents be reviewed and approved by an engineer/architect registered in the State of Oklahoma. Has this been done?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

## SOLICITATION

16.

Does the bid package contain the following requisite CDBG-DR documents:			
Invitation/Advertisement for Bid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Instructions to Bidders and Bid Proposal Forms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Correct Wage Decision?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Equal Employment Requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Section 3 Requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
General Conditions of the Contract to include the Federal Labor Standards Provisions (HUD Form 4010)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Supplemental General Conditions for the Contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Bonding and Insurance Requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Contractor and sub-contractor eligibility verification requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

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17.

Is there evidence a copy of the bid package was sent to all bidders?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

18.

If applicable, evidence that bid amendments were sent to each bidder?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

19.

Does the file contain a log of bids received by time, date of receipt, and offer?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
<b>Describe Basis for Conclusion:</b>		

20.

What's the bid opening date? _____
What date did ODOC provide contractor eligibility verification: _____

21.

Are there minutes of the bid-opening?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Is there evidence of Bid Bond?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## PUBLIC IMPROVEMENTS

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22.

Was the eligibility determination provided before the construction contract was awarded to the successful bidder?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
<b>Describe Basis for Conclusion:</b>		

23.

Is the successful bidder the lowest bidder?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If no, was a "Statement of Justification" sent to the low bidder explaining?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

24.

Is the date of construction contract award within 90 days of the bid opening?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
<b>Describe Basis for Conclusion:</b>		

25.

If no, is there documentation that a new wage decision and lock-in was provided by ODOC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If no, contact the Davis-Bacon Specialist to determine whether there was a modification to the wage decision that may have resulted in an underpayment of wages and fringe benefits paid to workers.			

## PUBLIC IMPROVEMENTS

Page 9

### CONSTRUCTION CONTRACT

26.

Does the construction contract contain the following requisite CDBG-DR documents?		
Invitation/Advertisement for Bid?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Instructions to Bidders and Bid Proposal Forms?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Correct Wage Decision?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Equal Employment Opportunity Requirements?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Section 3 Requirements?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
General Conditions of the Contract to include the Federal Labor Standards Provisions (HUD Form 4010)?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Supplemental General Conditions of the Contract?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Contractor's Certifications?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Contractor's Bid Proposal?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Bond and Insurance Requirements?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Contractor and sub-contractor eligibility verification requirements?		

	<input type="checkbox"/> <input type="checkbox"/> Yes No
--	---

**PUBLIC IMPROVEMENTS**

Page 10

**CONSTRUCTION PRE-CONSTRUCTION CONFERENCE**

27.

Did a review of the pre-construction conference minutes adequately detail information regarding:			
Federal Labor Standards Provisions (Exhibit VIII-J)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Additional job classifications requests?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Weekly payroll submission, payroll signatures, and statements of compliance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Posting the wage decision?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Apprentices and trainees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Overtime pay provisions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Payroll deductions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Employee interviews?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Prevailing wage rates or wages?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Restitution for underpayment of wages?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Section 3 planning requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Contractor and sub-contractor eligibility verification requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
--	-----	----	-----

CONSTRUCTION CONSTRUCTION FILE

28.

Review the construction file. Have they adequately kept records of	Yes	No	N/A
Building Permits?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Copies of construction inspections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Certificate of Occupancy (CO)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Construction contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Contract amendments (if applicable)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Work order changes (if applicable)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Deed of Easement (if applicable)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Copies of payment and performance bond?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Copies of contractor/sub-contractor certification for EEO?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Copies of contractor/sub-contractor certification for Section 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Copies of contractors/sub-contractor Affidavit of Prime Bidder?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Notice to Proceed date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Architect's Certification (Architectural Barrier's Act) or appropriate HUD waivers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

## 7. Labor Standards

### SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

### PAYROLLS

1.

Is a Davis-Bacon wage decision assigned to each covered contract? <a href="#">Sec. 3142. Rate of wages for laborers and mechanics</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Basis for Conclusion:	

2.

Is the assigned wage decision and HUD-4010, "Federal Labor Standards Provisions," incorporated into each bid specification and/or contract? <a href="#">Fair Labor Standards Act</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Basis for Conclusion:	

3.

Does the file contain each weekly payroll report from the contractor and sub-contractors, beginning from the construction start through the construction end date or present date (first to current/last)? <a href="#">Sec. 3142 C (1) Rate of wages for laborers and mechanics</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Describe Basis for Conclusion:	



## LABOR STANDARDS

Page 2

4.

<a href="#">U.S. DOL Form WH-347 "Statement of Compliance"</a> :	
Are the payrolls signed by an appropriate principal of the firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do they include a signed "Statement of Compliance" from the contractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have questions 4a and 4b been answered in the "Statements of Compliance"?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>	

5.

Have the appropriate wages and fringe benefits been paid? <a href="#">Sec. 3141 2 (b)</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If no, explain deficiency and what steps have been taken to correct:	
<b>Explanation:</b>	

6.

Are corrected payrolls on file with the Subrecipient?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
---	---

7.

Was time and half paid for all work over 40 hours? <a href="#">Fair Labor Standards § 207</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
--	---

8.

Has an underpayment of over \$1,000.00 occurred?	<input type="checkbox"/>	<input type="checkbox"/>	
	Yes	No	
Was an Enforcement Report filed with DOL?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

## LABOR STANDARDS

Page 3

9.

Are there apprentices or trainees on the payroll report? <a href="#">Fair Labor Standards Act § 214</a>	<input type="checkbox"/>	<input type="checkbox"/>	
	Yes	No	
If yes, does the Subrecipient have a copy of the apprentice certification with apprentice's registration number or the Trainee Program Certification for each trainee or apprentice on the payroll report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

10.

Are there additional job classifications on the payroll report that do not appear on the wage determination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If the answer is yes, is there evidence the Subrecipient requested additional job classifications through ODOC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If yes, does the Subrecipient's file contain copies of the approved of additional job classification request wage rates from ODOC?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

11.

Does the Subrecipient's file contain evidence that payrolls were reviewed by the Subrecipient in a timely manner to ensure early identification of problems and that correct wages were being paid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

12.

Is there a signed Final Statement of Wage Compliance on file?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

## INTERVIEWS

13.

Were job-site interviews conducted?

[Chapter 15 HUD Guide Book 15f04](#)☐

Yes

☐

No

**LABOR STANDARDS***Page 4*

14.

Does the Subrecipient have copies of each Record of Employee Interview Form documenting interviews?

☐

Yes

☐

No

☐

N/A

**Describe Basis for Conclusion:**

15.

Did interviews record work performed by worker and observed by the interviewer?

☐

Yes

☐

No

☐

N/A

**Describe Basis for Conclusion:**

16.

Were interviews compared with payrolls?

☐

Yes

☐

No

☐

N/A

**Describe Basis for Conclusion:**

17.

Were at least 10% of each job classification interviewed?

☐

Yes

☐

No

☐

N/A

**Describe Basis for Conclusion:**

18.

Is the ratio of trade skill workers to laborers acceptable?

☐

Yes

☐

No

☐

N/A

**Describe Basis for Conclusion:**

## 8. Housing Rehabilitation

### SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

1.

Is the Subrecipient charging pre-award ('reimbursement') costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

2.

Do the policies and procedures require that all reimbursement activities are consistent with HUD guidance for charging pre-award ('reimbursement') costs? CPD Notice 14-017	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

3.

Do the policies limit reimbursement activities to expenses incurred before the date on which the person or entity applied for CDBG-DR assistance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## HOUSING REHABILITATION

Page 2

4.

Do the policies limit reimbursement activities to expenses incurred within one year after the date of the disaster, as applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

5.

Do the policies ensure compliance with other federal cross-cutting requirements including:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Lead-Based Paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Civil Rights?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Uniform Relocation Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
and Davis-Bacon, as described in the guidance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

6.

If CDBG-DR funds were used for rehabilitation of real property located within the Special Flood Hazard Area (SFHA), are those assisted properties in compliance with the flood insurance purchase and community participation requirements at Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended, and at <a href="#">24 CFR 570.605</a> and <a href="#">24 CFR 570.509(c)(4)(iv)</a> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## HOUSING REHABILITATION

Page 3

### LOCAL HOUSING CODES

7.

Have local housing codes been adopted in conjunction with the Subrecipient's rehabilitation standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If the answer to question above is "yes," how does the Subrecipient determine that the work items meet local codes upon completion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

8.

Describe the process for preparing the work specifications and cost estimates, including which employee's positions have the responsibility to prepare the cost estimates and approve them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

9.

Is there a written procedure in place for changes in the scope of work and/or specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

10.

Is there a procedure for determining if contract costs are reasonable and, if so, who or which employee positions have the responsibility for making the determination and approving the costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If the answer to "c" above is "no," what actions are being taken to ensure that costs are reasonable per OMB Circular A-87?			

**Describe Basis for Conclusion:**

## HOUSING REHABILITATION

Page 4

### LOAN SERVICING

11.

Is the Subrecipient providing assistance in the form of a loan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, skip to question 20	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

12.

Does the Subrecipient have written loan-financing procedures in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

13.

If there are written procedures, do they set forth the conditions of assistance, such as the interest rate charged, the loan term, and the maximum borrowing amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

14.

If there are procedures, do they describe a process for handling delinquencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			





## HOUSING REHABILITATION

Page 5

15.

If loans are involved, what is the process for servicing them? (For example, who collects repayments when due and posts them to account records?)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

16.

If the program provided a loan to an owner, is there a copy of the promissory note and loan agreement on file?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

17.

If the loans are secured, are the security documents recorded?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

18.

If a bank is involved in loan servicing, has the Subrecipient signed a written agreement with the bank, specifying the services to be provided by the bank, the fees, and the consequences for failure to perform?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## HOUSING REHABILITATION

Page 6

19.

If applicable, has the lender performed any administrative services for the program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## CONTRACTOR SELECTION

20.

Is there a written contractor selection procedure in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

21.

If the answer to question above is “yes,” describe the contractor selection process, including whether the Subrecipient selects the contractor, or, if the owner selects the contractor, what guidance, if any, is provided by the Subrecipient?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

22.

Is there an adequate pool of contractors who perform rehabilitation work as overseen by the Subrecipient or its designee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## HOUSING REHABILITATION

Page 7

23.

Is there a written procedure for resolving contract disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

24.

Whether the Subrecipient has written procedures in place or not, describe the Subrecipient's process for resolving contract disputes.
<b>Describe Basis for Conclusion:</b>

### LUMP SUM DRAWDOWNS

25.

Does the Subrecipient draw down funds in a lump sum as permitted by the regulation at <a href="#">24 CFR 570.513</a> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If no, skip to "Escrow" question 37.	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

26.

If the answer to question above is "yes," what is the date of the execution of the agreement and the amount of the initial deposit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			



## HOUSING REHABILITATION

Page 8

27.

If the Subrecipient has drawn down funds in a lump sum, does the participant have a written lump sum agreement? <a href="#">24 CFR 570.513(b)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

28.

If the answer to question above is “yes,” what is the date of the execution of the agreement and the amount of the initial deposit?
<b>Describe Basis for Conclusion:</b>

29.

Does the lump sum agreement contain the required elements?			
the obligations and responsibilities of the parties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
The terms and conditions on which CDBG-DR funds are to be deposited and used or returned?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
The rate of interest?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<a href="#">24 CFR 570.513(b)(2)</a>			
<b>Describe Basis for Conclusion:</b>			

## HOUSING REHABILITATION

Page 9

30.

Does the agreement describe the benefits to be provided by the private financial institution in support of the Subrecipient's rehabilitation program, including provisions of interest payments, and at least one of the three regulatory requirements; and are such benefits being provided?  <a href="#">24 CFR 570.513(b)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

31.

Was a copy of the executed agreement provided to the HUD Field Office (as well as any modifications made to the agreement during its term, if applicable)?  <a href="#">24 CFR 570.513(b)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

32.

Was HUD notified of the amount of CDBG-DR funds distributed to the private financial institution before the funds were used for the intended purpose?  <a href="#">24 CFR 570.513(e)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## HOUSING REHABILITATION

Page 10

33.

Are the funds being used in accordance with the written agreement for eligible rehabilitation of privately-owned properties? <a href="#">24 CFR 570.513(b)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

34.

Did use of the deposited funds commence within 45 days of the deposit? <a href="#">24 CFR 570.513(b)(4)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

35.

Were funds substantially disbursed within 180 days of receipt of the deposit (e.g., 25% of the fund, deposit plus interest earned)? <a href="#">24 CFR 570.513(b)(4)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

36.

Does the Subrecipient review the level of program activity annually? <a href="#">24 CFR 570.513(b)(5)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## HOUSING REHABILITATION

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### ESCROW

37.

Has the Subrecipient established escrow accounts for use in funding the rehabilitation of residential properties? (If the answer is “no,” stop here.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

38.

If the answer to question above is “yes,” are the use of the funds limited to loans and grants of primarily residential properties containing no more than four dwelling units (and accessory space, if applicable)?  <a href="#">24 CFR 570.511(a)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

39.

Are the escrow accounts used and funds deposited into an escrow account, only when specifically provided for in an executed contract between a property owner and contractor?  <a href="#">24 CFR 570.511(a)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			



## HOUSING REHABILITATION

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40.

Is the amount of funds deposited limited to an amount expected to be disbursed within 10 working days from date of deposit? <a href="#">24 CFR 570.511(a)(4)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

41.

Are escrow funds deposited into an interest-bearing account? <a href="#">24 CFR 570.511(a)(3)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

42.

If the answer to question above is “yes,” is the interest earned on the account remitted to HUD at least quarterly (less any service charges), unless the interest is attributable to the investment of program income (in which case, this should be described in the “basis for conclusion” below)? <a href="#">24 CFR 570.511(b)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## 9. Acquisitions/Buyouts/Relocation

### SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

### Acquisitions/Buyouts/Relocation

### ELIGIBILITY

1.

Are the activities funded under this program eligible under the Housing and Community Development Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>List the Citation for Eligibility:</b>	

2.

As required by the appropriation law, are reviewed activities related to the impact of the applicable disaster(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>	

3.

As required by the appropriation law, are activities located in a county that was Presidentially-declared as a major disaster?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>	

## ACQUISITIONS/BUYOUTS/RELOCATION

Page 2

### GENERAL MANAGEMENT

4.

Is there a Residential Anti-displacement and Relocation file?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If Yes, does it contain the following information?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
a. Resolution adopting the Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Residential Anti-displacement/Relocation Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. If applicable, regulations, information booklets, relocation claim forms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Does the Plan identify a person who is responsible for displacement and relocation compliance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

5.

Does the Subrecipient have policies and procedures for the program being implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

6.

Were environmental reviews completed for each property acquired?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## ACQUISITIONS/BUYOUTS/RELOCATION

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### PROPERTY BUYOUTS

7.

Did the Subrecipient conduct property acquisitions for the purpose of mitigating flooding hazards?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
If no, skip to question _____			
<b>Describe Basis for Conclusion:</b>			

8.

Are the acquisitions of property by the Subrecipient located in a floodway, floodplain or a designated Disaster Risk Reduction Area and is intended to reduce risk from future flooding?  [Federal Register /Vol. 78, No. 43 or Vol. 80, No. 222]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>		

9.

Are the properties dedicated and maintained (restricted deed) in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## ACQUISITIONS/BUYOUTS/RELOCATION

Page 4

10.

Did the <b>Subrecipient</b> uniformly apply an appropriate valuation method (including the use of pre-flood value or post-flood value as a basis for property value) in using CDBG-DR funds for buyouts?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

11.

Is there a prohibition on new structures being erected on property acquired, accepted or from which a structure was removed under the acquisition or relocation program, other than?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
a. a public facility that is open on all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. a rest room?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. a flood control structure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
d. a structure that the local floodplain manager approves in writing before the commencement of the construction of the structure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

## ACQUISITIONS/BUYOUTS/RELOCATION

Page 5

12.

Is there a prohibition on applying for additional disaster assistance for any purpose that will be made by the Subrecipient to any Federal entity in perpetuity with respect to any property acquired, accepted, or from which a structure was removed under the acquisition or relocation program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

### BUYOUT ACQUISITION AND NON-BUYOUT VOLUNTARY ACQUISITION

13.

Did the Subrecipient require the purchase price for any acquisitions with CDBG-DR funds to be based on fair market value in accordance with applicable cost principles?  [ <i>Federal Register</i> notices published March 5, 2013 and May 29, 2013; applicable to grants under Public Laws 112-55 and 113-2]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

14.

Does the file contain a written notification to the seller that the property would not be taken through eminent domain condemnation if negotiations failed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

15.

A Notice of Determination of Exemption is required to evidence the transaction as voluntary. Is there a signed Notice of Determination of Exemption in the's file?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

## ACQUISITIONS/BUYOUTS/RELOCATION

Page 6

16.

Is there a copy of the signed owner's acknowledgement of a voluntary acquisition and does it contain the fair market value of the property on file?  <b>If there is not a voluntary acquisition acknowledgement the acquisition will be considered not voluntary.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

17.

Were any tenants or businesses occupying the property at time of acquisition or at the time of the flood?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

18.

If yes, is there evidence occupants were advised of their rights under the URA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

19.

If the owner waived his rights under URA, is there a signed voluntary acquisition notice) signed by the owner on file?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

## ACQUISITIONS/BUYOUTS/RELOCATION

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20.

Are the following documents on file:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Identification of property and property owner(s)?	Yes	No	N/A
b. The purchase contract and documents conveying the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. The Settlement Statement and evidence the owner received net proceeds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

21.

Was notification of fair market value provided prior to the signing of a purchase offer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

22.

Is there adequate documentation in the file to support the basis for determining the fair market value?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## APPLICABLE TO PROPERTY DONATIONS ONLY

23.

Was an appraisal conducted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			



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## ACQUISITIONS/BUYOUTS/RELOCATION

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24.

If no, is there a signed waiver of appraisal statement by the property owner(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

25.

Does the file contain a copy of the "Notice of Determination of Exemption"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

Acquisition/Involuntary

26.

What is the date of submission of the application for Federal financial assistance, or the date of site control, if later?
<b>Describe Basis for Conclusion:</b>
Date: _____

27.

Pursuant to [49 CFR 24.2(a)(15)], what is the date of "initiation of negotiations"?
Date: _____

## ACQUISITIONS/BUYOUTS/RELOCATION

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28.

What activities are being monitored:		
a. Acquisition (including Down-payment Assistance)?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
b. Conversion?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
c. Demolition?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
d. Rehabilitation?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

29.

Will the activity(ies) trigger		
a. URA requirements?	<input type="checkbox"/>	<input type="checkbox"/>
b. Section 104(d) requirements? NOTE: The 104(d) requirements were waived if the Subrecipient has defined in their Plan demonstrable hardship.	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
<b>Describe Basis for Conclusion</b>		

30.

Does the project file contain a Relocation Plan, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## ACQUISITIONS/BUYOUTS/RELOCATION

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31.

Does the project file contain an occupant roster, current at the time of the flood, including all of the following information? (If no current roster is available, indicate below the reason, the date of the latest roster, or whether something other than a roster was used.)

a. Resident Name?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. Household Size (if applicable)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. Household Income (if applicable)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
d. Unit Size?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
e. Rent/Utility Cost?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

**Describe Basis for Conclusion:**

32.

Does the project file contain an occupant list from the time of the flood?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

**Describe Basis for Conclusion:**

33.

Does a comparison of the occupant lists from the time of flood suggest displacement may have occurred?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

**Describe Basis for Conclusion:**

## ACQUISITIONS/BUYOUTS/RELOCATION

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34.

Does the project file contain an explanation of the reasons any persons vacated between the time of the flood and initiation of negotiations? (Include the names of persons who moved out without receiving notices or assistance below.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>  		

35.

Does the project file contain a copy of a Move-In Notice for all new occupants that moved into the project since application?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>  		

36.

If applicable, does the project file contain an occupant list current at the time of the Initiation of Negotiations?	
<b>Describe Basis for Conclusion:</b>  	

37.

Does the project file contain information (i.e., advisory services log, intake form) about the advisory services that will be/have been offered?  <a href="#">[49 CFR 24.9(a); 49 CFR 24.205(c)]</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>  		

## ACQUISITIONS/BUYOUTS/RELOCATION

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38.

Were all advisory services offered in compliance with the requirements of <a href="#">[49 CFR 24.205(c)]</a> ?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Describe Basis for Conclusion:		

39.

Does the project file contain copies of the following notices:			
a. General Information Notice and When a Public Agency Acquires Your Property? <a href="#">[49 CFR 24.203(a)]</a>	<input type="checkbox"/>	<input type="checkbox"/>	
	Yes	No	
b. Notice of Eligibility? <a href="#">[49 CFR 24.203(b)]</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. Notice of Non-displacement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
d. 90-day Notice? <a href="#">[49 CFR 24.203(c)]</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
e. 30-day Notice?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
f. Notice of Temporary Relocation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
g. Notice of Interest? <a href="#">[49 CFR 24.102(b)]</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
h. Notice of Intent to Acquire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

## ACQUISITIONS/BUYOUTS/RELOCATION

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40.

Does the project file contain evidence that notices were hand delivered or served registered or certified mail, return receipt requested?  <a href="#">[49 CFR 24.5]</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

41.

Was the property appraised?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

42.

Was the property appraised by a qualified appraiser prior to negotiations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

43.

Was a review appraisal conducted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Date of the review: _____			
<b>Describe Basis for Conclusion:</b>  			

## ACQUISITIONS/BUYOUTS/RELOCATION

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44.

If the land or property was occupied, was the owner(s) or appointed designee(s) invited to attend the appraisal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

45.

Was a written offer describing the basis for determining just compensation provided to the owner prior to any bargaining?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
a. Date of offer: _____			
b. Property purchase price: _____			
c. Date of closing: _____			
<b>Describe Basis for Conclusion:</b>			

46.

a. Does the project file contain signed copies of replacement housing payment claim forms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. Were the amounts paid supported by documentation (i.e., rent receipts, lease, utility bills for old, comparable or actual replacement unit)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## ACQUISITIONS/BUYOUTS/RELOCATION

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47.

a. Does the project file contain signed copies of moving cost claim forms?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. Were the amounts paid supported by documentation (i.e., receipts, estimates, etc.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

48.

Does the project file contain documentation to support that the following types of replacement housing units are decent, safe and sanitary:	
a. Comparable replacement unit(s)? <a href="#">[49 CFR 24.2(a)(6)(i) and 24.2(a)(8)]</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Actual replacement? <a href="#">[49 CFR 24.401(a)(2) or 24.402(a)(2)]</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Temporary unit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>	

49.

Did the Subrecipient correctly calculate replacement housing payments for the project being reviewed? <a href="#">[49 CFR Part 24, subpart E]</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>	



## ACQUISITIONS/BUYOUTS/RELOCATION

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50.

Did the Subrecipient correctly calculate the moving and related expense reimbursements for the project being reviewed? <a href="#">[49 CFR Part 24, subpart D]</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

51.

Certification of Legal Residence: <a href="#">[49 CFR 24.208]</a>			
a. Did all persons receiving assistance sign a certification of legal residency? <a href="#">[49 CFR 24.208(a)]</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Did persons who did not provide a certification of legal residency or who have been determined to be not lawfully present in the United States, and who received assistance, claim an exceptional and extremely unusual hardship exemption?  (If so, identify below the documentation supporting hardship claim and indicate whether payments were made with HUD funds.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Describe Basis for Conclusion:			

52.

Did the Subrecipient promptly review any appeals filed by aggrieved persons in compliance with the requirements of the URA and <a href="#">[49 CFR Part 24]</a> ?  <a href="#">[49 CFR 24.10(a)]</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

## ACQUISITIONS/BUYOUTS/RELOCATION

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53.

Did the Subrecipient comply with the requirement that:		
a. No waiver of relocation assistance be proposed or requested? [ <a href="#">49 CFR 24.207(f)</a> ]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
b. Additional or alternative assistance be provided under the Last Resort housing provisions of the URA when comparable replacement dwellings are not available within the monetary limits for owners or tenants set for in 49 CFR 24.401(b) and 24.402(a)? [Also <a href="#">49 CFR 24.404(a)</a> ]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
		N/A
c. No part of a relocation payment to a displaced person be withheld to satisfy an obligation to any other creditor? [ <a href="#">49 CFR 24.403(a)(6)</a> ]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
d. No displaced person be denied eligibility for a replacement housing payment solely because he/she does not meet the occupancy requirements at [49 CFR 24.401(a)] and [24.402(a)] for a reason beyond his/her control? [Also <a href="#">49 CFR 24.403(d)</a> ]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
e. Temporary relocation did not extend beyond one year before the person is either returned to his/her previous unit or location or offered permanent relocation assistance? [ <a href="#">49 CFR 24.2(a)(9)(ii)(D)</a> ]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
		N/A
Describe Basis for Conclusion:		

## ONE-FOR-ONE REPLACEMENT/DEMOLITION

**Note:** HUD waived the one-for-one replacement for affordable units that were substantially damaged. HUD did not waive the requirements for affordable units that were NOT substantially damaged.

## ACQUISITIONS/BUYOUTS/RELOCATION

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54.

<p>Did the Subrecipient demolish units that were not substantially damaged by the flood?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> <span>N/A</span> </div>
<p><b>If yes, the Subrecipient must make public by publication in a newspaper of general circulation the following items and submit to the Department of Local Affairs:</b></p>	
<p>a. description of the proposed activity?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> </div>
<p>b. location on a map and number of dwelling units by size that are affected?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> </div>
<p>c. time schedule for commencement and completion of demolition or conversion?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> </div>
<p>d. location on a map of replacement dwelling units by size?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> </div>
<p>e. source of funding and time schedule for replacement (replacement housing must be initially made available for occupancy at any time during the period beginning <b>one year before</b> the Subrecipient's submission of this information and ending <b>three years after</b> the commencement of demolition or conversion)?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> </div>
<p>f. basis of ensuring that replacement units will remain low/moderate for at least 10 years from initial occupancy?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> </div>
<p>g. if any proposed replacement units are smaller than previous units, information demonstrating that it is consistent with the housing needs of lower-income households in the jurisdiction?</p>	<div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Yes</span> <span>No</span> </div>
<p><b>Describe Basis for Conclusion:</b></p>	

## 10. Economic Development

### SUBGRANTEE INFORMATION

Contract Number	
Subgrantee Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

### GENERAL PROGRAM OVERVIEW

1.

Provide a brief description of the program (e.g., purpose of funding,)
<b>Describe:</b>

2.

Describe the eligibility requirements:
<b>Describe:</b>

3.

What forms of assistance does the program provide:	Yes	No	N/A
Grants?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forgivable Loans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## ECONOMIC DEVELOPMENT

Page 2

4.

Did the Subrecipient receive a public benefit waiver for certain economic development activities for this program? <a href="#">[Federal Register/Vol. 78, No. 43/]</a>	<input checked="checked" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
---	---	--------------------------------	---------------------------------

5.

What is minimum amount of assistance? _____
What is the maximum amount of assistance? _____

6.

Do the applications for assistance demonstrate the impact from the disaster, or proof of loss?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

7.

Does the process illustrate all sources of funding received by the applicants?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

8.

Does the Subrecipient review applications for Duplication of Benefits?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## ECONOMIC DEVELOPMENT

Page 3

9.

Does the Subrecipient conduct basic financial underwriting of applicants prior to providing assistance to a for-profit business?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

### NON LMI JOBS NATIONAL OBJECTIVE(S) UTILIZED FOR THE PROGRAM

10.

Did the program use “Urgent Need” as a National Objective for any assistance provided? (If yes see the “Urgent Need” section of the “National Objective” checklist for further questions.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

11.

Did the program use “Micro-Enterprise” as an eligible activity for any assistance provided? (If yes see the “National Objective” checklist for “Limited Clientele” for further questions.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

12.

Did the program use “LMI Area Wide Benefit” as a National Objective for any assistance provided? (If yes see the “LMI AWB” section of the “National Objective” checklist for further questions.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## ECONOMIC DEVELOPMENT

Page 4

### JOB CREATION/RETENTION

13.

<p>If using the “Creation/Retention of Jobs” for low-to-moderate income (LMI) persons: Is the Subrecipient or Subgrantee using the waiver allowing it to apply individual salaries or wages-per-job, and the income limits, for a household of one?</p> <p>Federal Register Vol. 78, No. 43, 3-5-2013, Waiver</p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					

14.

<p>If the answer above is “yes”, has documentation been maintained on the creation and retention of:</p>							
<p>a. total jobs?</p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>b. number of jobs within certain salary ranges?</p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>c. the average amount of assistance per job and activity or program?</p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>d. the types of jobs?</p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>e. The North American Industry Classification System (NAICS) code for each job?</p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p><b>Describe Basis for Conclusion:</b></p> <p>Federal Register, Vol. 78, No. 43, March 5, 2013</p>							

## ECONOMIC DEVELOPMENT

Page 5

15.

If the answer above is “no,” has the Subrecipient (and/or Subgrantee) demonstrated LMI-Jobs using total household income and total household size?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
and/or			
Is the Subrecipient using “presumed benefit” based on the census tract where the person resides or the business is located for LMI eligibility per <a href="#">24 CFR 570.483(b)(4)(iv) and/or (v)</a> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

16.

Does the Subrecipient’s applications for assistance and written agreements have provisions for:			
Listing by job title of the permanent jobs to be created or retained, identifying which are part-time, if any?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If assisted businesses include part-time jobs, are they computed on a full-time equivalent (FTE) basis using 40 hours as an FTE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
If assisted businesses included temporary jobs in the application, are they excluded from the written agreements and/or the job reporting figures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			



## ECONOMIC DEVELOPMENT

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### JOB CREATION

17.

For assisted businesses that meet the national objective based on jobs being <b>held by</b> low- and moderate-income persons, does the Subrecipient require a written agreement between the Subrecipient and the assisted business committing the business to have at least 51% of the jobs, on a full-time equivalent basis, to be <b>held by</b> low- and moderate-income persons? <a href="#">24 CFR 570.506(b)(5)(ii)(A)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

18.

For assisted businesses that meet the national objective based on jobs being <b>made “available to”</b> low- and moderate-income persons, does the Subrecipient require a written agreement between the and the businesses which contains commitments from the businesses that they will make at least 51% of the jobs <b>available to</b> low- and moderate-income persons and will provide training for any jobs requiring special skills and education? <a href="#">24 CFR 570.506(b)(5)(i)(A)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

### JOB RETENTION

19.

Does the Subrecipient qualify the businesses assisted on the basis of job retention?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## ECONOMIC DEVELOPMENT

Page 7

20.

If yes, what evidence does the Subrecipient require businesses to show that jobs would have been lost without the CDBG-DR assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe:</b>  			

21.

Is there documentation for each assisted business that lists the job title of the permanent <b>jobs retained</b> (including which jobs are part-time) and which jobs are <b>held by</b> low- and moderate-income persons (where it is known) at the time CDBG-DR assistance was provided? <a href="#">24 CFR 570.506(b)(6)(ii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

AND/OR

22.

Is there documentation as to which of the <b>retained jobs</b> are projected to become <b>available to</b> low- and moderate-income persons through job turnover within two years of the CDBG-DR assistance being provided? <a href="#">24 CFR 570.506(b)(6)(ii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>  			

## Economic Development File Checklist for Each Assisted Business

[Duplicate as needed]

Name of assisted business:			
Amount of Assistance	\$		
Date of Assistance	<a href="#">Click here to enter a date.</a>		
Purpose of Assistance	<a href="#">Click here to enter text.</a>		
<b>Proposed</b> Number of Full Time Jobs	To Be Created	To Be Retained	
<b>Actual</b> Number of Full Time Jobs	To Be Created	To Be Retained	
Number of <b>Actual</b> LMI jobs	Held By:	Made Available to:	Combination:
LMI Determination	Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No	Household Income <input type="checkbox"/> Yes <input type="checkbox"/> No	Presumed <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Determined	<a href="#">Click here to enter a date.</a>		
If LMI Jobs was not used, Check appropriate National Objective <input type="checkbox"/> N/A	Urgent Need <input type="checkbox"/> Yes	Slum & Blight <input type="checkbox"/> Yes	LMI AWB <input type="checkbox"/> Yes
Was the following documentation found in the file?	Underwriting <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe:	
	National Objective <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe:	
	Duplication of Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe:	
	Environmental Review <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe:	
	Davis Bacon <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Describe:	
	Listing of by job title of the permanent jobs to be created or retained <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe:	
	which jobs (if any) are part-time; <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe:	
	which jobs will be held by to low-	Describe:	

	and moderate-income persons; or <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
	which jobs will be <b>made available to</b> low- and moderate-income persons; (for job retention) thorough turn over within two years which of those jobs require special skills or education <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Describe:
Job Retention Only	Evidence clearly and objectively show that jobs would have been lost without CDBG assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe:

11. Duplication of Benefits

SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

1.

Do the policies and procedures require all other sources of disaster assistance for the same purpose to be identified and considered to prevent a duplication of benefit (DOB)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<a href="#">Federal Register / Vol. 76, No. 221</a>			
Describe Basis for Conclusion:			

## DUPLICATION OF BENEFITS

Page 2

2.

Are applicants for assistance required to disclose the following potential sources of disaster assistance:	
a. Insurance?	<input type="checkbox"/> <input type="checkbox"/> Yes No
b. Federal Emergency Management Agency (FEMA)?	<input type="checkbox"/> <input type="checkbox"/> Yes No
c. Small Business Administration?	<input type="checkbox"/> <input type="checkbox"/> Yes No
d. National Flood Insurance Program (NFIP)?	<input type="checkbox"/> <input type="checkbox"/> Yes No
e. Other federal, state, or local funding?	<input type="checkbox"/> <input type="checkbox"/> Yes No
f. Other nonprofit, private sector, or charitable funding?	<input type="checkbox"/> <input type="checkbox"/> Yes No
<b>Describe Basis for Conclusion:</b>	

### Policies and Procedures

3.

Do the policies and procedures require all beneficiaries to enter into a signed agreement (e.g., subrogation agreement) to repay any assistance later received for the same purpose as the CDBG-DR disaster recovery funds?	<input type="checkbox"/> <input type="checkbox"/> Yes No
<b>Describe Basis for Conclusion:</b>	

## DUPLICATION OF BENEFITS

Page 3

4.

Do the policies and procedures address recapture of CDBG-DR funds (e.g., in case of an overpayment, duplication of benefit)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>		

5.

Do the policies and procedures require the grantee to comply with HUD's guidance when assisting applicants that declined SBA assistance to ensure expenditures are for "necessary costs" of recovery, as required by Public Law 113-2 (and other supplemental appropriations, as applicable)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Describe Basis for Conclusion:</b>		

6.

Does these policies and procedures include:			
a. Identification of the circumstances under which applicants declined assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. Establishment of why CDBG-DR assistance is appropriate when assisting applicants that declined SBA assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. Determination of the amount of CDBG-DR assistance that is necessary and reasonable to assist applicants in achieving recovery?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

## DUPLICATION OF BENEFITS

Page 4

7.

Do the policies and procedures exclude non-duplicative assistance from the final benefit calculation for the following instances:			
a. Provided for a different purpose?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. Used for a different, eligible purpose?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. Assistance not available to the applicant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
d. Assistance is a private loan not guaranteed by SBA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
e. Any other asset or line of credit available to the applicant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<a href="#">Federal Register / Vol. 76, No. 221</a>			
<b>Describe Basis for Conclusion:</b>			

### Activity Files

8.

a. Are all sources of assistance that were provided to applicant for the same purpose determined to be a DOB?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			
b. How the DOB determination impacted the applicant's CDBG-DR award? If a DOB was found, was there a reduction in the award amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			



## DUPLICATION OF BENEFITS

Page 5

c. That each applicant has entered into a signed agreement (e.g., subrogation agreement) to repay subsequent duplicative assistance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>Describe Basis for Conclusion:</b>

d. If a DOB occurred after assistance was awarded, were funds recaptured in accordance with the agreement and the grantee's policies and procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

<b>Describe Basis for Conclusion:</b>

## 11.1 Individual Project Duplication of Benefits Worksheet

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DOB Worksheet for checking Subrecipient's CDBG-DR Award and DOB determination.

[Federal Register /Vol. 76 No. 221/](#) November 16, 2011

Make additional copies for each file sampled

1. Identify Applicant's Total Need Prior to Any Assistance (e.g., rehabilitation cost estimate)		\$	
2. Identify All Potentially Duplicative Assistance:			
		Potential      Actual DOB	
a. FEMA Housing Grant	Interim Housing (e.g., rent)	\$	\$
	Permanent Housing (e.g., repair/rehabilitation)	\$	\$
b. SBA Loan		\$	\$
c. Insurance (Structure, not Contents)		\$	\$
d. National Flood Insurance Program (NFIP)		\$	\$
e. Other federal, state, or local funding		\$	\$
f. Other nonprofit, private sector, or charitable funding		\$	\$
Totals		\$	\$
(3) Total of all assistance found to be duplicative, resulting in the maximum potential award amount, or unmet need (Actual DOB Total)			\$
(4) Maximum Eligible Award (Item 1 less Item 3)			\$
(5) Program Cap (if applicable)		\$	
(6) Final Award (lesser of Items 4 and 5)			\$

## 12. Section 3

### SUBRECIPIENT INFORMATION

Contract Number  
Subrecipient Name  
Type of Organization  
Name of Program  
Grant Manager  
Date Onsite


### APPLICABILITY

1.

Does the project involve?	
Housing rehabilitation (including reduction and abatement of lead-based paint hazards? or	<input type="checkbox"/> <input type="checkbox"/> Yes No
Housing construction?	<input type="checkbox"/> <input type="checkbox"/> Yes No
Other public construction?	<input type="checkbox"/> <input type="checkbox"/> Yes No
<a href="#">24 CFR 135.3(a)(2)</a>	
Describe Basis for Conclusion:	

## SECTION 3

Page 2

### THRESHOLDS

2.

Is the award to the Subrecipient greater than \$200,000? <a href="#">24 CFR 135.3(a)(3)(ii)(A)</a>	
If No Section 3 does not apply	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
If yes, does the value of work for any contractor or subcontractor exceed \$100,000? <a href="#">24 CFR 135.3(a)(3)(ii)(A)</a>	Yes No N/A
If no, Section 3 does not apply	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Yes No N/A
<b>Describe Basis for Conclusion:</b>	

### CONSTRUCTION DOCUMENTS

3.

Does the bid package contain the Section 3 Requirements?	<input type="checkbox"/> <input type="checkbox"/>
	Yes No
<b>Describe Basis for Conclusion:</b>	

4.

Does the construction contract contain the Section 3 Requirements?	<input type="checkbox"/> <input type="checkbox"/>
	Yes No
<b>Describe Basis for Conclusion:</b>	

## SECTION 3

Page 3

5.

Does the construction file include copies of contractor/sub-contractor certifications for Section 3?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

## SECTION 3 POLICIES AND DOCUMENTATION

6.

For the time period reviewed, did the Subrecipient's records include written procedures governing:			
a. How Section 3 residents are to be notified about employment and training opportunities generated by Subrecipient or its contractors as a result of the expenditure of covered financial assistance? <a href="#">24 CFR 135.32 (a)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. How Section 3 business concerns are to be notified about contracting (or subcontracting) opportunities generated by the Subrecipient or its contractors involving covered financial assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. How potential contractors for covered projects or Subrecipients of covered funds are to be notified about their requirements pursuant to Section 3? <a href="#">24 CFR 135.32(b)</a> and <a href="#">24 CFR 135.32(f)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
d. How covered contractors and Subrecipients are to be monitored for compliance with the requirements of Section 3? <a href="#">24 CFR 135.32(d)</a> and <a href="#">24 CFR 135.32(f)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
e. Steps taken by the Subrecipient to facilitate meeting the minimum numerical goals for employment and contracting opportunities? <a href="#">24 CFR 135.32(c)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
f. Did the Subrecipient provide evidence and/or documentation of the procedures described above?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

## SECTION 3

Page 4

### USE OF SECTION 3 RESIDENTS AS TRAINEES

7.

For the time period reviewed, did the Subrecipient's records indicate:			
a. The total number of training positions generated by the Subrecipient or its contractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. The number of training positions generated by the Subrecipient or its contractors identified above that was provided to Section 3 residents?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. Description of how the Subrecipient or its contractors determined the eligibility for Section 3 residents?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

### USE OF SECTION 3 RESIDENTS AS EMPLOYEES

8.

For the time period reviewed, did the Subrecipient's records include information about:			
a. The total number of permanent full-time positions generated by the Subrecipient or its contractors as a result of the expenditure of covered funding? <a href="#">24 CFR 135.30(b)(3)(iii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. The number of permanent full-time positions generated by the Subrecipient or its contractors identified above that was filled by Section 3 residents? <a href="#">24 CFR 135.30(b)(3)(iii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. Description of how the Subrecipient or its contractors determined eligibility of Section 3 residents? <a href="#">24 CFR 135.34(b)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A



## SECTION 3

Page 5

9.

For the time period reviewed, did the Subrecipient's records include information about:			
a. Whether the minimum numerical goal for employment was met by the Subrecipient or its contractors [30% of the aggregate number of new hires was Section 3 residents]? <a href="#">24 CFR 135.30(b)(3)(iii)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. If the minimum numerical goal for employment was not met, did the Subrecipient provide an explanation of why it was not feasible to meet the goal? <a href="#">24 CFR 135.30(d)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

### CONTRACT AWARDS TO SECTION 3 BUSINESS CONCERNS

10.

For the time period reviewed, did the Subrecipient's records include information about:			
a. The total dollar amount of covered construction contracts generated as a result of the expenditure of covered financial assistance? <a href="#">24 CFR 135.30(c)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. The total dollar amount of covered construction contracts (or subcontracts) listed above that were awarded to Section 3 business concerns? <a href="#">24 CFR 135.30(c)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. Description of how the Subrecipient or its contractors determined the eligibility of Section 3 business concerns? <a href="#">24 CFR 135.36(b)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A



## SECTION 3

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### CONTRACT AWARDS TO SECTION 3 BUSINESS CONCERNS Continued

11.

For the time period reviewed, did the Subrecipient's records include information about:			
a. Whether the minimum numerical goal for contracting was met by the Subrecipient or its contractors [10% of the total dollar amount of covered construction contracts were awarded to Section 3 business concerns]? <a href="#">24 CFR 135.30(c)(1)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. If the minimum numerical goal for construction contracts was not met, did the Subrecipient provide an explanation of why it was not feasible to meet the goal? <a href="#">24 CFR 135.30(d)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

### NON-CONSTRUCTION BUSINESSES

12.

For the time period reviewed, did the Subrecipient's records include information about:			
a. The total dollar amount of covered <b>non-construction</b> contracts generated as a result of the expenditure of covered financial assistance? <a href="#">24 CFR 135.30(c)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. The total dollar amount of covered <b>non-construction</b> contracts (or subcontracts) listed above that were awarded to Section 3 business concerns? <a href="#">24 CFR 135.30(c)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. Description of how the Subrecipient or its contractors determined the eligibility of Section 3 business concerns? <a href="#">24 CFR 135.36(b)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

## SECTION 3

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### NON-CONSTRUCTION BUSINESSES Continued

13.

For the time period reviewed, did the Subrecipient's records include information about:							
a. Whether the minimum numerical goal for contracting was met by the Subrecipient or its contractors [3% of the total dollar amount of covered non-construction contracts were awarded to Section 3 business concerns]? <a href="#">24 CFR 135.30(c)(2)</a>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
b. If the minimum numerical goal for non-construction contracts was not met, did the Subrecipient provide an explanation of why it was not feasible to meet the goal? <a href="#">24 CFR 135.30(d)</a>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					

## SECTION 3

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### PROCUREMENT PROCEDURES

14.

For the time period reviewed, did the Subrecipient's records include information about:			
a. Notification of covered contractors regarding their responsibilities pursuant to the requirements of Section 3? <a href="#">24 CFR 135.30(c)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. Monitoring covered contractors for compliance with Section 3? <a href="#">24 CFR 135.30(c)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. The imposition of penalties upon contractors for noncompliance, including refraining from entering into contracts with any contractor that has violated the requirements of Section 3? <a href="#">24 CFR 135.36(b)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
d. Whether covered solicitations (RFPs, RFQs, IFBs, etc.) contain the Section 3 clause found at <a href="#">24 CFR 135.38</a> or otherwise indicates the applicability of Section 3 to the covered project? <a href="#">24 CFR 135.30(c)(2)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
e. If the minimum numerical goal for non-construction contracts was not met, did the Subrecipient provide an explanation of why it was not feasible to meet the goal? <a href="#">24 CFR 135.30(d)</a>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

## SECTION 3

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### REPORTING AND RECORDKEEPING

15.

For the time period reviewed, did the Subrecipient's records include information about:	
a. Has a Section 3 Report been completed and submitted to ODOC? <a href="#">24 CFR Part 135.90</a>	<div><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div> <div>Yes No N/A</div>
b. For the time period reviewed, did the Subrecipient's records include documentation of the actions taken to comply with the Section 3 regulations? (Such documentation may include the results of the actions taken and any impediments encountered during the implementation of the program(s) covered by Section 3.) <a href="#">24 CFR 135.32(e)</a>	<div><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div> <div>Yes No N/A</div>

13.   Housing New Construction

SUBRECIPIENT INFORMATION

Contract Number	
Subrecipient Name	
Type of Organization	
Name of Program	
Grant Manager	
Date On-site	

1.

Does the program include:			
a. Single family units?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. Multifamily units?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. or both?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

2.

Are the units:			
a. Rental?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. Owner-occupied?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. or both?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

## NEW HOUSING CONSTRUCTION

Page 2

3.

What type(s) of entity(ies) are carrying out the program:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Local Government?	Yes	No	N/A
b. Non-profit organization?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. For-profit developer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

4.

Was the Subrecipient able to document that the disaster affected the quality, quantity, and/or affordability of the housing stock, causing that housing stock to be unable to meet post-disaster needs and population demands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

5.

Do the policies and procedures of the Subrecipient require that activities with costs reimbursable by, or for which funds are made available by, the Federal Emergency Management Agency or the Army Corps of Engineers <u>not</u> be funded with CDBG-DR funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

## NEW HOUSING CONSTRUCTION

Page 3

6.

Does the Subrecipient's program require compliance with green building standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

7.

Does the Subrecipient's program include multi-family projects containing five or more units?	<input type="checkbox"/>	<input type="checkbox"/>	
	Yes	No	
If yes, does it meet the following accessibility requirements?			
a. A minimum of 5% of total dwelling units (but not less than one unit) are accessible for individuals with mobility impairments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
b. An additional 2% of dwelling units (but not less than one) are accessible for persons with hearing or vision impairments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
c. Are all units made adaptable on the ground level or can be reached by an elevator?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
[Section 504 of the Rehabilitation Act of 1973 and 24 CFR 8.22, Fair Housing Act]			
<b>Describe Basis for Conclusion:</b>			

## NEW HOUSING CONSTRUCTION

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8.

Do the program activities take place in an area delineated as a special flood hazard area (SFHA) according to FEMA's most current flood advisory maps?	<input type="checkbox"/>	<input type="checkbox"/>	
	Yes	No	
If "yes", and the activity constitutes financial assistance for acquisition or construction purposes, does the program require owners of an assisted building or mobile home within a SFHA to obtain and maintain flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Does the program require activities within a SFHA to be designed or modified to minimize harm to or within floodplains in accordance with Executive Order 11988 and 24 CFR part 55?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Does the program require new housing within a SFHA to be elevated one foot higher than the latest FEMA-issued base flood elevation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			

9.

Has the Subrecipient documented how the activities relate to the impact of the applicable disaster(s)?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Fed Reg Vol. 78 No, 43		
<b>Describe Basis for Conclusion:</b>		

10.

Did the Subrecipient establish that program funds did not supplant funds made available by the Federal Emergency Management Agency or the Army Corps of Engineers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
<b>Describe Basis for Conclusion:</b>			



## NEW HOUSING CONSTRUCTION

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### National Objective

11.

<p>If the activity is classified under the <b>low- and moderate-income (LMI) housing</b> national objective, do reviewed program files document:</p> <p>a. For single-family units, households have incomes at or below 80% of the area median income?</p> <p>b. For multi-family units, if the structure contains two dwelling units, is at least one unit occupied by a LMI household?</p> <p>c. For multi-family units, if the structure contains more than two dwelling units, are at least 51% of the units occupied by LMI households?</p> <p>d. For rental units, has a period of affordability been established for assisted properties?</p>	<table><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Yes</td><td>No</td><td>N/A</td></tr></table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Yes	No	N/A																							
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Yes	No	N/A																							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Yes	No	N/A																							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Yes	No	N/A																							
<p><b>Describe Basis for Conclusion:</b></p>																									

12.

<p>For <b>Urgent Need</b> national objective use the <u>National Objective</u> checklist for Urgent Need and attach to this checklist.</p>
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## NEW HOUSING CONSTRUCTION

Page 6

13.

Do reviewed activity files document that activities met or will meet an acceptable national objective (i.e., one allowed by the policies and procedures)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
[ <a href="#">24 CFR 570.483</a> or <a href="#">570.490</a> or <a href="#">570.506</a> , or applicable <i>Federal Register</i> notice]		
<b>Describe Basis for Conclusion:</b>		

14.

If the answer to any of the above is “yes,” is the Subrecipient taking corrective action (e.g., seeking recapture of funds resulting from an overpayment)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>Describe Basis for Conclusion:</b>			

# COMMUNITY DEVELOPMENT BLOCK GRANT

## Risk Assessment for New Sub-recipients

Grantee \_\_\_\_\_ Program Year \_\_\_\_\_

Grant # \_\_\_\_\_ Date of Last Review \_\_\_\_\_

Grant Amount \_\_\_\_\_

Risk Assessment		3 -High Risk to 0-Low Risk				
1.	Prior CDBG contractor within 2-3 years? (High risk if no contracts)	0	1	2	3	
2.	Recent history (within 3 yrs.) in administering a CDBG project (Grantee or Town)	0	1	2	3	
3.	Accurate accounting or financial tracking on current or previous projects	0	1	2	3	
4.	A record of serious findings or sanctions (Class A) in previous monitoring session (ex. the last monitoring conducted)	0	1	2	3	
5.	High turnover of administrative staff (COG or Grantee)	0	1	2	3	
6.	Promptness in submitting required reports	0	1	2	3	
7.	Prior violations	0	1	2	3	
8.	Attendance and participation in implementation workshops (Beginning with 2017 grants)	0	1	2	3	
9.	Promptness in responding to prior monitoring findings	0	1	2	3	
10.	One or more audit findings in their last audit regarding compliance. Was this issue resolved?	0	1	2	3	
11.	One or more audit findings in their last audit regarding significant internal controls deficiencies. Was this issue resolved?	0	1	2	3	
12.	Other federal funds received by Sub-recipient (Considered high risk if other federal funds have been received by Sub-recipient)	0	1	2	3	
Total						

\*The above process is determined by use of a pre-award risk assessment performed at contract award by each project manager at time of contract set-up to determine the level of technical assistance and monitoring required. The risk analysis is uploaded into the monitoring/technical assistance portion of the OkGrants system.

### Risk Level

<b>36</b>	Monitoring & Technical Assistance
<b>22-35</b>	Monitoring
<b>11-21</b>	Technical Assistance
<b>0-10</b>	Waive both Monitoring and Technical Assistance

Reviewed by: \_\_\_\_\_

Date \_\_\_\_\_



# VENDOR/PAYEE FORM

**Agency:** OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

**DO NOT use this form for:**

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

**AGENCY SECTION** (To be completed by state agency representative):

State agency should email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.

**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

<b>Agency Name</b>		<b>Contact Name</b>	
<b>Phone #</b>	<b>Fax #</b>	<b>Email</b>	
<b>Agency Request To</b> – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____	
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> <b>Add:</b>	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income
<input type="checkbox"/> <b>Remove:</b>	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

**Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.**

<b>Payee Information:</b> Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
<b>Name</b>	<b>Contact Name</b>		
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		<b>Contact Title</b>	
<b>DBA Name</b>	<b>Phone #</b>		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		<b>Fax #</b>	
<b>Tax Identification Number (TIN) and Type:</b>		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
<b>Business Address</b> -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
<b>Address</b>	<b>City</b>		
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Optional Addresses</b> – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing <input type="checkbox"/> Returning <input type="checkbox"/> Mailing <input type="checkbox"/> Other:
<b>Address</b>	<b>City</b>		
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Financial Registration:</b> Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
<b>Name</b>	<b>Title</b>	<b>Email</b>	

## W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

### U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

U.S. Social Security Number (SSN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

### Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: \_\_\_\_\_

☐ Limited Liability Company Type: \_\_\_\_\_ Disregarded Entity: ☐ YES ☐ NO

☐ Domestic (U.S.) Other Explain: \_\_\_\_\_

☐ Foreign (Non-U.S.) Sole Proprietor\* ☐ Foreign (Non-U.S.) Partnership\* ☐ Foreign (Non-U.S.) Corporation\* Type: \_\_\_\_\_

☐ Foreign (Non-U.S.) Other\* Explain: \_\_\_\_\_

### FOREIGN VENDOR INSTRUCTIONS:

### \* ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

## SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

\_\_\_\_\_  
Signature of Vendor Representative or Individual Payee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of individual signing form for company

\_\_\_\_\_  
Vendor/Payee (Must be the same as Payee Name from page 1)

**Account Codes for 1099 Reporting - By Category** (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> <b>1 - RENTS</b> 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 515530 Veterinary Services  515700 Offices of Physicians (except Mental Health Specialists)  515710 Offices of Physicians, Mental Health Specialists  515720 Offices of Dentists  515730 Offices of Chiropractors  515740 Offices of Optometrists  515750 Offices of Mental Health Practitioners (except Physicians)  515760 Offices of Physical, Occupational &amp; Speech Therapists, &amp; Audiologists  515770 Offices of Podiatrists  515780 Offices of all other Miscellaneous Health Practitioners  515790 Family Planning Centers  515800 Outpatient Mental Health &amp; Substance Abuse Centers  515810 Other Outpatient Care Centers  515820 Medical and Diagnostic Laboratories </div> <div style="width: 48%;"> 515830 Home Health Care Services  515840 Ambulance Services  515850 All other Ambulatory Health Care Services  515860 General Medical &amp; Surgical Hospitals  515870 Psychiatric &amp; Substance Abuse Hospitals  515880 Specialty Hospitals (except Psychiatric &amp; Substance Abuse)  515890 Nursing Care Facilities  515900 Residential Services for People with Developmental Disabilities  515910 Residential Mental Health &amp; Substance Abuse Facilities  515920 Community Care Facilities for the Elderly  515930 Other Residential Care Facilities  537210 Laboratory Services &amp; Supplies  551230 Medical Services to Indigents (from agencies other than DHS)  551240 Hospital Services to Indigents (from agencies other than DHS)  551250 Other Health Services to Indigents (from agencies other than DHS) </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b>  515010 Office of Lawyers  515020 Offices of Notaries  515030 Other Legal Services  515060 Accounting, Tax Preparation, Bookkeeping &amp; Payroll Services  515210 Payments for Contract Mentor Services  515220 Architectural Services  515230 Landscape Architectural Services  515240 Engineering Services  515250 Drafting Services  515260 Building Inspection Services  515270 Geophysical Surveying &amp; Mapping Services  515280 Surveying and Mapping (except geophysical) Services  515290 Testing Laboratories  515300 Interior Design Services  515310 Industrial Design Services  515320 Graphic Design Services  515330 Other Specialized Design Services  515350 Custom Computer Programming Services  515360 Computer Systems Design Services  515370 Computer Facilities Management Services  515380 Other Computer Related Services  515400 Administrative Management &amp; General Management Consulting Services  515410 Human Resources &amp; Executive Search Consulting Services  515420 Marketing Consulting Services  515430 Process, Physical Distribution, &amp; Logistics Consulting Services  515440 Other Management Consulting Services  515450 Environmental Consulting Services  515460 Other Scientific &amp; Technical Consulting Services  515470 Research &amp; Development in the Physical, Engineering, &amp; Life Sciences  515480 Research &amp; Development in the Social Sciences &amp; Humanities  515490 Advertising and Related Services  515500 Marketing Research &amp; Public Opinion Polling  515510 Photographic Services  515520 Translation &amp; Interpretation Services  515540 All other Professional, Scientific and Technical Services  515550 Management of Companies &amp; Enterprises  515560 Office Administrative Services  515570 Employment Placement Services  515580 Business Support Services  515590 Document Preparation Services </div> <div style="width: 48%;"> 515600 Telephone Call Centers  515610 Business Service Centers  515620 Collection Agencies  515630 Credit Bureaus  515640 Other Business Support Services  515650 Investigation &amp; Security Services  515660 Educational Services  515940 Individual &amp; Family Services  515950 Community Food, Housing &amp; Emergency &amp; Other Relief Services  515960 Vocational Rehabilitation Services  515970 Child Day Care Services  515980 Arts, Entertainment and Recreation  515990 Other Services (except Public Administration)  517110 Moving Expense – Employee Transfer  531150 Printing and Binding Contract  531160 Advertising  531170 Informational Services  531190 Exhibitions, Shows and Special Events  531220 Burial Charges  531330 Jury and Witness Fees  531500 Moving Expenses – General  533100 Maintenance &amp; Repair – Other Items  533110 Maintenance &amp; Repair of Buildings &amp; Grounds (outside vendors)  533120 Maintenance &amp; Repair – Equipment (outside vendors)  533130 Maintenance &amp; Repair of Telephone Equipment (outside vendors)  533140 Maintenance &amp; Repair of Data Processing Equipment (outside vendors)  533150 Maintenance &amp; Repair of Data Processing Software (outside vendors)  533190 Maintenance &amp; Repair – Employee Uniforms  545110 Land Improvements  546210 Buildings and Other Structures – Construction and Renovation  546220 Major Maintenance and Repair of Equipment  547110 Highway and Bridge Construction Expense – Contractual  547120 Maintenance and Repairs to Highways and Bridges  547210 Major Maintenance and Renovation – Bridges  552100 Stipends – Other  552120 Teacher Stipends ("Incentive" payments)  552130 Oklahoma Police Corps Stipends  553160 Non-Employee Reportable Court Ordered or Legal Settlements  554190 Voter Registration Services  561140 Pollution Remediation </div> </div>		
<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney		