

RFP230391BAG
CDBG-DR Program Management and Implementation Staff Augmentation
Hunt, Guillot & Associates, LLC

E1 Contract # 9910

AGREEMENT FOR CDBG-DR PROGRAM MANAGEMENT AND IMPLEMENTATION STAFF AUGMENTATION

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Hunt, Guillot & Associates, LLC, a Louisiana company authorized to do business in the State of Florida, whose address is 603 E. Reynolds Drive, Ruston, LA 71270, and whose federal tax identification number is 72-1354146, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase a broad range of services under its Community Development Block Grant Disaster Recovery (CDBG-DR) allocation to include program management staff augmentation, grant compliance and monitoring activities, environmental reviews, project implementation, and administrative coordination and support from the Vendor in connection with "CDBG-DR Program Management and Implementation Staff Augmentation" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP230391BAG on June 30, 2023 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on August 28, 2023; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Detailed Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein, as well as the Clarifications And Revisions to Solicitation NO. RFP230391BAG made part of this Agreement as Exhibit B, all addenda to Solicitation No. RFP230432BAG, and the Vendor's proposal to Solicitation No. RFP230391BAG all of which have copies on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement for a three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be September 1, 2023.
- B. A Task Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit C) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any negligent act or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit D Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit D. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

- 2) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit E.
- G. The Vendor and its subcontractor ICF Incorporated, LLC shall ensure that the County has access to VistaTRAK and GrantTRAX as required to conduct its full CDBG-DR implementation as contemplated herein. The Vendor and its subcontractor are granting the County a right of access to GrantTRAX

and VistaTRAK with pre-existing intellectual property of the Vendor and its subcontractor. The County only has access to those systems through the terms provided under this Agreement. Vendor and its subcontractor shall provide County access to the systems, but Vendor and its subcontractor shall remain at all times, the sole owners of the systems as provided under this Agreement. The cost of such access is entirely included in the fee schedule provided in Exhibit C.

- H. Upon execution of this Agreement, the Vendor shall negotiate, execute, and maintain an agreement for a final data release from GrantTRAX to the County, in lieu of an escrow agreement, with its subcontractor ICF Incorporated, L.L.C. for the project data accumulated in the GrantTRAX software under this Agreement in the event of ICF Incorporated, L.L.C.'s 1) voluntary or involuntary bankruptcy; 2) cessation of its ongoing business operations; or 3) cessation of the sale, licensing, maintenance or other support of its software. The data shall be transferred in QuickBase format.
- I. This section shall survive the termination or expiration of this Agreement and remain in effect through any and all compliance periods imposed by the County's CDBG-DR grant agreement and related federal regulations, including records retention requirements.

IX. OWNERSHIP OF PRODUCTS

- A. It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County, and upon the County's approval and payment of the Vendor's timely invoices related to the work.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the

performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor resulting from Termination or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and

waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. Vendor agrees to reperform at no cost to County any services provided under this Agreement that the County, in its sole discretion, determines to be defective.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral

or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days,

then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Jack Hunt
 Title: Principal
 Address: 603 E. Reynolds Dr.
Ruston, LA 17270
 Telephone: 225-927-6825
 Facsimile: 225-529-3778
 Email: jhunt@hga-llc.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Task Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: _____

Print Name: _____

HUNT, GUILLOT & ASSOCIATES, LLC

Signed By: _____

Print Name: _____

Title: _____

Date: _____

[Signature]
Lisa Oldenburg

[Signature]
JACK HUNT
Principal
10/4/23

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

[Signature]
CHAIR

10/23/2023 | 7:41 AM EDT

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____

[Signature]
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____

[Signature]
OFFICE OF THE COUNTY ATTORNEY

DocuSigned by:



EXHIBIT A SCOPE OF WORK

As part of regular management of its activities in delivery of services under this Agreement, the Vendor shall, in part:

1. Provide all necessary equipment and supplies for its staff working under this contract.
2. Establish a functional organization structure with proper administrative oversight.
3. Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
4. Submit monthly activity reports indicating the status of projects. These reports shall include any areas of concern or needs identified by the Vendor.
5. Meet at least one time monthly, potentially more frequently, with the County's contract manager and cooperate with all County monitoring activities for contract oversight.
6. The County will assume the responsibility for compliance monitoring during the affordability period beyond the term of the contract. The County does not expect to contract for these services in the future, and the Vendor shall assist in the comprehensive transfer of data, documentation and processes from Vendor to County monitoring at the end of the contract term, or Task Order term, whichever applies.

Vendor's Personnel

1. Throughout the term of the contract, the Vendor shall provide and keep current an organizational chart and supervisory hierarchy to ensure adequate staffing levels, staff oversight, and accountability. The Vendor shall designate a primary manager who will maintain frequent communication with the County's contract manager, which may include a weekly meeting.
2. Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the County. Vendor shall notify the County's contract manager of any desired substitution, including the name(s), resumes, and references of Vendor's recommended substitute personnel. The County will approve or disapprove the requested substitution in a timely manner. The County may, in its sole discretion, direct the Vendor to terminate the services of any person providing services under the contract. Upon such termination, the County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Location of Work

1. The Vendor must meet the County's expectations for collaboration, staff oversight, hours of availability, productivity, and collaboration in all aspects of this project. Unless onsite work is specifically required by the County, the Vendor may propose remote work for any staff provided, and the County may consider approval as part of a Task Order under the contract. The County expects that the hourly rate for remote work employees will be discounted as a result of reduced overhead costs.
2. On-site work will take place in County facilities within Lee County, Florida. Exact work locations are to be determined, and some staff positions may require travel within the County for meetings and program oversight. The County will not pay for relocation or housing of staff assigned but will reimburse expenses for travel that is necessary to complete objectives under the contract. Such travel will be considered on a case-by-case basis and in accordance with the County's Travel Policy, as amended from time to time.
3. Generally, personnel provided by the Vendor shall work no more than 40 hours per week each, and work hours are limited to times between 7:00 a.m. to 6:00 p.m. Monday through Friday. No staff member may work more than 12 hours in one shift and must take meal breaks as required by law. Variations in these work hours may be approved by the County on a case-by-case basis.

Information Systems

1. The Vendor shall provide a robust, secure, web-based system specifically designed to capture pertinent data and provide the comprehensive, flexible, end-to-end grants management functionality required to manage CDBG-DR grant project performance and efficiencies, and act as a central retention system for application, project, and grant management files. The system is intended to be the system of record, and the County must be able to retain use for the full records retention period required by law. The Vendor may be required to collaborate and provide system access to other Vendors for the administration of CDBG-DR funded projects, including individual housing projects.
2. The pricing for software included in Exhibit C of the Agreement shall be inclusive of all necessary right of access to the web based software for each of the systems proposed.
3. Functionality will include, at minimum:
 - User friendly customizable application interface for individual applicants and subrecipients;
 - Ability to manage documents to support eligibility determination and case management;

- Clearly defined processes for acquiring, organizing, storing, retrieving, and reporting information about CDBG-DR funded activities;
- Ability to track grant funded obligations, budgets, and program income;
- Reporting capabilities to fulfill monitoring and audit requirements;
- Project and task collaboration and sharing;
- Security and privacy protections for Personally Identifiable Information (PII)
- Capability to securely process large volumes of data and document storage with little to no latency;
- The ability to integrate with other data systems for reporting purposes, at minimum be able to create csv files to populate HUD data upload templates for import to HUD's Disaster Recovery Grant Reporting (DRGR) System;
- Provide properly trained staff with the responsibility of recordkeeping and reporting tasks, as required by program manager; and
- Provide access to HUD, OIG, County, and independent auditor staff to complete monitoring and audits.

Data Access

1. The Vendor shall provide access to the grant applicant management system to authorized personnel from the County, the Vendor, other vendors, auditors, and subrecipients, as needed. Such access shall remain available throughout the life of the Agreement, during the closeout period, and the required post-closeout Federal retention period. Post-closeout Federal retention period access could be read-only, in a format approved by the County.
2. A task order will be issued at project closeout or after the agreement has been terminated or has expired, providing, in specific detail, how the Vendor shall provide the County all or any part of the County data, Vendor data, work products, or any other files / materials that the Vendor produces or gathers during its tenure on this Program.
3. For any raw data created, assembled, used, maintained, collected, or stored by the Vendor on behalf of the County, the Vendor shall provide the County either the raw data itself or the ability to extract the raw data, in a format mutually agreed upon by both parties at no additional cost to the County.

Data Ownership

1. The County is, and shall remain at all times, the sole owner of all data and documents affiliated with County work contained in the Vendor's electronic data management system. The Vendor acknowledges that the County has all right, title, or other ownership interest in all County documents and work products.

Reporting

1. Reports provided by the system shall be compliant with the Department of Housing and Urban Development's audit and compliance reporting requirements and must have the ability to be exported into csv files to populate HUD data upload templates for import to HUD's Disaster Recovery Grant Reporting (DRGR) System.
2. Requirements include the ability to report on program / project / activity deliverable progress and status on a daily, weekly, and monthly basis that can be used for both management review and as tools for the audit process.

Network Access

1. Vendor computers will be restricted to using a Lee County created wired network that is physically segmented from the County's network.
2. Vendor computers will have access to internet services through a circuit that is separate from the County's network.
3. Vendor users will be required to acknowledge and sign an Acceptable Use Policy provided by the County.

Computer Equipment

1. Vendor computers must have an endpoint protection software which is updated to effectively identify and prevent malicious code and general malware.
2. Support for vendor computers, aside from network connections and County provided devices, is the responsibility of the vendor.
3. The Lee County Innovation & Technology Department reserves the right to perform a security scan at the County's expense to any vendor computer equipment that requires and is approved access to the County network.

Tasks/Deliverables

Vendor shall provide assistance to the County's existing team leading the CDBG-DR program. This shall include but not be limited to the Tasks described herein. However, the Task descriptions are not intended to be an exhaustive list of activities necessary to complete the objectives of the work; the precise activities and duties performed may vary depending on the County's needs as the program and the projects thereunder progress. Each task shall be assigned through use of a Task Order that will authorize the work. No work is authorized under the contract until execution of a Task Order by both parties.

A. Task 1 – Planning and Policy Support

Vendor shall provide Planning and Policy Support staff to perform tasks related to the development of program design to include policies, procedures, and Notices of Funding Availability (NOFAs) for the County's activities under CDBG-

DR. Anticipated activities may include, but are not limited to, infrastructure, public facilities, public services, administration and planning. The Vendor may also be asked to support the County and/or the County's vendor in programming and policy development related to multi-family and single-family housing development, rehab, reconstruction elevation, and buyouts. The County intends to have at least two (2) Planning and Policy Support staff members at the start of the contract and may add more positions or reduce staff assigned as workloads fluctuate throughout the life of the grant. Initial staffing level for this task will be negotiated under Task Order 1, and the County will expect the Vendor to propose an appropriate number of personnel.

Staff assigned to this task by the Vendor shall have experience in developing programs, program budgets and timelines, and accompanying policies, procedures, and NOFAs for CDBG and/or CDBG-DR activities. Planning and Policy Support staff members shall have in-depth knowledge of all applicable HUD and federal regulations specifically including FR-6393-N-01, the HUD Notice of Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements posted in the Federal Register May 18, 2023. This vendor must be knowledgeable about Florida Building Codes, NFIP construction requirements, Lee County and municipal comprehensive plans and land development codes and other local ordinances related to planning and construction in Lee County and its jurisdictions to oversee compliant implementation of Actions Plans and the resulting projects and activities.

Duties performed by the Planning and Policy Support staff shall include, at minimum:

- Assisting the County with program development and acting as the subject matter experts for project design. The Vendor staff assigned to this task shall write policies and procedures for the County's application processes and project implementation that reduce the timeline for eligibility determinations, support reasonable budgets, propose efficient project implementation timelines, and optimize cash flow.
- Drafting NOFAs for the County's review and establishing recommended ranking criteria for applications received.
- Monitoring cost estimates for projects and activities to ensure that they are reasonable.
- Preparing any Action Plan Amendments necessary for the County's review and assisting the County in the HUD review and approval process.

B. Task 2 – Compliance and Monitoring

Vendor shall provide Grant Compliance and Monitoring Support Staff to perform quality assurance, monitoring, and reporting duties and provide

technical assistance for grant compliance to County staff and sub-recipients. Grant Compliance and Monitoring Support Staff levels are expected to fluctuate during the life of the contract as workloads vary throughout the life of the grant.

Staff assigned to this task by the Vendor shall have experience in successful CDBG-DR grant compliance and monitoring and/or CDBG-DR financial management, and direct experience working in the DRGR system. Compliance and Monitoring Support Staff members shall have in-depth knowledge of 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for projects and programs within the County's Action Plan.

Duties performed by the Grant Compliance and Monitoring Support Staff shall include, at minimum:

- Assisting in developing, maintaining, and managing the County's Disaster Recovery Grant Reporting (DRGR) System in accordance with the County's Action Plan.
- Generating Quarterly Progress Reports (QPRs) for the County's review and approval.
- Providing technical assistance to County staff and subrecipients on compliance with 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for projects and programs within the Action Plan. This includes, but is not limited to, ensuring compliance with procurement, record-keeping regulations and common monitoring issues.
- At the request of the County, and on an as-needed basis, conducting training for County staff and subrecipients on compliance with 2 CFR Part 200 and all HUD and federal cross-cutting regulations required, and how to establish systems and process flow charts that will meet HUD compliance.
- Reviewing the County's policies and procedures for reimbursement request reviews with respect to HUD guidelines and providing guidance for potential revision of existing draw procedures.
- Developing best practices and process flow charts for reimbursement packet review, draw request review, and check processing and disbursement that ensure proper quality control, meet HUD's requirements for documentation, and meet County-directed ongoing timelines for draw request review and payment.
- Producing draw-down requests for the County's review and approval in DRGR.
- Providing technical assistance and training to County staff on the use of DRGR.

- Providing the County with fiscal procedural support related to processing, reviewing, and drawing reimbursement requests through DRGR.
- Conduct risk assessment process for all subrecipients and develop monitoring plans.
- Conducting regular, on-site monitoring of subrecipients to ensure compliance with federal regulations and County policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the subrecipient is out of compliance or is found to be at risk for noncompliance.
- Conducting regular, on-site monitoring of implementation contractors to ensure compliance with federal regulations and County policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the subrecipient is out of compliance or is found to be at risk for noncompliance.
- Produce monitoring checklists and reports to track progress, follow-ups and deficiencies as required by the Policy and Procedure of the Project or Activity.
- Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.
- Assisting with other County needs related to management of CDBG-DR programs, if requested.

C. Task 3 – Environmental Reviews

Vendor shall provide CDBG-DR Environmental Review Specialists to provide services including, but not limited to the services described below. The number of CDBG-DR Environmental Review Specialists assigned to this task may increase or decrease as workloads fluctuate throughout the life of the grant.

Environmental Review Specialists provided by the Vendor should have direct experience in providing environmental review subject matter expertise for a grantee or subrecipient of equivalent or greater scope of service and size to Lee County.

- Documenting program compliance to 24 CFR Part 58 for all federal environmental regulations, especially for public notice, required consultations, permitting, and record retention in HEROS.
- Recommending level of clearance and best practices required for all projects listed in the Action Plans and Action Plan amendments for

programs including but not limited to housing programs, buyouts and acquisitions, and infrastructure repair.

- Reviewing and updating an area-wide Tier 1 - Broad Level environmental review in compliance with 24 CFR Part 58.
- Developing a Tier 2 – Site Specific checklists.
- Develop scheduling and reporting for all Tier 2 environmental reviews.
- Completing all required Tier 2 – Site Specific environmental review reports in a reasonable timeframe to be established mutually in the Task Orders.
- Providing drafts of the ERRs and all related correspondence and forms to the County for review and final signature by Authorized Agency Official.
- Completing all required public advertisement, notices, and consultations necessary to produce complete Environmental Review Records (ERRs).
- Providing ERRs to the County for review and final signature by Authorized Agency Official.
- Preparing responses to all requests for information, observations, and findings by federal environmental reviewers.
- Review activity change orders and Action Plan changes for potential effect on approved ERRs.
- At the request of the County, and on an as-needed basis, conducting training for County staff and sub-recipients related to HUD requirements for the 24 CFR Part 58 environmental review process.
- Environmental Review Specialists provided by the Vendor should have environmental review subject matter expertise and related experience to inform the County and its developers of best practices and make policy and programmatic recommendations. Vendor staff assigned to this work must be familiar with the HUD Environmental Review Online System (HEROS) and use it for the environmental review process.

D. Task 4 – Program Implementation and Management: Planning

The Vendor shall provide implementation services for the County's planning activities. These activities will be designed under Task 1. The Vendor shall recommend the number of adequate staff for timely processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

Staff assigned to this Task shall include subject matter expert employees that have planning experience. These staff members will have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program.

Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, and closeout of the County's Planning activity, including but not limited to:

Pre-Application Phase

- Collaborating with the County and the Vendor's Program Management Staff as subject matter experts for planning during the creation program policies and procedures.
- Establishing the staffing structure and workflows for application submission and evaluation in accordance with the Planning NOFA and policies and procedures in collaboration with Program Management Staff.
- Producing a communications plan and conducting outreach to inform the public of the funding opportunity.
- Creating the application form and associated documents that ensure complete data collection and compliance with HUD requirements.
- Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant/subrecipient case files.
- Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.

Application & Activity Performance Phase

- Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non-actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.
- Collaborating with the County, as needed, to implement application/project evaluation methodology.
- Evaluating and scoring applications as necessary.
- Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.
- Monitoring the application, review, and payment process for fraudulent activity.
- Meeting at least monthly with subrecipients to ensure timely expenditure of CDBG-DR funds and address any subrecipient support needs.
- Providing technical assistance to subrecipients as needed.

- Drafting procurement documents for County Planning activities, and for any subrecipients as assigned by the County. Upon request, supporting the procurement process for contracts under the Planning project.
- Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients.
- Adhering to all County policies and procedures, and federal regulations.
- Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.
- Providing monthly reports and quarterly reports in a format that is acceptable to the County. Such reports will include Excel sheets with data points that match the reporting measures in the DRGR. The County may request, and the Vendor shall provide, changes to the format of reports throughout the term of the contract.

Closeout Phase

- Ensuring complete and accurate closeout of the Planning activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.
- Assisting subrecipients and clients with any project completion activities for which they are responsible.

E. Task 5 – Program Implementation and Management: Infrastructure

The Vendor shall provide implementation services for the County's infrastructure program, to include the County's Hazard Mitigation Grant Program (HMGP) 25% local match project. These activities will be designed under Task 1. The Vendor will provide recommended staffing roles and numbers based on the activity to provide community engagement, processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

Staff assigned to this Task shall consist of subject matter expert employees that have construction management or similar experience, including direct experience in the planning, design, and implementation management of large scale CDBG-DR infrastructure construction projects, and experience with HUD regulatory compliance.

Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, and closeout of the County's Infrastructure activity, including:

Pre-Application Phase

- Collaborating as subject matter experts with the County to provide technical and programmatic guidance in the creation of CDBG-DR infrastructure program policies, processes, and procedures.
- Establishing the staffing structure and workflows for application submission and evaluation in accordance with the Infrastructure NOFA and policies and procedures in collaboration with Program Management Staff. Collaborating with County staff to establish the program application process including developing and documenting workflows and implementing the required information technology in accordance with the Infrastructure Program Policies and Procedures and NOFA. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.
- Producing a communications plan and conducting outreach to inform the public of the funding opportunity.
- Providing applicants with technical assistance regarding the program and its application process to enable them to submit complete and actionable applications.
- Creating the online application to ensure complete data collection. This includes standing up the required information technology infrastructure which may utilize the selected vendor's or a Lee County solution. The application solution should include online forms and document upload capabilities for collecting required documents to constitute a HUD compliant and actionable application that can be forwarded for evaluation. The application process will include case management logging, centralized two-way communication, and workflow management.
- Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant/subrecipient case files.
- Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.

Application & Activity Performance Phase

- Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete

or non-actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.

- Collaborating with the County, as needed, to implement application/project evaluation methodology.
- Evaluating and scoring applications, as necessary.
- Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.
- Monitoring the application, review, and payment process for fraudulent activity.
- Meeting at least monthly with subrecipients to ensure timely and compliant expenditure of CDBG-DR funds.
- Providing technical assistance to subrecipients as needed.
- Drafting procurement documents for County Infrastructure activities, and for any subrecipients as assigned by the County. Upon request, supporting the procurement process for contracts under the Infrastructure project.
- Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients. to all County policies and procedures, and federal regulations.
- Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.

Closeout Phase

- Ensuring complete and accurate closeout of the infrastructure activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.
- Assisting subrecipients and clients with any project completion activities for which they are responsible.

F. Task 6 – Program Implementation and Management: Public Services

The Vendor shall provide implementation services for the County's public services projects. These projects will be designed under Task 1. The Vendor shall recommend the number of adequate staff for timely processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

Staff assigned to this Task shall have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program, which will include all related regulatory compliance, such as those established by HUD, and the State of Florida.

Program Implementation and Management staff assigned duties under this task shall include all work necessary for the successful implementation, operation, and closeout of the County's public services projects, including:

Pre-Application Phase

- Collaborating with the County and the Vendor's Program Management Staff as subject matter experts for public services during the creation of program policies and procedures.
- Establishing the staffing structure and workflows for application submission and evaluation in accordance with the public services NOFA and policies and procedures in collaboration with Program Management Staff.
- Collaborating with County staff to establish the program application process including developing and documenting workflows and implementing the required information technology in accordance with the Infrastructure Program Policies and Procedures and NOFA. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.
- Producing a communications plan and conduct outreach to inform eligible applicants of the funding opportunity and to encourage application for funding.
- Creating the application form and associated documents that ensure complete data collection and compliance with HUD requirements.
- Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant/subrecipient case files.
- Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.

Application & Activity Performance Phase

- Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non-actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.

- Collaborating with the County, as needed, to implement application/project evaluation methodology.
- Evaluating and scoring applications as necessary.
- Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.
- Monitoring the application, review, and payment process for fraudulent activity.
- Meeting at least monthly with subrecipients to ensure timely expenditure of CDBG-DR funds.
- Providing technical assistance to subrecipients as needed.
- Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients.
- Adhering to all County policies and procedures, and federal regulations.
- Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.

Closeout Phase

- Ensuring complete and accurate closeout of the public services activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.
- Assisting subrecipients and clients with any project completion activities for which they are responsible.
- Collaborating with the County to develop a closeout plan for assisting subrecipients, clients, and contractors with closeout activities, tasks, and deliverables for which they are responsible.

G. Task 7 – Program Implementation and Management: Affordable Housing Development and Preservation (5 or More Units)

The Vendor shall provide implementation services for the County's Affordable Housing Development and Preservation (5 or More Units) projects to include the development of new affordable housing consisting of five (5) units or more, and the rehabilitation of rental housing consisting of five (5) units or more. These activities will be designed under Task 1. At the time of Task Order execution authorizing work under this task, the Vendor shall recommend the number of adequate staff for timely processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will

be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

Staff assigned to this Task shall have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program, which will include knowledge of new housing construction and all related regulatory compliance, such as those established by HUD, the State of Florida, and local building codes.

Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, and closeout of the County's new housing development and rental unit rehabilitation projects, including:

Pre-Application Phase

- Collaborating with the County and the Vendor's Program Management Staff as subject matter experts for housing development during the creation of program policies and procedures.
- Establishing the staffing structure and workflows for application submission and evaluation in accordance with the Infrastructure NOFA and policies and procedures in collaboration with Program Management Staff. Collaborating with County staff to establish the program application process including developing and documenting workflows and implementing the required information technology in accordance with the Infrastructure Program Policies and Procedures and NOFA. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.
- Producing a communications plan and conducting outreach to inform the public of the funding opportunity and to encourage target applicants for funding.
- Assisting applicants with the application process and respond to inquiries in a timely manner.
- Creating the application form and associated documents that ensure complete data collection and compliance with HUD requirements.
- Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant/subrecipient case files.
- Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.

Application & Activity Performance Phase

- Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non-actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.
- Collaborating with the County, as needed, to implement application/project evaluation methodology.
- Evaluating and scoring applications as necessary.
- Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.
- Monitoring the application, review, and payment process for fraudulent activity.
- Meeting at least monthly with subrecipients to ensure timely expenditure of CDBG-DR funds and address any subrecipient support needs.
- Providing technical assistance to subrecipients as needed.
- Drafting procurement documents for County Affordable Housing Development and Preservation (5 or more units) activities, and for any subrecipients as assigned by the County. Upon request, supporting the procurement process for contracts under the housing project.
- Drafting necessary subrecipient/developer agreements, restrictive covenants and/or mortgage documents.
- Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients.
- Adhering to all County policies and procedures, and federal regulations.
- Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.
- Providing monthly reports and quarterly reports in a format that is acceptable to the County. Such reports will include Excel sheets with data points that match the reporting measures in the DRGR. The County may request, and the Vendor shall provide, changes to the format of reports throughout the term of the contract.

Closeout Phase

- Ensuring complete and accurate closeout of the infrastructure activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.
- Assisting subrecipients and clients with any project completion activities for which they are responsible. Collaborating with the County to develop a closeout plan for assisting subrecipients, clients, and contractors with closeout activities, tasks, and deliverables for which they are responsible.

Monitoring Phase

- Creating policies and procedures for ongoing monitoring of unit affordability.
- Conducting affordability and compliance monitoring at least one time annually during the contract term to ensure compliance with property standards, unit affordability, and tenant incomes and demographics.
- Recording affordability monitoring and supporting documentation in the appropriate system of record.
- Providing services and support during the transition from Vendor to County monitoring at the end of the contract term. The Vendor shall ensure that all documentation, systems of record, policies and procedures, and other relevant information regarding long-term affordability and compliance monitoring is fully transferred to Lee County staff at least 90 days prior to conclusion of the contract term.

H. General Program Assistance as Needed

The County may assign the Vendor additional tasks related to the overall management and monitoring of the County's CDBG-DR program, and this may include design and implementation of any eligible activity under the grant. Such assignments will be formalized via Task Orders under the contract. Pricing shall be at the hourly rates established by the contract and shall not exceed the overall price established by the Task Order.

Vendor will act as a subject matter expert and technical advisor to the County and related tasks may be assigned by Task Order as needs arise.

If at any time the County amends its Action Plan to include economic revitalization projects or activities, the Vendor will be issued a separate Task Order for program design and implementation to include tasks similar to those described herein for implementation of other projects and activities.

I. Transition Assistance

If the contract, or any part thereof, is not renewed or is terminated for any reason, or as part of the closeout process, the Vendor shall provide, at the County's sole discretion, up to six (6) months of transition assistance as a new vendor or County staff take over the work. The purpose for this work is to transfer historical knowledge, documentation, systems and acquaint the staff assuming responsibility with the County's operations for CDBG-DR projects and activities.

**EXHIBIT B
CLARIFICATIONS AND REVISIONS TO
SOLICITATION NO. RFP230391BAG**

The parties acknowledge the need to clarify and/or revise language from Solicitation No. RFP230391BAG and agree as follows:

1. When referring to Solicitation No. RFP230391BAG, the following revisions to the solicitation shall take precedence and the original paragraphs from Solicitation No. RFP230391BAG, as outlined below, shall be of no force and/or effect.
2. Subsection 25.1.1 under Section 25. RFP – TIE BREAKER of the Terms and Conditions section of Solicitation No. RFP230391BAG shall be superseded by:

“25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th , etc. rank, will be counted until the tie is broken.”
3. Subsection 4.1 under Section 4. SECTION 3 of the Special Conditions section of Solicitation No. RFP230391BAG shall be superseded by:

“4.1. Lee County will comply with the requirements of Section 3 of the Housing and Urban Development Act (HUD) of 1968 pursuant to 24 CFR 570.607(b) and 24 CFR 75. This legislative directive provides preference to low-income residents, and businesses that substantially employ said persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As such it is the intent of the County to give, to the greatest extent feasible, (consistent with existing Federal, State, and local laws and regulations), employment, contracting and other economic opportunities arising in connection with a proposed project to low-income persons, Section 3 residents and business concerns in the local community, and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low-income persons residing in Lee County.”
4. Subsection 5.1 under Section 5. RECORDS RETENTION of the Special Conditions section of Solicitation No. RFP230391BAG shall be superseded by:

“5.1. The VENDOR shall retain sufficient records to show the Vendor’s and its sub-contractors’ compliance with the terms of this solicitation package and any and all associated Agreement(s), and the compliance of all SUBCONSULTANTS paid from funds under this solicitation package, any and all associated Agreement(s) for a period of six (6) years from the date the County receives final closeout from the U.S. Department of Housing and Urban Development (HUD). The CONSULTANT shall also comply with the provisions of 24 CFR 570.502(a)(7)(i). The CONSULTANT

shall further ensure that audit working papers are available upon request for a period of six (6) years from the date the County receives final closeout from the U.S. Department of Housing and Urban Development (HUD), unless extended in writing by HUD as required by the provisions of 2 CFR 200.334 as modified by 24 CFR 570.502(a)(7)(i). Where a conflict exists between State records retention laws and the federal requirements of this section, the longer term shall apply."

5. Subsection 20.1 under Section 20. SUSPENSION AND DEBARMENT of the SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS PER 2 CFR PART 200 APPENDIX II section of Solicitation No. RFP230391BAG shall be superseded by:

"20.1. This contract is a covered transaction for purposes of 2 CFR. pt. 180 and 2 CFR 200.214. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

20.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 CFR. pt. 180, subpart C and 2 CFR 200.214, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

20.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 CFR. pt.180, subpart C and 2 CFR 200.214, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

20.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 CFR. pt. 180, subpart C and 2 CFR 200.214, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

6. Subsection 24.2 under Section 24. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708) of the SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS PER 2 CFR PART 200 APPENDIX II section of Solicitation No. RFP230391BAG shall be superseded by:

"24.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such

District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section."

EXHIBIT C FEE SCHEDULE

<i>Staff Hourly Rates Years 1-3 per Assigned Staff Member</i>		
Description	Unit of Measure	Unit Price
CDBG-DR Planning and Policy Support Staff	Hourly Rate	\$125.00
CDBG-DR QA and Monitoring Staff	Hourly Rate	\$115.00
CDBG-DR Environmental Review Staff	Hourly Rate	\$125.00
CDBG-DR Project Managers	Hourly Rate	\$175.00
CDBG-DR Subject Matter Expert	Hourly Rate	\$190.00
CDBG-DR Senior Grant Manager	Hourly Rate	\$150.00
CDBG-DR Grant Manager	Hourly Rate	\$130.00
CDBG-DR Grants Analyst	Hourly Rate	\$90.00
CDBG-DR Administrative Assistant/Support	Hourly Rate	\$60.00
<i>Staff Hourly Rates by Assigned Staff Member - Optional Renewal Year 1</i>		
Description	Unit of Measure	Unit Price
CDBG-DR Planning and Policy Support Staff	Hourly Rate	\$127.50
CDBG-DR QA and Monitoring Staff	Hourly Rate	\$117.30
CDBG-DR Environmental Review Staff	Hourly Rate	\$127.50
CDBG-DR Project Managers	Hourly Rate	\$178.50
CDBG-DR Subject Matter Expert	Hourly Rate	\$193.80
CDBG-DR Senior Grant Manager	Hourly Rate	\$153.00
CDBG-DR Grant Manager	Hourly Rate	\$132.60
CDBG-DR Grants Analyst	Hourly Rate	\$91.80
CDBG-DR Administrative Assistant/Support	Hourly Rate	\$61.20

Staff Hourly Rates by Assigned Staff Member - Optional Renewal Year 2		
Description	Unit of Measure	Unit Price
CDBG-DR Planning and Policy Support Staff	Hourly Rate	\$130.05
CDBG-DR QA and Monitoring Staff	Hourly Rate	\$119.65
CDBG-DR Environmental Review Staff	Hourly Rate	\$130.05
CDBG-DR Project Managers	Hourly Rate	\$182.07
CDBG-DR Subject Matter Expert	Hourly Rate	\$197.68
CDBG-DR Senior Grant Manager	Hourly Rate	\$156.06
CDBG-DR Grant Manager	Hourly Rate	\$135.25
CDBG-DR Grants Analyst	Hourly Rate	\$93.64
CDBG-DR Administrative Assistant/Support	Hourly Rate	\$62.42
Staff Hourly Rates per Assigned Staff Member - Optional Renewal Year 3		
Description	Unit of Measure	Unit Price
CDBG-DR Planning and Policy Support Staff	Hourly Rate	\$132.65
CDBG-DR QA and Monitoring Staff	Hourly Rate	\$122.04
CDBG-DR Environmental Review Staff	Hourly Rate	\$132.65
CDBG-DR Project Managers	Hourly Rate	\$185.71
CDBG-DR Subject Matter Expert	Hourly Rate	\$201.63
CDBG-DR Senior Grant Manager	Hourly Rate	\$159.18
CDBG-DR Grant Manager	Hourly Rate	\$137.96
CDBG-DR Grants Analyst	Hourly Rate	\$95.51
CDBG-DR Administrative Assistant/Support	Hourly Rate	\$63.67

In the event that additional Vendor staffing positions or work products are needed to complete specific objectives assigned to the Vendor by the County under this Agreement, the County and the Vendor may negotiate such positions, work products and appropriate unit or lump sum costs as part of a Task Order.

Environmental Review Services

<i>Price per Service – All Years</i>		
Description	Unit of Measure	Unit Price
Exempt Review	Each	\$400.00
Categorically Excluded Not Subject for Part 58.5	Each	\$750.00
Categorically Excluded Subject for Part 58.5	Each	\$8,000.00
Environmental Assessment	Each	\$12,000.00

Pricing for Software

For the first year of the contract, the system implementation, licensing, and support fees will be paid in accordance with the milestone tasks defined by Task Orders authorized by the County under this Agreement. For all future contract years, the Vendor shall submit an annual invoice for licensing fees. A Task Order will not be required for provision and invoicing of software licensing. No fees shall exceed the unit prices for software provided below.

<i>Years 1-3 Software Costs</i>		
Description	Unit of Measure	Unit Price
Total System Implementation, Licensing and Support Cost for 3 Years: VistaTRAK & GrantTRAX	Flat Rate	\$868,136
<i>Software Costs - Optional Renewal Year 1</i>		
Description	Unit of Measure	Unit Price
Software Support, Maintenance and All System Updates and Upgrades: VistaTRAK & GrantTRAX	Flat Rate	\$137,772.00
<i>Software Costs - Optional Renewal Year 2</i>		
Description	Unit of Measure	Unit Price

Software Support, Maintenance and All System Updates and Upgrades: VistaTRAK & GrantTRAX	Flat Rate	\$137,772.00
Software Costs - Optional Renewal Year 3		
Description	Unit of Measure	Unit Price
Software Support, Maintenance and All System Updates and Upgrades: VistaTRAK & GrantTRAX	Flat Rate	\$137,772.00

Grant Management Systems Assumptions:

For Years 1-3 Software Costs, a budget of \$250,000 has been established for customization of existing eGrants system to Lee County specifications.
 For Years 1-3 Software Costs, a budget of \$100,000 has been established for customization of existing grantTRAX system to Lee County specifications.
 For Years 1-3 Software Costs, a budget of \$100,000 has been established for customization of existing VistaTRAK system to Lee County specifications.
 Any additional costs for custom development work beyond the budgets above will be negotiated based on the below rate schedule.

Labor Classification	Hourly Rate
Project Director	\$210.00
Project Manager	\$180.00
Sr. Technical Manager	\$190.00
Technical Manager	\$185.00
Database Analyst	\$165.00
Database Specialist	\$160.00
Sr. Program Specialist	\$165.00
Program Specialist	\$110.00

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EXHIBIT D INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL); or
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT E
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 10/4/23

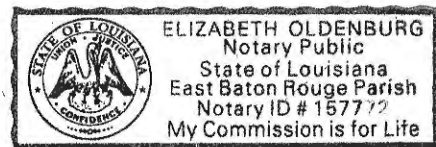
STATE OF LA
COUNTY OF East Baton Rouge

Jack Hunt
Signature
Jack Hunt, Principal
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of October 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: driver's license.
Type of Identification

[Stamp/seal required]

Elizabeth Oldenburg
Signature, Notary Public



Solicitation No. RFP230391BAG

EXHIBIT F

PROJECT FUNDING PACKAGE



Advertise Date: Friday, June 30, 2023

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: **RFP230391BAG**

Solicitation Name: **CDBG-DR Program Management and Implementation Staff Augmentation**

Open Date/Time: **Monday, July 31, 2023** Time: **2:30 PM**

Location: **Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901**

Procurement

Contact: **Brooke Green, CPPB** Title **Grants Procurement Analyst**

Phone: **(239) 533-8848** Email: **BGreen @leegov.com**

Requesting Dept. **County Administration**

Pre-Solicitation Meeting:

Type: **NON-Mandatory**

Date/Time: **7/14/2023 10:00 AM**

Location: **Lee County Administration Building
2115 Second Street 1st Floor Fort Myers, Florida 33901**

All solicitation documents are available for download at
www.leegov.com/procurement

FUNDED IN WHOLE BY:
Community Development Block Grant Disaster Recovery (CDBG-DR)
Through the
U.S. Department of Housing and Urban Development (HUD)

Advertise Date: Friday, June 30, 2023

**Notice to Contractor / Vendor / Proposer(s)****REQUEST FOR PROPOSAL (RFP)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP230391BAG CDBG-DR Program Management and Implementation Staff Augmentation

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Monday, July 31, 2023

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.LeeGov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.LeeGov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

10:00 AM Friday, July 14, 2023 Lee County Administration Building 2115 Second Street 1st Floor Fort Myers, Florida 33901

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Brooke Green BGreen@LeeGov.com

Sincerely,

A blue ink handwritten signature, appearing to read "Robin Dennard", is written over a blue circular stamp or seal.

Robin Dennard, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

EXHIBIT F
PROJECT FUNDING PACKAGE

Terms and Conditions
Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Lee County Procurement Management Ordinance 22-06
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

EXHIBIT F
PROJECT FUNDING PACKAGE

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
 - 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
 - 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
 - 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/Vendors of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

EXHIBIT F
PROJECT FUNDING PACKAGE

- 6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.
7. **PRE-SOLICITATION CONFERENCE**
- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.
8. **COUNTY INTERPRETATION/ADDENDUMS**
- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. **QUALITY GUARANTEE/WARRANTY (as applicable)**
- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

EXHIBIT F
PROJECT FUNDING PACKAGE

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

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- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 15.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 15.4. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

19. FLORIDA CERTIFIED ENTERPRISES

- 19.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-Vendors are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority,

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Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or Vendor under contract with any public entity, and may not transact business with any public entity.

21. SUB-PROPOSER/VENDOR

- 21.1. The use of sub-proposer/Vendor under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of

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D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).

23.2. Evaluation Meeting(s):

- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 24.4.1. Make award(s) to one or multiple proposers.
 - 24.4.2. Waive minor informalities in any response;
 - 24.4.3. Reject any and all proposals with or without cause;
 - 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is
 - 25.1.2. Step 2: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,
 - 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 28.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 28.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 28.4. In order to preserve the right to protest, a written **"Notice Of Intent To File A Protest" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 28.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond" and "Formal Written Protest"** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 28.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

30. CONTRACT ADMINISTRATION

- 30.1. **Designated Contact:**
 - 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

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- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 30.3. **RFP – Basis of Award:**
- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 30.4. **Agreement/Contract:**
- 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 30.5. **Records:**
- 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-**

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2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at
PRRCustodian@leegov.com **or** **Visit**
<http://www.leegov.com/publicrecords>.

30.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

30.6. Termination:

30.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.

30.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

32. LEE COUNTY PAYMENT PROCEDURES

32.1. All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

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- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
34. DEBRIS DISPOSAL (if applicable)
- 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
35. SHIPPING (if applicable)
- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
36. LOCAL VENDOR PREFERENCE
- ~~36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.~~
- ~~36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.~~
- ~~36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.~~
37. INSURANCE (AS APPLICABLE)
- 37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.
- 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

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INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
- \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
- \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease - policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

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Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. Under the Description of Operations, the following must read as listed:

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide section

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SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. PROJECT FUNDING NOTICE

- 2.1. As notice to all VENDORS, this project is funded in whole or in part by Community Development Block Grant Disaster Recovery (CDBG-DR) funding through the U.S. Department of Housing and Urban Development (HUD). The VENDOR agrees to abide by and comply with all terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. It shall be further understood that these provisions and terms shall be incorporated into any related Agreements/Contracts executed between the prime VENDOR and sub-contractors.
- 2.2. Vendor shall provide services in support of the County's CDBG-DR Action Plan in accordance with Federal Register 88 FR 32046, and all applicable federal, state, and County regulations.
- 2.3. The VENDOR shall be bound by the terms as stated within this solicitation package, any and all associated Agreement(s), and by all applicable state and federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 2 CFR part 200 and 24 CFR part 570 and the VENDOR shall hold the U.S. Department of Housing and Urban Development (HUD) and Lee County harmless against all claims of whatever nature arising out of the VENDOR'S performance of work under this solicitation, to the extent allowed and required by law.
- 2.4. The prime VENDOR and its sub-contractors to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of the County, its auditors, HUD, or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00a.m. to 5:00 p.m., local time, Monday through Friday.

3. BACKGROUND CHECKS

- 3.1. At the discretion of the County, the Vendor, at its expense, may be requested to conduct a background check for each of its employees as well as for the employees of its subcontractors, who will provide services to the County or who will have access to County facilities or to County computer systems, either through on-site or remote access. The minimum background check process for all Vendor personnel shall meet all screening standards required by law and include, but not be limited to, the following checks:
 - 3.1.1. Social Security Number (SSN) validation and address history
 - 3.1.2. State criminal and sex offender registry search
 - 3.1.3. National Crime Information Center search
 - 3.1.4. FBI fingerprint check using Integrated Automated Fingerprint Identification System
 - 3.1.5. County Felony and Misdemeanor
 - 3.1.6. National Sexual Offender Registry Search
- 3.2. The background check must be conducted prior to initial access by Vendor personnel. The Vendor shall provide proof of a satisfactory background check to the County's Director of Procurement Management prior to assignment of any Vendor personnel. The County retains the right to reject assignment of any Vendor personnel based on the results of a background check.

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- 3.3. Vendor personnel who separate from employment by the Vendor for any reason whatsoever, and for any length of time, must undergo another background check prior to renewed access to the County. Background checks must be repeated not less than every five (5) years. At the County's discretion, background checks for Vendor personnel holding sensitive positions (e.g., working with or around children, or within high-security areas) may be required more frequently. The County shall have the ability to audit the Vendor's background check process to ensure compliance with County standards, at any time. Additionally, all Vendor personnel have the responsibility to self-disclose any misdemeanor or felony convictions that occur while assigned to the County within three (3) business days of the conviction or upon return to a County assignment. The conviction must be reported to the Vendor, who shall then notify the Director of Procurement Management.
- 3.4. If at any time it is discovered that any Vendor personnel has a criminal record that includes a felony or misdemeanor, the Vendor is required to inform the County and the County will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether that Vendor employee will be placed or remain on a County assignment. The County may withhold consent at its sole discretion. Failure of the Vendor to comply with the terms of this paragraph may result in the termination of its Agreement with the County.

4. SECTION 3

- 4.1. Lee County will comply with the requirements of Section 3 of the Housing and Urban Development Act (HUD) of 1968 pursuant to 24 CFR 570.607 (b). This legislative directive provides preference to low-income residents, and businesses that substantially employ said persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As such it is the intent of the County to give, to the greatest extent feasible, (consistent with existing Federal, State, and local laws and regulations), employment, contracting and other economic opportunities arising in connection with a proposed project to low-income persons, Section 3 residents and business concerns in the local community, and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low-income persons residing in Lee County.
- 4.2. Efforts to ensure that compliance is achieved include: 1) requiring that all VENDOR post information at job sites in affected areas regarding employment opportunities and preference in hiring Section 3 employees and 2) advertising projects identifying contracting opportunities and the preference to utilize Section 3 businesses.
- 4.3. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-Vendors are Section 3 businesses. Lee County encourages the utilization and participation of Section 3 Businesses in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Section 3 firms are encouraged to respond.

5. RECORDS RETENTION

- 5.1. The VENDOR shall retain sufficient records to show the Vendor's and its sub-contractors' compliance with the terms of this solicitation package and any and all associated Agreement(s), and the compliance of all SUBCONSULTANTS paid from funds under this solicitation package, any and all associated Agreement(s) for a period of six (6) years from the date the County receives final closeout from the U.S. Department of Housing and Urban Development (HUD). The CONSULTANT shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The CONSULTANT shall further ensure that audit working papers are available upon request for a period of six (6) years from the date the County receives final closeout from the U.S. Department of Housing and Urban Development (HUD), unless extended in writing by HUD as required by the provisions of 2 CFR 200.334 as modified by 24 CFR 570.502(a)(7)(ii). Where a conflict exists between State records retention laws and the federal requirements of this section, the longer term shall apply.
- 5.2. The VENDOR shall ensure that audit working papers are made available to HUD, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is received by the County, unless extended in writing by HUD. In addition, if any litigation, claim, negotiation, audit, or other

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action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

6. ADDITIONAL PROJECT FUNDING REQUIREMENTS

6.1. In addition to the grant/project funding requirements found affixed to this solicitation package, the VENDOR shall comply with the below additional project funding requirements and shall require the following provisions be included in each contract and subcontract for all tiers associated with this project:

6.2. The VENDOR shall comply with all applicable local, state, and federal laws, including American with Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. §12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportations, state and local government services and telecommunications.

6.3. Restrictions, Prohibits, Controls, and Labor Provisions.

6.3.1.1. In accordance with Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any good or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, SUBVENDOR or Vendor under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. In response to this solicitation package, any and all associated Agreement(s), the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The VENDOR shall disclose if it or any of its affiliates is placed on the convicted vendor list.

6.3.1.2. In accordance with Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide to provide any good or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, SUBVENDOR or Vendor under a contract with any public entity; and may not transact business with any public entity. In response to this solicitation package, any and all associated Agreement(s), the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The VENDOR shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

6.4. Employment Eligibility (Using E-Verify). Agency – Vendors – VENDORS:

6.4.1.1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and

6.4.1.2. Shall expressly require any VENDORS and SUBVENDORS performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the VENDOR/Vendor and SUBVENDOR/Vendor during the Agreement term.

6.5. **Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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7. LOBBYING

- 7.1. General: Participating Bidder/Proposer shall adhere to the Anti-Lobbying clause as provided herein. Following this clause, the participating Proposers are hereby notified they shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee.
- 7.2. By participating in this solicitation and completion of affixed certificate the Bidder/Proposer certifies that to the best their knowledge:
- 7.2.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the VENDOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 7.2.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Bidder/Proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. Standard Form-LLL
- 7.2.1.3. Submission of the certification found herein is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 7.3. The VENDOR also agrees by submitting their proposal that they shall require that the language of the applicable certification found herein be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

8. COPYRIGHT, PATENT AND TRADEMARK

- 8.1. Any and all patent rights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are hereby transferred by the VENDOR to the State of Florida.
- 8.2. If the VENDOR has a pre-existing patent or copyright, the VENDOR shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- 8.3. If any discovery or invention is developed in the course of or as a result of work or services performed under this solicitation package, any and all associated Agreement(s) or in any way connected with it, the VENDOR shall refer the discovery or invention to HUD for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this solicitation package, any and all associated Agreement(s) are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, the VENDOR shall notify HUD. Any copyrights accruing under or in connection with the performance under this solicitation package, any and all associated Agreement(s) are transferred by the VENDOR to the State of Florida.

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8.4. Within thirty (30) calendar days of execution of all associated Agreement(s), the VENDOR shall disclose all intellectual properties relating to the performance of this solicitation package, any and all associated Agreement(s) which her or she knows or should know could give rise to a patent or copyright. The VENDOR shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and HUD shall have the right to all patents and copyrights which accrue during performance of the Agreement.

9. HATCH ACT

9.1. The VENDOR shall comply with the Hatch Act, 5 USC 1501-1508, and shall ensure that no funds provided, nor personnel employed under this solicitation package, any and all associated Agreement(s), shall be in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

10. PROFESSIONAL SERVICES NOTICE

10.1. Services referenced in this package are intended to describe typical planning services of this industry. These services are not intended/required to be completed by licensed engineering staff where signature or seal of a licensed professional engineer or architect are necessary or required. Although, engineering firms or individuals licensed as engineers, architects or similar may provide services described herein, these services do not require such individuals to sign, seal, or function under their licensed capacity.

End of Special Conditions

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

1. NOTICE TO CONSULTANT/CONTRACTOR/VENDOR REGARDING FEDERAL FUNDING

- 1.1. When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.317 through 200.327.
- 1.2. CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
 - 1.2.1. 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - 1.2.2. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - 1.2.3. Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - 1.2.4. 31 CFR Part 25 Rules and Procedures for Funds Transfers
- 1.3. Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the CONSULTANT/CONTRACTOR/VENDOR, the CONSULTANTS/CONTRACTORS/VENDORS investment, the amount of subcontracting necessary, the quality of the CONSULTANTS/CONTRACTORS/VENDORS record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY:

- 2.1. During the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR agrees as follows:
 - 2.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 2.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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- 2.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.
- 2.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

3. MAINTENANCE OF RECORDS:

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices

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and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

- 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 3.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.

4. DHS SEAL, LOGO, AND FLAGS

- 4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval. The CONSULTANT/CONTRACTOR/VENDOR shall include this provision in any subcontracts.

5. LOCAL VENDOR PREFERENCE EXCLUSION

- 5.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

- 6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used to fund all or a portion of the contract. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 7.1. The Federal Government is not a party to this solicitation and/or contract and is not subject to any obligations or liabilities to the non- Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

- 8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation and/or contract.

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9. SUBCONTRACTS

- 9.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

10. CONFLICT OF INTEREST:

- 10.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

- 11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.
- 11.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- 11.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

12. ENERGY POLICY AND CONSERVATION ACT

- 12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- 13.1. If subcontracts are to be let, the prime CONSULTANT/CONTRACTOR/VENDOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- a) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit

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maximum participation by small and minority businesses, and women's business enterprises.

- e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

14. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 14.1. As appropriate and to the greatest extent consistent with law, the CONSULTANT/CONTRACTOR/VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
 - 14.1.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 14.1.2. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 14.1 The Contractor shall comply with 2 C.F.R. § 200.216, Prohibition on Contracting for Covered Telecommunications Equipment or Services:
 - (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 - (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - (c) Exceptions.
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

16. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 16.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County’s best interest to do so. In the event of termination the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 16.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

17. CHANGES

- 16.1 Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order or constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated

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contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

18. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

- 18.1. The CONSULTANT/CONTRACTOR/VENDOR grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.”

19. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS.

- 19.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For firm fixed price, lump sum, Time & Material (T&M) and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR’s Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents a NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

20. SUSPENSION AND DEBARMENT

- 20.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 20.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 20.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 20.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring

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such compliance in its lower tier covered transactions.

21. RECOVERED MATERIALS

- 21.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 21.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>
- 21.3. The CONSULTANT/CONTRACTOR/VENDOR also agrees to comply with all other applicable requirements of Section 6002 or Solid Waste Disposal Act.

22. REMEDIES

- 22.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 22.1.1. Withhold or suspend payment of all or any part of a request for payment.
- 22.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- 22.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
- 22.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
- 22.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- 22.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or
- 22.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

23. OTHER REMEDIES AND RIGHTS:

- 23.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any

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other default by the CONSULTANT/CONTRACTOR/VENDOR.

- 23.2. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

24. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):

- 24.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 24.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 24.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 24.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

25. CLEAN AIR ACT

- 25.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 25.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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- 25.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

26. FEDERAL WATER POLLUTION CONTROL ACT

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

27. BYRD ANTI-LOBBYING AMENDMENT

- 27.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

28. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- 28.1. If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and Lee County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

29. FLY AMERICA REQUIREMENTS

- 29.1. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

30. AMERICANS WITH DISABILITIES ACT (ADA)

- 30.1. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

31. CARGO PREFERENCE

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- 31.1. The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
- 31.2. Use of United States – Flag Vessels:
- 31.3. The CONSULTANT/CONTRACTOR/VENDOR agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels
- 31.4. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding 6 paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LCBOCC (through the Contractor in the case of a subcontractor's bill-of-lading.)
- 31.5. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

32. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS

- 32.1. CONSULTANT/CONTRACTOR/VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The CONSULTANT/CONTRACTOR/VENDOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

33. ENERGY CONSERVATION

- 33.1. CONSULTANT/CONTRACTOR/VENDOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with Federal funds required under Federal regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart C.

End of Supplemental Information Section

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DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1 Lee County Board of County Commissioners seeks to contract with a highly professional, qualified firm to provide a broad range of services under its Community Development Block Grant Disaster Recovery (CDBG-DR) allocation to include program management staff augmentation, grant compliance and monitoring activities, environmental reviews, project implementation, and administrative coordination and support.

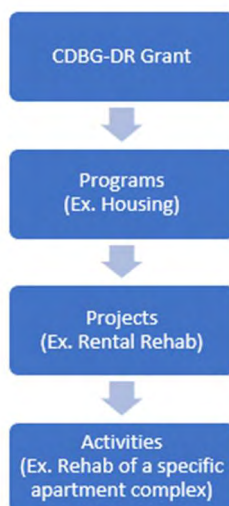
2. BACKGROUND

- 2.1 Hurricane Ian made landfall in Lee County on Sept. 28, 2022, as a Category 4 storm with a wind speed of 155 mph. It is the fifth largest storm in U.S. history. Assessments show Ian caused more than \$7.3 billion in damage to residential and commercial structures, with major impacts to infrastructure, businesses, and all of Lee County's beaches and parks. The storm left more than 130,000 residents in need of housing assistance.
- 2.2 The U.S. Department of Housing and Urban Development (HUD) allocated approximately \$1.1 billion in CDBG-DR funds to support disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in Lee County ([see 88 FR 32046](#)). Lee County's Office of Strategic Resources and Government Affairs (the County) is responsible for the management of the CDBG-DR funding, and implementation of projects under the CDBG-DR Action Plan.

3. DETAILED SCOPE / TECHNICAL SPECIFICATIONS

3.1 Terms Specific to CDBG-DR

- 3.1.1 Under the CDBG-DR grant, the funding is allocated into spending categories termed "programs." Programs are the high-level eligible activities, like planning, infrastructure, etc. Under each program, the County designates "projects" to determine how the program money will be spent. Projects are specific funding opportunities under each program, like roadways, etc. When a subrecipient receives an award under a project, they are conducting an "activity." Activities are unique undertakings, like construction on a specific roadway.



3.2 General Overview of Project

- 3.2.1 The Vendor shall provide program management staff augmentation, grant compliance and monitoring activities, environmental reviews, and project implementation and support for the County's CDBG-DR programs and general grant administration. Such activities shall be carried out in full compliance

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with HUD requirements and under the general direction of the County. Each task shall be assigned through use of a Task Order that will authorize the work. No work is authorized under the contract until execution of a Task Order by both parties.

- 3.2.1.1 At the time of advertisement of this RFP, there are no economic revitalization projects or activities contemplated in the draft Action Plan. However, should the County choose to add economic revitalization projects or activities at a future date, the Vendor awarded the contract under this RFP will be issued a separate Task Order for program design and implementation to include tasks similar to those described herein for implementation of other projects and activities.
- 3.2.2 The County anticipates that the first Task Order, which will include Task 1 staffing and activities, will be executed at the same time as the contract. The awarded vendor must have the ability to mobilize staff in accordance with the Task Order immediately after approval.
- 3.2.3 As part of regular management of its activities in delivery of services under the contract, the Vendor shall, in part:
 - 3.2.3.1 Provide all necessary equipment and supplies for its staff working under this contract.
 - 3.2.3.2 Establish a functional organization structure with proper administrative oversight.
 - 3.2.3.3 Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
 - 3.2.3.4 Submit monthly activity reports indicating the status of projects. These reports shall include any areas of concern or needs identified by the Vendor.
 - 3.2.3.5 Meet at least one time monthly, potentially more frequently, with the County's contract manager and cooperate with all County monitoring activities for contract oversight.
- 3.2.4 The County will assume the responsibility for compliance monitoring during the affordability period beyond the term of the contract resulting from this solicitation. The County does not expect to contract for these services in the future, and the Vendor shall assist in the comprehensive transfer of data, documentation and processes from Vendor to County monitoring at the end of the contract term, or Task Order term, whichever applies.

3.3 Vendor's Personnel

- 3.3.1 After contract award and throughout the term of the contract, the Vendor shall provide and keep current an organizational chart and supervisory hierarchy to ensure adequate staffing levels, staff oversight, and accountability. The Vendor shall designate a primary manager who will maintain frequent communication with the County's contract manager, which may include a weekly meeting.
- 3.3.2 Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the County. Vendor shall notify the County's contract manager of any desired substitution, including the name(s), resumes, and references of Vendor's recommended substitute personnel. The County will approve or disapprove the requested substitution in a timely manner. The County may, in its sole discretion, direct the Vendor to terminate the services of any person providing services under the contract. Upon such termination, the County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

3.4 Location of Work

- 3.4.1 The Vendor must meet the County's expectations for collaboration, staff oversight, hours of availability, productivity, and collaboration in all aspects of this project. Unless onsite work is specifically required by the County, the Vendor may propose remote work for any staff provided, and

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the County may consider approval as part of a Task Order under the contract. The County expects that the hourly rate for remote work employees will be discounted as a result of reduced overhead costs.

- 3.4.2 On-site work will take place in County facilities within Lee County, Florida. Exact work locations are to be determined, and some staff positions may require travel within the County for meetings and program oversight. The County will not pay for relocation or housing of staff assigned but will reimburse expenses for travel that is necessary to complete objectives under the contract. Such travel will be considered on a case-by-case basis and in accordance with the County's Travel Policy, as amended from time to time.
- 3.4.3 Generally, personnel provided by the Vendor shall work no more than 40 hours per week each, and work hours are limited to times between 7:00 a.m. to 6:00 p.m. Monday through Friday. No staff member may work more than 12 hours in one shift and must take meal breaks as required by law. Variations in these work hours may be approved by the County on a case-by-case basis.

3.5 Project Timeline Expectations

- 3.5.1 Time is of the essence for procurement and execution of the contract under this solicitation, and for the selected firm to begin work in support of the County's disaster recovery efforts under CDBG-DR. The County is putting potential proposers on notice of the following estimated timeline so that all firms intending to propose can plan accordingly. These dates are estimated and subject to change.

Estimated Procurement & Contract Initiation Key Dates	
Task Description	Date
Proposals Due; Proposal Opening	Monday, July 31, 2023
County's Action Plan Posts for 30-day Public Comment Period	Tuesday, August 1, 2023
Evaluation Meeting #1 - Ranking and Short Listing	Thursday, August 17, 2023
Evaluation Meeting #2 - Presentations and Final Ranking	Thursday, August 25, 2023
Negotiations and Finalization of Contract and Task Order #1	August 25, 2023 - September 15, 2023
Vendor Execution and Return of Contract	No later than September 22, 2023
Board Approval of Contract and Task Order #1	Tuesday, October 3, 2023
County Contract Execution and Notice to Proceed Issued	No later than October 6, 2023
Vendor Staff Assigned Under Task Order #1 Reports to Work	No later than October 9, 2023
<i>Number of staff to report will be negotiated under Task Order #1</i>	

- 3.5.2 In an effort to reduce contract and Task Order #1 negotiation time, the County's [contract template](#) is provided as part of the solicitation. Potential proposers are encouraged to review the template, as well as all requirements within this solicitation prior to submittal. Because of the need for expediency, Vendor requests for substantial deviation from the County's standard contract terms and conditions may result in failed negotiations. Vendors should prepare their officers and counsel for expedited document reviews and revisions, and that no federal requirement within the contract can be waived or altered.

3.6 Information Systems

- 3.6.1 The Vendor shall provide a robust, secure, web-based system specifically designed to capture pertinent data and provide the comprehensive, flexible, end-to-end grants management functionality

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required to manage CDBG-DR grant project performance and efficiencies, and act as a central retention system for application, project, and grant management files. The system is intended to be the system of record, and the County must be able to retain use for the full records retention period required by law. The Vendor may be required to collaborate and provide system access to other Vendors for the administration of CDBG-DR funded projects, including individual housing projects.

3.6.2 Functionality will include, at minimum:

- 3.6.2.1 User friendly customizable application interface for individual applicants and subrecipients;
- 3.6.2.2 Ability to manage documents to support eligibility determination and case management;
- 3.6.2.3 Clearly defined processes for acquiring, organizing, storing, retrieving, and reporting information about CDBG-DR funded activities;
- 3.6.2.4 Ability to track grant funded obligations, budgets, and program income;
- 3.6.2.5 Reporting capabilities to fulfill monitoring and audit requirements;
- 3.6.2.6 Project and task collaboration and sharing;
- 3.6.2.7 Security and privacy protections for Personally Identifiable Information (PII)
- 3.6.2.8 Capability to securely process large volumes of data and document storage with little to no latency;
- 3.6.2.9 The ability to integrate with other data systems for reporting purposes, at minimum be able to create csv files to populate HUD data upload templates for import to HUD's Disaster Recovery Grant Reporting (DRGR) System;
- 3.6.2.10 Provide properly trained staff with the responsibility of recordkeeping and reporting tasks, as required by program manager; and
- 3.6.2.11 Provide access to HUD, OIG, County, and independent auditor staff to complete monitoring and audits.

3.7 Data Access

- 3.7.1 The Vendor shall provide access to the grant applicant management system to authorized personnel from the County, the Vendor, other vendors, auditors, and subrecipients, as needed. Such access shall remain available throughout the life of the award, during the closeout period, and the required post-closeout Federal retention period. Post-closeout Federal retention period access could be read-only, in a format approved by the County.
- 3.7.2 A task order will be issued at project closeout or after the agreement has been terminated or has expired, providing, in specific detail, how the Vendor shall provide the County all or any part of the County data, Vendor data, work products, or any other files / materials that the Vendor produces or gathers during its tenure on this Program.
 - 3.7.2.1 For any raw data created, assembled, used, maintained, collected, or stored by the Vendor on behalf of the County, the Vendor shall provide the County either the raw data itself or the ability to extract the raw data, in a format mutually agreed upon by both parties at no additional cost to the County.

3.8 Data Ownership

- 3.8.1 The County is, and shall remain at all times, the sole owner of all data and documents affiliated with County work contained in the Vendor's electronic data management system. The Vendor acknowledges that the County has all right, title, or other ownership interest in all County documents and work products.

3.9 Reporting

- 3.9.1 Reports provided by the system shall be compliant with the Department of Housing and Urban Development's audit and compliance reporting requirements and must have the ability to be exported

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into csv files to populate HUD data upload templates for import to HUD's Disaster Recovery Grant Reporting (DRGR) System.

- 3.9.2 Requirements include the ability to report on program / project / activity deliverable progress and status on a daily, weekly, and monthly basis that can be used for both management review and as tools for the audit process.

3.10 Network Access

- 3.10.1 Vendor computers will be restricted to using a Lee County created wired network that is physically segmented from the County's network.
- 3.10.2 Vendor computers will have access to internet services through a circuit that is separate from the County's network.
- 3.10.3 Vendor users will be required to acknowledge and sign an Acceptable Use Policy provided by the County.

3.11 Computer Equipment

- 3.11.1 Vendor computers must have an endpoint protection software which is updated to effectively identify and prevent malicious code and general malware.
- 3.11.2 Support for vendor computers, aside from network connections and County provided devices, is the responsibility of the vendor.
- 3.11.3 The Lee County Innovation & Technology Department reserves the right to perform a security scan at the County's expense to any vendor computer equipment that requires and is approved access to the County network.

3.12 Tasks/Deliverables

- 3.12.1 Vendor shall provide assistance to the County's existing team leading the CDBG-DR program. This shall include but not be limited to the Tasks described herein. However, the Task descriptions are not intended to be an exhaustive list of activities necessary to complete the objectives of the work; the precise activities and duties performed may vary depending on the County's needs as the program and the projects thereunder progress. Each task shall be assigned through use of a Task Order that will authorize the work. No work is authorized under the contract until execution of a Task Order by both parties.

3.12.1.1 Task 1 – Planning and Policy Support

3.12.1.1.1 Vendor shall provide Planning and Policy Support staff to perform tasks related to the development of program design to include policies, procedures, and Notices of Funding Availability (NOFAs) for the County's activities under CDBG-DR. Anticipated activities may include, but are not limited to, infrastructure, public facilities, public services, administration and planning. The Vendor may also be asked to support the County and/or the County's vendor in programming and policy development related to multi-family and single-family housing development, rehab, reconstruction elevation, and buyouts. The County intends to have at least two (2) Planning and Policy Support staff members at the start of the contract and may add more positions or reduce staff assigned as workloads fluctuate throughout the life of the grant. Initial staffing level for this task will be negotiated under Task Order 1, and the County will expect the Vendor to propose an appropriate number of personnel.

3.12.1.1.2 Staff assigned to this task by the Vendor shall have experience in developing programs, program budgets and timelines, and accompanying policies, procedures,

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and NOFAs for CDBG and/or CDBG-DR activities. Planning and Policy Support staff members shall have in-depth knowledge of all applicable HUD and federal regulations specifically including FR-6393-N-01, the HUD Notice of Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements posted in the Federal Register May 18, 2023. This vendor must be knowledgeable about Florida Building Codes, NFIP construction requirements, Lee County and municipal comprehensive plans and land development codes and other local ordinances related to planning and construction in Lee County and its jurisdictions to oversee compliant implementation of Actions Plans and the resulting projects and activities.

3.12.1.1.3 Duties performed by the Planning and Policy Support staff shall include, at minimum:

- 3.12.1.1.3.1 Assisting the County with program development and acting as the subject matter experts for project design. The Vendor staff assigned to this task shall write policies and procedures for the County's application processes and project implementation that reduce the timeline for eligibility determinations, support reasonable budgets, propose efficient project implementation timelines, and optimize cash flow.
- 3.12.1.1.3.2 Drafting NOFAs for the County's review and establishing recommended ranking criteria for applications received.
- 3.12.1.1.3.3 Monitoring cost estimates for projects and activities to ensure that they are reasonable.
- 3.12.1.1.3.4 Preparing any Action Plan Amendments necessary for the County's review and assisting the County in the HUD review and approval process.

3.12.1.2 Task 2 – Compliance and Monitoring

3.12.1.2.1 Vendor shall provide Grant Compliance and Monitoring Support Staff to perform quality assurance, monitoring, and reporting duties and provide technical assistance for grant compliance to County staff and sub-recipients. Grant Compliance and Monitoring Support Staff levels are expected to fluctuate during the life of the contract as workloads vary throughout the life of the grant.

3.12.1.2.2 Staff assigned to this task by the Vendor shall have experience in successful CDBG-DR grant compliance and monitoring and/or CDBG-DR financial management, and direct experience working in the DRGR system. Compliance and Monitoring Support Staff members shall have in-depth knowledge of 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for projects and programs within the County's Action Plan.

3.12.1.2.3 Duties performed by the Grant Compliance and Monitoring Support Staff shall include, at minimum:

- 3.12.1.2.3.1 Assisting in developing, maintaining, and managing the County's Disaster Recovery Grant Reporting (DRGR) System in accordance with the County's Action Plan.
- 3.12.1.2.3.2 Generating Quarterly Progress Reports (QPRs) for the County's review and approval.

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- 3.12.1.2.3.3 Providing technical assistance to County staff and subrecipients on compliance with 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for projects and programs within the Action Plan. This includes, but is not limited to, ensuring compliance with procurement, record-keeping regulations and common monitoring issues.
- 3.12.1.2.3.4 At the request of the County, and on an as-needed basis, conducting training for County staff and subrecipients on compliance with 2 CFR Part 200 and all HUD and federal cross-cutting regulations required, and how to establish systems and process flow charts that will meet HUD compliance.
- 3.12.1.2.3.5 Reviewing the County's policies and procedures for reimbursement request reviews with respect to HUD guidelines and providing guidance for potential revision of existing draw procedures.
- 3.12.1.2.3.6 Developing best practices and process flow charts for reimbursement packet review, draw request review, and check processing and disbursement that ensure proper quality control, meet HUD's requirements for documentation, and meet County-directed ongoing timelines for draw request review and payment.
- 3.12.1.2.3.7 Producing draw-down requests for the County's review and approval in DRGR.
- 3.12.1.2.3.8 Providing technical assistance and training to County staff on the use of DRGR.
- 3.12.1.2.3.9 Providing the County with fiscal procedural support related to processing, reviewing, and drawing reimbursement requests through DRGR.
- 3.12.1.2.3.10 Conduct risk assessment process for all subrecipients and develop monitoring plans.
- 3.12.1.2.3.11 Conducting regular, on-site monitoring of subrecipients to ensure compliance with federal regulations and County policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the subrecipient is out of compliance or is found to be at risk for noncompliance.
- 3.12.1.2.3.12 Conducting regular, on-site monitoring of implementation contractors to ensure compliance with federal regulations and County policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the subrecipient is out of compliance or is found to be at risk for noncompliance.
- 3.12.1.2.3.13 Produce monitoring checklists and reports to track progress, follow-ups and deficiencies as required by the Policy and Procedure of the Project or Activity.
- 3.12.1.2.3.14 Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.
- 3.12.1.2.3.15 Assisting with other County needs related to management of CDBG-DR programs, if requested.

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3.12.1.3 Task 3 – Environmental Reviews

3.12.1.3.1 Vendor shall provide CDBG-DR Environmental Review Specialists to provide services including, but not limited to the services described below. The number of CDBG-DR Environmental Review Specialists assigned to this task may increase or decrease as workloads fluctuate throughout the life of the grant.

3.12.1.3.2 Environmental Review Specialists provided by the Vendor should have direct experience in providing environmental review subject matter expertise for a grantee or subrecipient of equivalent or greater scope of service and size to Lee County.

3.12.1.3.2.1 Documenting program compliance to 24 CFR Part 58 for all federal environmental regulations, especially for public notice, required consultations, permitting, and record retention in HEROS.

3.12.1.3.2.2 Recommending level of clearance and best practices required for all projects listed in the Action Plans and Action Plan amendments for programs including but not limited to housing programs, buyouts and acquisitions, and infrastructure repair.

3.12.1.3.2.3 Reviewing and updating an area-wide Tier 1 - Broad Level environmental review in compliance with 24 CFR Part 58.

3.12.1.3.2.4 Developing a Tier 2 – Site Specific checklists.

3.12.1.3.2.5 Develop scheduling and reporting for all Tier 2 environmental reviews.

3.12.1.3.2.6 Completing all required Tier 2 – Site Specific environmental review reports in a reasonable timeframe to be established mutually in the Task Orders.

3.12.1.3.2.7 Providing drafts of the ERRs and all related correspondence and forms to the County for review and final signature by Authorized Agency Official.

3.12.1.3.2.8 Completing all required public advertisement, notices, and consultations necessary to produce complete Environmental Review Records (ERRs).

3.12.1.3.2.9 Providing ERRs to the County for review and final signature by Authorized Agency Official.

3.12.1.3.2.10 Preparing responses to all requests for information, observations, and findings by federal environmental reviewers.

3.12.1.3.2.11 Review activity change orders and Action Plan changes for potential effect on approved ERRs.

3.12.1.3.2.12 At the request of the County, and on an as-needed basis, conducting training for County staff and sub-recipients related to HUD requirements for the 24 CFR Part 58 environmental review process.

3.12.1.3.3 Environmental Review Specialists provided by the Vendor should have environmental review subject matter expertise and related experience to inform the County and its developers of best practices and make policy and programmatic recommendations. Vendor staff assigned to this work must be familiar with the HUD Environmental Review Online System (HEROS) and use it for the environmental review process.

3.12.1.4 Task 4 – Program Implementation and Management: Planning

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3.12.1.4.1 The Vendor shall provide implementation services for the County's planning activities. These activities will be designed under Task 1. The Vendor shall recommend the number of adequate staff for timely processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

3.12.1.4.2 Staff assigned to this Task shall include subject matter expert employees that have planning experience. These staff members will have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program.

3.12.1.4.3 Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, and closeout of the County's Planning activity, including but not limited to:

3.12.1.4.3.1 Pre-Application Phase

3.12.1.4.3.1.1 Collaborating with the County and the Vendor's Program Management Staff as subject matter experts for planning during the creation program policies and procedures.

3.12.1.4.3.1.2 Establishing the staffing structure and workflows for application submission and evaluation in accordance with the Planning NOFA and policies and procedures in collaboration with Program Management Staff.

3.12.1.4.3.1.3 Producing a communications plan and conducting outreach to inform the public of the funding opportunity.

3.12.1.4.3.1.4 Creating the application form and associated documents that ensure complete data collection and compliance with HUD requirements.

3.12.1.4.3.1.5 Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant/subrecipient case files.

3.12.1.4.3.1.6 Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.

3.12.1.4.3.2 Application & Activity Performance Phase

3.12.1.4.3.2.1 Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non-actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.

3.12.1.4.3.2.2 Collaborating with the County, as needed, to implement application/project evaluation methodology.

3.12.1.4.3.2.3 Evaluating and scoring applications as necessary.

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- 3.12.1.4.3.2.4 Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.
- 3.12.1.4.3.2.5 Monitoring the application, review, and payment process for fraudulent activity.
- 3.12.1.4.3.2.6 Meeting at least monthly with subrecipients to ensure timely expenditure of CDBG-DR funds and address any subrecipient support needs.
- 3.12.1.4.3.2.7 Providing technical assistance to subrecipients as needed.
- 3.12.1.4.3.2.8 Drafting procurement documents for County Planning activities, and for any subrecipients as assigned by the County. Upon request, supporting the procurement process for contracts under the Planning project.
- 3.12.1.4.3.2.9 Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients.
- 3.12.1.4.3.2.10 Adhering to all County policies and procedures, and federal regulations.
- 3.12.1.4.3.2.11 Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.
- 3.12.1.4.3.2.12 Providing monthly reports and quarterly reports in a format that is acceptable to the County. Such reports will include Excel sheets with data points that match the reporting measures in the DRGR. The County may request, and the Vendor shall provide, changes to the format of reports throughout the term of the contract.

3.12.1.4.3.3 Closeout Phase

- 3.12.1.4.3.3.1 Ensuring complete and accurate closeout of the Planning activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.
- 3.12.1.4.3.3.2 Assisting subrecipients and clients with any project completion activities for which they are responsible.

3.12.1.5 Task 5 – Program Implementation and Management: Infrastructure

- 3.12.1.5.1 The Vendor shall provide implementation services for the County's infrastructure program, to include the County's Hazard Mitigation Grant Program (HMGP) 25% local match project. These activities will be designed under Task 1. The Vendor

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will provide recommended staffing roles and numbers based on the activity to provide community engagement, processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

3.12.1.5.2 Staff assigned to this Task shall consist of subject matter expert employees that have construction management or similar experience, including direct experience in the planning, design, and implementation management of large scale CDBG-DR infrastructure construction projects, and experience with HUD regulatory compliance.

3.12.1.5.3 Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, and closeout of the County's Infrastructure activity, including:

3.12.1.5.3.1 Pre-Application Phase

3.12.1.5.3.1.1 Collaborating as subject matter experts with the County to provide technical and programmatic guidance in the creation of CDBG-DR infrastructure program policies, processes, and procedures.

3.12.1.5.3.1.2 Establishing the staffing structure and workflows for application submission and evaluation in accordance with the Infrastructure NOFA and policies and procedures in collaboration with Program Management Staff. Collaborating with County staff to establish the program application process including developing and documenting workflows and implementing the required information technology in accordance with the Infrastructure Program Policies and Procedures and NOFA. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.

3.12.1.5.3.1.3 Producing a communications plan and conducting outreach to inform the public of the funding opportunity.

3.12.1.5.3.1.4 Providing applicants with technical assistance regarding the program and its application process to enable them to submit complete an actionable application.

3.12.1.5.3.1.5 Creating the online application to ensure complete data collection. This includes standing up the required information technology infrastructure which may utilize the selected vendor's or a Lee County solution. The application solution should include online forms and document upload capabilities for collecting required documents to constitute a HUD compliant and actionable application that can be forwarded for

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evaluation. The application process will include case management logging, centralized two-way communication, and workflow management.

3.12.1.5.3.1.6 Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant/subrecipient case files.

3.12.1.5.3.1.7 Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.

3.12.1.5.3.2 Application & Activity Performance Phase

3.12.1.5.3.2.1 Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non-actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.

3.12.1.5.3.2.2 Collaborating with the County, as needed, to implement application/project evaluation methodology.

3.12.1.5.3.2.3 Evaluating and scoring applications, as necessary.

3.12.1.5.3.2.4 Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.

3.12.1.5.3.2.5 Monitoring the application, review, and payment process for fraudulent activity.

3.12.1.5.3.2.6 Meeting at least monthly with subrecipients to ensure timely and compliant expenditure of CDBG-DR funds.

3.12.1.5.3.2.7 Providing technical assistance to subrecipients as needed.

3.12.1.5.3.2.8 Drafting procurement documents for County Infrastructure activities, and for any subrecipients as assigned by the County. Upon request, supporting the procurement process for contracts under the Infrastructure project.

3.12.1.5.3.2.9 Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients. to all County policies and procedures, and federal regulations.

3.12.1.5.3.2.10 Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.

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3.12.1.5.3.3 Closeout Phase

- 3.12.1.5.3.3.1 Ensuring complete and accurate closeout of the infrastructure activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.
- 3.12.1.5.3.3.2 Assisting subrecipients and clients with any project completion activities for which they are responsible.

3.12.1.6 Task 6 – Program Implementation and Management: Public Services

- 3.12.1.6.1 The Vendor shall provide implementation services for the County's public services projects. These projects will be designed under Task 1. The Vendor shall recommend the number of adequate staff for timely processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.
- 3.12.1.6.2 Staff assigned to this Task shall have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program, which will include all related regulatory compliance, such as those established by HUD, and the State of Florida.
- 3.12.1.6.3 Program Implementation and Management staff assigned duties under this task shall include all work necessary for the successful implementation, operation, and closeout of the County's public services projects, including:

3.12.1.6.3.1 Pre-Application Phase

- 3.12.1.6.3.1.1 Collaborating with the County and the Vendor's Program Management Staff as subject matter experts for public services during the creation of program policies and procedures.
- 3.12.1.6.3.1.2 Establishing the staffing structure and workflows for application submission and evaluation in accordance with the public services NOFA and policies and procedures in collaboration with Program Management Staff.
- 3.12.1.6.3.1.3 Collaborating with County staff to establish the program application process including developing and documenting workflows and implementing the required information technology in accordance with the Infrastructure Program Policies and Procedures and NOFA. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.
- 3.12.1.6.3.1.4 Producing a communications plan and conduct outreach to inform eligible applicants of the funding opportunity and to encourage application for funding.

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- 3.12.1.6.3.1.5 Creating the application form and associated documents that ensure complete data collection and compliance with HUD requirements.
- 3.12.1.6.3.1.6 Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant/subrecipient case files.
- 3.12.1.6.3.1.7 Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.

3.12.1.6.3.2 Application & Activity Performance Phase

- 3.12.1.6.3.2.1 Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non-actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.
- 3.12.1.6.3.2.2 Collaborating with the County, as needed, to implement application/project evaluation methodology.
- 3.12.1.6.3.2.3 Evaluating and scoring applications as necessary.
- 3.12.1.6.3.2.4 Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.
- 3.12.1.6.3.2.5 Monitoring the application, review, and payment process for fraudulent activity.
- 3.12.1.6.3.2.6 Meeting at least monthly with subrecipients to ensure timely expenditure of CDBG-DR funds.
- 3.12.1.6.3.2.7 Providing technical assistance to subrecipients as needed.
- 3.12.1.6.3.2.8 Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients.
- 3.12.1.6.3.2.9 Adhering to all County policies and procedures, and federal regulations.
- 3.12.1.6.3.2.10 Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.

3.12.1.6.3.3 Closeout Phase

- 3.12.1.6.3.3.1 Ensuring complete and accurate closeout of the public services activities and providing the County with all

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related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.

3.12.1.6.3.3.2 Assisting subrecipients and clients with any project completion activities for which they are responsible.

3.12.1.6.3.3.3 Collaborating with the County to develop a closeout plan for assisting subrecipients, clients, and contractors with closeout activities, tasks, and deliverables for which they are responsible.

3.13 Task 7 – Program Implementation and Management: Affordable Housing Development and Preservation (5 or More Units)

3.13.1 The Vendor shall provide implementation services for the County's Affordable Housing Development and Preservation (5 or More Units) projects to include the development of new affordable housing consisting of five (5) units or more, and the rehabilitation of rental housing consisting of five (5) units or more. These activities will be designed under Task 1. At the time of Task Order execution authorizing work under this task, the Vendor shall recommend the number of adequate staff for timely processing of applications, assistance to applicants, project oversight, and subrecipient monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

3.13.2 Staff assigned to this Task shall have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program, which will include knowledge of new housing construction and all related regulatory compliance, such as those established by HUD, the State of Florida, and local building codes.

3.13.3 Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, and closeout of the County's new housing development and rental unit rehabilitation projects, including:

3.13.3.1 **Pre-Application Phase**

3.13.3.1.1 Collaborating with the County and the Vendor's Program Management Staff as subject matter experts for housing development during the creation of program policies and procedures.

3.13.3.1.2 Establishing the staffing structure and workflows for application submission and evaluation in accordance with the Infrastructure NOFA and policies and procedures in collaboration with Program Management Staff. Collaborating with County staff to establish the program application process including developing and documenting workflows and implementing the required information technology in accordance with the Infrastructure Program Policies and Procedures and NOFA. This includes defining the staffing structure

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- necessary to efficiently manage a customer focused quality application process.
- 3.13.3.1.3 Producing a communications plan and conducting outreach to inform the public of the funding opportunity and to encourage target applicants for funding.
- 3.13.3.1.4 Assisting applicants with the application process and respond to inquiries in a timely manner.
- 3.13.3.1.5 Creating the application form and associated documents that ensure complete data collection and compliance with HUD requirements.
- 3.13.3.1.6 Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant/subrecipient case files.
- 3.13.3.1.7 Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.
- 3.13.3.2 **Application & Activity Performance Phase**
 - 3.13.3.2.1 Reviewing applications for completeness and communicating with applicants to obtain missing information until the application is complete or non-actionable, including conducting duplication of benefits and other compliance checks in accordance with federal requirements and the County's policies.
 - 3.13.3.2.2 Collaborating with the County, as needed, to implement application/project evaluation methodology.
 - 3.13.3.2.3 Evaluating and scoring applications as necessary.
 - 3.13.3.2.4 Coordinating and leading evaluation committee meetings for the purpose of ranking applications, if needed.
 - 3.13.3.2.5 Monitoring the application, review, and payment process for fraudulent activity.
 - 3.13.3.2.6 Meeting at least monthly with subrecipients to ensure timely expenditure of CDBG-DR funds and address any subrecipient support needs.
 - 3.13.3.2.7 Providing technical assistance to subrecipients as needed.
 - 3.13.3.2.8 Drafting procurement documents for County Affordable Housing Development and Preservation (5 or more units) activities, and for any subrecipients as assigned by the County. Upon request, supporting the procurement process for contracts under the housing project.
 - 3.13.3.2.9 Drafting necessary subrecipient/developer agreements, restrictive covenants and/or mortgage documents.

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- 3.13.3.2.10 Completing any assigned fiscal processing tasks in a manner that ensures timely payment for clients and subrecipients.
- 3.13.3.2.11 Adhering to all County policies and procedures, and federal regulations.
- 3.13.3.2.12 Maintaining regular communication with the County's staff regarding the status of activity workload and processing, and all potential issues and/or needs as they become apparent. Maintaining regular communication with the County's staff regarding the program's performance including financials, status of projects / activities, workload, and all potential issues and / or needs.
- 3.13.3.2.13 Providing monthly reports and quarterly reports in a format that is acceptable to the County. Such reports will include Excel sheets with data points that match the reporting measures in the DRGR. The County may request, and the Vendor shall provide, changes to the format of reports throughout the term of the contract.
- 3.13.3.3 **Closeout Phase**
 - 3.13.3.3.1 Ensuring complete and accurate closeout of the infrastructure activities and providing the County with all related data and documentation in the format determined by the County, and in an orderly, uniform records retention system.
 - 3.13.3.3.2 Assisting subrecipients and clients with any project completion activities for which they are responsible. Collaborating with the County to develop a closeout plan for assisting subrecipients, clients, and contractors with closeout activities, tasks, and deliverables for which they are responsible.
- 3.13.3.4 **Monitoring Phase**
 - 3.13.3.4.1 Creating policies and procedures for ongoing monitoring of unit affordability.
 - 3.13.3.4.2 Conducting affordability and compliance monitoring at least one time annually during the contract term to ensure compliance with property standards, unit affordability, and tenant incomes and demographics.
 - 3.13.3.4.3 Recording affordability monitoring and supporting documentation in the appropriate system of record.
 - 3.13.3.4.4 Providing services and support during the transition from Vendor to County monitoring at the end of the contract term. The Vendor shall ensure that all documentation, systems of record, policies and

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procedures, and other relevant information regarding long-term affordability and compliance monitoring is fully transferred to Lee County staff at least 90 days prior to conclusion of the contract term.

3.14 General Program Assistance as Needed

- 3.14.1 The County may assign the Vendor additional tasks related to the overall management and monitoring of the County's CDBG-DR program, and this may include design and implementation of any eligible activity under the grant. Such assignments will be formalized via Task Orders under the contract. Pricing shall be at the hourly rates established by the contract and shall not exceed the overall price established by the Task Order.
- 3.14.2 The County intends that the Vendor awarded a contract under this RFP will act as a subject matter expert and technical advisor to the County and related tasks may be assigned by Task Order as needs arise.
- 3.14.3 If at any time the County amends its Action Plan to include economic revitalization projects or activities, the Vendor awarded the contract under this RFP will be issued a separate Task Order for program design and implementation to include tasks similar to those described herein for implementation of other projects and activities.

3.15 Transition Assistance

- 3.15.1 If the contract, or any part thereof, is not renewed or is terminated for any reason, or as part of the closeout process, the Vendor shall provide, at the County's sole discretion, up to six (6) months of transition assistance as a new vendor or County staff take over the work. The purpose for this work is to transfer historical knowledge, documentation, systems and acquaint the staff assuming responsibility with the County's operations for CDBG-DR projects and activities.

End of Detailed Specifications

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LEE COUNTY DOCUMENT MANAGEMENT FORM

RFP230391BAG CDBG-DR Program Management and Implementation Staff Augmentation

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
8	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion NOTICE TO CONTRACTOR: This form shall be completed and submitted by each intended CONTRACTOR/SUB-CONTRACTOR performing services under this solicitation and its associated Agreement. Failure to provide this form by all required parties may result in non-award of Agreement to CONTRACTOR. CONTRACTOR shall ensure that any SUB-CONTRACTOR added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.	Required	
9	Immigration Law Affidavit Certification (E-Verify) (Provide evidence of E-Verify account)	Required	
ADDITIONAL– REQUIRED DOCUMENTS			
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

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1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **15 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Qualifications of Firm

- The County seeks a full-service firm with a very high degree of professionalism and prior, demonstrable experience with management, implementation, monitoring/compliance, and reporting required for CDBG-DR funding. Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details of specific experience with managing and implementing CDBG-DR/MIT funds, outcomes, and a list of the jurisdictions in which your firm worked on these projects.
- Describe your firm's experience authoring or reviewing area-wide (Tier 1) environmental review records and authoring or reviewing site-specific (Tier 2) environmental reviews. Skills sought include policy and programmatic expertise to inform the County and its developers of best practices.
- List your current CDBG-DR client engagements with similar scope and describe your firm's capacity to take on the County's contract.

TAB 2: Company Relevant Experience & Reference

- Demonstrate your firm's experience in and knowledge of the regulations, statutes, policies, and procedures related to grants funded by HUD Community Development Block Grant Disaster

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Recovery Programs, including but not limited to application preparation and amendments, record keeping systems, financial management, citizen participation, applicant outreach, procurement, residential anti-displacement, Section 504, fair housing, Equal Employment Opportunity requirements, Section 3, labor compliance (including Davis-Bacon Act), property acquisition, compliance monitoring, and project closeout. Such knowledge and experience shall be demonstrated by providing the details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:

- Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment)
 - Name of the disaster for which CDBG-DR/MIT funding was awarded
 - Total CDBG-DR/MIT allocation, and percentage or amount managed by your firm
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.
- Provide a complete list of government agencies for which you have performed work in the last five (5) years as the primary contractor, the name of the project(s), and total contract amount. This list will not count towards the total page restrictions but should be limited to the information requested.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.
- Highlight how your firm controls costs, and any specific assets that your firm intends to use.
- Specifically describe the grant management system you will provide. Proposals should include formats available for data export.

TAB 4: Personnel

- Provide a detailed description of the firm's **specific** project management team, inclusive of sub-Vendors anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify a staff member that will serve as the lead Project Manager that shall be authorized and responsible to act on behalf of the Vendor with respect to directing, coordinating and administering all aspects of the services to be provided and performed. The County prefers that the Project Manager has at least five (5) years of related, relevant experience.
- Identify your firm's proposed core, on-site staff assigned to the County's contract. The County prefers that Vendor staff assigned under this contract at a supervisory level or above have at least

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three (3) years of experience successfully performing project management services for a range of disaster recovery programs, such as infrastructure, mitigation and general administration of CDBG-DR funds. Further qualifications and experience required of specific staff members are described below under Tasks. Such experience shall be demonstrated by the resumes provided as part of the proposal submittal package under this Tab.

- Provide a brief narrative regarding which staff members will be ready for mobilization upon contract approval.
- The County seeks a full-service firm with a very high degree of professionalism and prior, demonstrable experience with management, implementation, monitoring/compliance, and reporting required for CDBG-DR funding. To this end, Proposers should meet the following desired qualifications:
 - Experience in and ability to demonstrate a working knowledge of the regulations, statutes, policies, and procedures related to grants funded by HUD Community Development Block Grant Disaster Recovery Programs, including but not limited to application preparation and amendments, record keeping systems, financial management, citizen participation, applicant outreach, procurement, residential anti-displacement, Section 504, fair housing, Equal Employment Opportunity requirements, Section 3, labor compliance (including Davis-Bacon Act), property acquisition, compliance monitoring, and project closeout. Such knowledge and experience shall be demonstrated by providing the County with the following documentation as part of the proposal package under Tab 2: a detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed.
 - Prior work history with federal, state, or local government, as evidenced by a complete list of government agencies for which the Vendor has performed work in the last five (5) years as the primary contractor.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Vendors anticipated to be utilized, to be assigned to the Lee County contract.
 - *Resumes are not included within page restrictions, but should be limited to one (1) page per person.**
 - *Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration.**

TAB 5: Price Scoring: (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 10. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 10 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$150,000.00 / \$160,000.00 = .9375 * 10 = 9.375$ points

- i. The pricing proposals will be scored based on the on-site hourly rate, but the Proposal Form allows proposers to provide the discounted hourly rates for remote work staff. Clear performance expectations, work hours, and a plan for oversight must be included in the Vendor's request for remote work personnel.

TAB 6: Required Forms

- Forms 1- 9

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2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	10
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	25
3	PLAN OF APPROACH (TAB 3)	30
4	PERSONNEL (TAB 4)	25
5	PRICE SCORING (TAB 5)	10
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, June 30, 2023	N/A
Pre-Proposal Meeting	Friday, July 14, 2023	9:30 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Monday, July 31, 2023	Prior to 2:30 PM
First Committee Meeting Short list discussion	Friday, August 11, 2023	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	Friday, August 25, 2023	TBD
Board Meeting	Tuesday October 3, 2023	9:30 AM
Additional notes on Submission Schedule: <ul style="list-style-type: none"> <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i>		

End of Section

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

1	<i>Solicitation Response Form</i>
----------	--

1	<p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p>
----------	--

1	<p>Verify that all addenda and tax identification number have been provided.</p>
----------	--

1a	<i>Proposal Form</i>
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1a	<p>This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County</p>
-----------	--

*	<p><i>Business Relationship Disclosure Requirement (if Applicable)</i></p>
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*	<p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable, the Bidder must request the form</u> entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by § 112.313(12)(b), F.S.) to be completed and <u>returned with the Solicitation Response</u>. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</p>
----------	--

*	<p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
----------	--

2	<i>Affidavit Certification Immigration Laws</i>
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2	<p>Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.</p>
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3	<i>Reference Survey</i>
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3	<p>Provide this form to reference respondents. This form <u>will be turned in with the proposal</u> package.</p>
----------	---

- | | |
|----------|---|
| 3 | <ol style="list-style-type: none"> 1. Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.) 2. Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response. 3. The <u>reference respondent</u> should complete "Section 3." 4. Section 4: The reference respondent to print and sign name 5. Three (3) Reference responses are to be returned with the proposal package. 6. Failure to obtain reference surveys may make your company non-responsive. |
|----------|---|

EXHIBIT F
PROJECT FUNDING PACKAGE

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5 *Sub-Contractor/Vendor List* (if applicable)

To be completed and returned when sub-contractor/Vendors are to be utilized and are known at the time of the submission.

6 *Public Entity Crimes Form (Required form)*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or Vendor under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

7 *Debarment, Suspension, Ineligibility*

8 *Immigration Law Affidavit Certification*
(Provide Backup Print out of E-Verify Account)

***** *Proposal Label* (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form
LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 7/31/2023 Deadline Date: 7/31/2023

SOLICITATION IDENTIFICATION: RFP230391BAG

SOLICITATION NAME: CDBG-DR Program Management and Implementation Staff Augmentation

COMPANY NAME: Hunt, Guillot & Associates, LLC (HGA)

NAME & TITLE: (TYPED OR PRINTED) Jack Hunt, Principal

BUSINESS ADDRESS: (PHYSICAL) 603 E. Reynolds Dr., Ruston, LA 17270

CORPORATE OR MAILING ADDRESS:

☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: jhunt@hga-llc.com

PHONE NUMBER: 225-927-6825 FAX NUMBER: 225-529-3778

NOTE REQUIREMENT: IT IS THE **SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. 1 Dated: July 14, 2023 No. 2 Dated: July 21, 2023 No. 3 Dated: July 26, 2023

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: 72-1354146

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification:
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☒ **Business Relationship NOT Applicable**

- 4** Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) ☐ Yes ☒ No
Proposer? If yes, please attach a current certificate.

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Hunt, Guillot& Associates, LLC (HGA)

Company Name (Name printed or typed)

Jack Hunt

Authorized Representative Name (printed or typed)

Principal

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature

(Affix Corporate Seal, if applicable)

Witness/Attested by: (Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
HUNT, GUILLOT & ASSOCIATES, LLC

Filing Information

Document Number	M07000004115
FEI/EIN Number	72-1354146
Date Filed	07/09/2007
State	LA
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/14/2017
Event Effective Date	NONE

Principal Address

603 E. REYNOLDS DRIVE
RUSTON, LA 71270

Changed: 04/12/2018

Mailing Address

603 E. REYNOLDS DRIVE
RUSTON, LA 71270

Changed: 04/12/2018

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Name Changed: 04/23/2014

Address Changed: 04/27/2023

Authorized Person(s) Detail

Name & Address

Title MEMBER

EXHIBIT D
PROJECT FUNDING PACKAGE

GUILLOT, JOHN
603 E. REYNOLDS DRIVE
RUSTON, LA 71270

Title MEMBER

HUNT, ALEXANDER T., III
603 E. REYNOLDS DRIVE
RUSTON, LA 71270

Title MEMBER

HUNT, ALEXANDER T., IV
603 E. REYNOLDS DRIVE
RUSTON, LA 71270

Title MEMBER

HUNT, JACK
603 E. REYNOLDS DRIVE
RUSTON, LA 71270

Annual Reports

Report Year	Filed Date
2021	04/13/2021
2022	04/20/2022
2023	04/17/2023

Document Images

04/17/2023 -- ANNUAL REPORT	View image in PDF format
04/20/2022 -- ANNUAL REPORT	View image in PDF format
04/13/2021 -- ANNUAL REPORT	View image in PDF format
04/08/2020 -- ANNUAL REPORT	View image in PDF format
04/18/2019 -- ANNUAL REPORT	View image in PDF format
04/12/2018 -- ANNUAL REPORT	View image in PDF format
06/14/2017 -- LC Amendment	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
04/18/2016 -- ANNUAL REPORT	View image in PDF format
04/19/2015 -- ANNUAL REPORT	View image in PDF format
02/10/2015 -- LC Amendment	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
03/22/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
03/08/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
03/02/2009 -- ANNUAL REPORT	View image in PDF format
07/18/2008 -- ANNUAL REPORT	View image in PDF format
07/09/2007 -- Foreign Limited	View image in PDF format

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 1a – Bid/Proposal Form (not applicable for CCNA solicitations)



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: Hunt, Guillot and Associates, LLC (HGA)

Solicitation #	<u>RFP230391BAG</u>	Solicitation Name	<u>CDBG-DR Program Management and Implementation Staff Augmentation</u>
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This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience; however, it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount, or the extended amounts and the unit prices quoted, the unit prices shall prevail, and the corrected sum shall be considered the quoted price.

The County shall only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, shall deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.



EXHIBIT F
PROCUREMENT MANAGEMENT DEPARTMENT
PRICE PROPOSAL FORM
ADDENDUM 1

COMPANY NAME: _____

SOLICITATION: RFP230391BAG CDBG-DR Program Management and Implementation Staff Augmentation

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

CDBG-DR Program Management & Implementation Staff Augmentation

Estimated Years 1-3 Cost per Staff Member Assigned

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	6,240	\$ 125.00	\$ 780,000.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	6,240	\$ 115.00	\$ 717,600.00
3	CDBG-DR Environmental Review Staff	Hourly Rate	6,240	\$ 125.00	\$ 780,000.00
4	CDBG-DR Project Managers	Hourly Rate	6,240	\$ 175.00	\$ 1,092,000.00
5	CDBG-DR Subject Matter Expert	Hourly Rate	6,240	\$ 190.00	\$ 1,185,600.00
SUBTOTAL: Years 1-3					\$ 4,555,200.00

Years 1-3 Software Costs (See Tab 5)

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	Total System Implementation, Licensing and Support Cost for at Least 75 Licenses for 3 Years	Flat Rate	1	\$ 1,610,536.00	\$ 1,610,536.00
2	Additional License Cost per Year	Per License, Per Year	1	\$ -	\$ -
SUBTOTAL: Years 1-3					\$ 1,610,536.00

Estimated Cost per Staff Member Assigned - Optional Renewal 1

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	2,080	\$ 127.50	\$ 265,200.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	2,080	\$ 117.30	\$ 243,984.00
3	CDBG-DR Environmental Review Staff	Hourly Rate	2,080	\$ 127.50	\$ 265,200.00
4	CDBG-DR Project Managers	Hourly Rate	2,080	\$ 178.50	\$ 371,280.00
5	CDBG-DR Subject Matter Expert	Hourly Rate	2,080	\$ 193.80	\$ 403,104.00
SUBTOTAL: Renewal 1					\$ 1,548,768.00

Software Costs (See Tab 5) - Optional Renewal 1

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	Total System Licensing and Support Cost for at Least 75 Licenses for 1 Year	Flat Rate	1	\$ 434,692.00	\$ 434,692.00
2	Additional License Annual Cost	Per License	1	\$ -	\$ -
SUBTOTAL: Renewal 1					\$ 434,692.00

Estimated Cost per Staff Member Assigned - Optional Renewal 2

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	2,080	\$ 130.05	\$ 270,504.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	2,080	\$ 119.65	\$ 248,863.68
3	CDBG-DR Environmental Review Staff	Hourly Rate	2,080	\$ 130.05	\$ 270,504.00
4	CDBG-DR Project Managers	Hourly Rate	2,080	\$ 182.07	\$ 378,705.60
5	CDBG-DR Subject Matter Expert	Hourly Rate	2,080	\$ 197.68	\$ 411,166.08
SUBTOTAL: Renewal 2					\$ 1,579,743.36

Software Costs (See Tab 5) - Optional Renewal 2

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	Total System Licensing and Support Cost for at Least 75 Licenses for 1 Year	Flat Rate	1	\$ 434,692.00	\$ 434,692.00
2	Additional License Annual Cost	Per License	1	\$ -	\$ -
SUBTOTAL: Renewal 2					\$ 434,692.00

EXHIBIT F					
Estimated Cost per Staff Member Assigned - Optional Renewal 3					
PROJECT FUNDING PACKAGE					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	2,080	\$ 132.65	\$ 275,914.08
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	2,080	\$ 122.04	\$ 253,840.95
3	CDBG-DR Environmental Review Staff	Hourly Rate	2,080	\$ 132.65	\$ 275,914.08
4	CDBG-DR Project Managers	Hourly Rate	2,080	\$ 185.71	\$ 386,279.71
5	CDBG-DR Subject Matter Expert	Hourly Rate	2,080	\$ 201.63	\$ 419,389.40
SUBTOTAL: Renewal 3					\$ 1,611,338.23
Software Costs (See Tab 5) - Optional Renewal 3					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	Total System Licensing and Support Cost for at Least 75 Licenses for 1 Year	Flat Rate	1	\$ 434,692.00	\$ 434,692.00
2	Additional License Annual Cost	Per License	1	\$ -	\$ -
SUBTOTAL: Renewal 3					\$ 434,692.00
PRICING SUMMARY FOR INITIAL CONTRACT TERM PLUS ALL OPTIONAL RENEWALS					
PROJECT TOTAL				\$12,209,661.59	
**Quantities are not guaranteed. Final payment will be based on actual quantities.					
PROJECT TOTAL:					
Twelve million, two hundred and nine thousand, six hundred sixty-one dollars and fifty-nine cents					

EXHIBIT F
PROJECT FUNDING PACKAGE

<i>Remote Work Hourly Rates By Classification (See Page 31, Section 3.5 of Solicitation Package) - Optional, Unscored</i>					
	CDBG-DR Planning and Policy Support Staff	CDBG-DR QA and Monitoring Staff	CDBG-DR Environmental Review Staff	CDBG-DR Project Managers	CDBG-DR Subject Matter Expert
Year					
1	\$ 115.00	\$ 107.00	\$ 118.00	\$ 168.00	\$ 185.00
2	\$ 115.00	\$ 107.00	\$ 118.00	\$ 168.00	\$ 185.00
3	\$ 115.00	\$ 107.00	\$ 118.00	\$ 168.00	\$ 185.00
4	\$ 117.30	\$ 109.14	\$ 120.36	\$ 171.36	\$ 188.70
5	\$ 119.65	\$ 111.32	\$ 122.77	\$ 174.79	\$ 192.47
6	\$ 122.04	\$ 113.55	\$ 125.22	\$ 178.28	\$ 196.32

<i>Additional Classifications for consideration</i>			
	Senior Grant Manager	Grant Manager	Grant Analyst
Year			
1	\$ 150.00	\$ 130.00	\$ 90.00
2	\$ 150.00	\$ 130.00	\$ 90.00
3	\$ 150.00	\$ 130.00	\$ 90.00
4	\$ 153.00	\$ 132.60	\$ 91.80
5	\$ 156.06	\$ 135.25	\$ 93.64
6	\$ 159.18	\$ 137.96	\$ 95.51

EXHIBIT F
PROJECT FUNDING PACKAGE

Grant Management Systems Assumptions:

For Years 1-3 Software Costs, a budget of \$250,000 has been established for customization of existing eGrants system to Lee County specifications.
For Years 1-3 Software Costs, a budget of \$100,000 has been established for customization of existing grantTRAX system to Lee County specifications.
For Years 1-3 Software Costs, a budget of \$100,000 has been established for customization of existing VistaTRAK system to Lee County specifications.
Any additional costs for custom development work beyond the budgets above will be negotiated based on the below rate schedule.

Labor Classification	Hourly Rate
Project Director	\$210.00
Project Manager	\$180.00
Sr. Technical Manager	\$190.00
Technical Manager	\$185.00
Database Analyst	\$165.00
Database Specialist	\$160.00
Sr. Program Specialist	\$165.00
Program Specialist	\$110.00

Form 2 – Affidavit Certification of Immigration Laws

AFFIDAVIT CERTIFICATION IMMIGRATION LAWSSOLICITATION NO.: **RFP230391BAG**
Implementation Staff AugmentationSOLICITATION NAME: **CDBG-DR Program Management and**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, F.L.A. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR CANCELLATION OF AN ACTIVE CONTRACT. OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: Hunt, Guillot & Associates, LLC

Jack Hunt
Signature Title

Principal

07/31/2023

Date

STATE OF LouisianaCOUNTY OF East Baton Rouge Parish

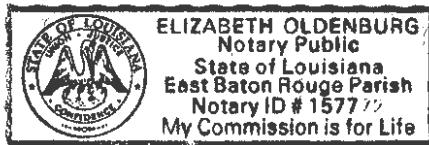
The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _____
31st day of July 2023, by Jack Hunt who has produced

(Print or Type Name)

driver's license as identification.

(Type of Identification)

Elizabeth Oldenburg
Notary Public Signature

Elizabeth Oldenburg

Printed Name of Notary Public

157772 / Lifetime Commission

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 3 - Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CDBG-DR Program Management and Implementation Staff Augmentation, RFP230391BAG

Section 1	Reference Respondent Information		Please return completed form to:	
FROM:	Matt Arlyn		Bidder/Proposer: Hunt, Guillot & Associates, LLC Due Date: July 24, 2023 Total # Pages: 1 Phone #: 225-224-2680 Fax #: Bidder/Proposer E-Mail: cpatterson@hga-llc.com	
COMPANY:	North Carolina Office of Recovery and Resiliency (NCORR)			
PHONE #:	(984) 232-3234			
FAX #:				
EMAIL:	Matthew.Arlyn@ncdps.gov			
Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:	Hunt, Guillot & Associates, LLC			
Reference Project Name:	CDBG-DR and CDBG-MIT Housing and Infrastructure	Project Address:	512 N. Salisbury St., Raleigh, NC 27604	Project Cost:
			\$908 million	
<p>Program management, including homeowner recovery, affordable housing development, code enforcement, multi-family housing, strategic buyouts, and infrastructure.</p>				
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>				
Section 3				Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?				Yes
2. Were any problems encountered with the company's work performance?				No
3. Were any change orders or contract amendments issued, other than owner initiated?				No
4. Was the job completed on time?				Yes
5. Was the job completed within budget?				Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)				9
7. If the opportunity were to present itself, would you rehire this company?				Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:				

Section 4 Please submit non-Lee County employees as references

Matthew Arlyn, Chief Recovery Officer, North Carolina Office of Recovery and Resiliency

Reference Name (Print Name)

Reference Signature

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 3 - Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CDBG-DR Program Management and Implementation Staff Augmentation, RFP230391BAG

Section 1	Reference Respondent Information			Please return completed form to:	
FROM:		Erin Waz		Bidder/Proposer: Hunt, Guillot & Associates, LLC Due Date: July 24, 2023 Total # Pages: 1 Phone #: 225-224-2680 Fax #: Bidder/Proposer E-Mail: cpatterson@hga-llc.com	
COMPANY:		NY Governor's Office of Storm Recovery			
PHONE #:		(518) 248-6147			
FAX #:					
EMAIL:		erin.waz@stormrecovery.ny.gov			
Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)				
Proposer Name:		Hunt, Guillot & Associates, LLC			
Reference Project Name: CDBG-DR Infrastructure for Hurricanes Sandy and Irene and Tropical Storm Lee		Project Address: 60 Broad St, 26th floor, NY, NY, 10004		Project Cost: \$1.3 billion	
Summarize Scope: Managed the \$1.3 billion allocated to four programs, with an estimated 325 projects. HGA services included CDBG-DR grant management, technical assistance, financial management, and policy and SOP development.					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					9
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: HGA provided exceptional guidance and long term support to the GOSR Community Reconstruction & Infrastructure program. Their subject matter expertise was invaluable for both general HUD compliance inquiries as well as complex topics such as vendor procurement and property acquisition concerns. HGA also demonstrated great flexibility as roles and responsibilities changed within our program and organization, and as the support they provided evolved over time in tandem.					

Section 4	Please submit non-Lee County employees as references
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Erin M. Waz

Reference Name (Print Name)



Reference Signature

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 3 - Reference Survey

*Lee County Procurement Management
Reference Survey*

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CDBG-DR Program Management and Implementation Staff Augmentation, RFP230391BAG

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	Nic Hunter	Bidder/Proposer: Hunt, Guillot & Associates, LLC	
COMPANY:	City of Lake Charles, Louisiana	Due Date: July 24, 2023	
PHONE #:	(337) 491-1201	Total # Pages: 1	
FAX #:		Phone #: 225-224-2680	Fax #:
EMAIL:	nhunter@cityoflc.us	Bidder/Proposer E-Mail: cpatterson@hga-llc.com	

Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	Hunt, Guillot & Associates, LLC		
Reference Project Name: Direct CDBG-DR Allocation for Infrastructure, Economic Dev., and Housing Programs	Project Address: 326 Pujo St., Lake Charles, LA 70601	Project Cost: \$17.8 million	

Summarize Scope

Action plan development, public participation, and submission in DRGR; project planning and development; project implementation; compliance and monitoring; and close out.

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3			Indicate: "Yes" or "No"
	1. Did this company have the proper resources and personnel by which to get the job done?		Yes
	2. Were any problems encountered with the company's work performance?		No
	3. Were any change orders or contract amendments issued, other than owner initiated?		No
	4. Was the job completed on time?		Yes
	5. Was the job completed within budget?		Yes
	6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		10
	7. If the opportunity were to present itself, would you rehire this company?		Yes
	8. Please provide any additional comments pertinent to this company and the work performed for you: Very happy with HGA!		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) Nicholas E Hunter

Reference Signature 

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

"Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation."

Company Name Hunt, Guillot and Associates, LLC (HGA)

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
Alleged Negligence* *Incident is not related to the HGA division that would perform work resulting from this RFP.	Incident: N/A, no specific date for alleged issue Filed: Jenkins, 10/4/22; Roberts, 1/3/23; Johnson, 1/10/23	Robert S. Jenkins; Barry Wayne Roberts; Jimmy Ray Johnson	CV-2022-900055 (Jenkins consolidated with Roberts, et al. and Johnson, et al. v. NextEra Energy Pipeline Holdings et al.)	Circuit Court of Choc-taw County, AL	Next Era Low-man, Washington County, AL HGA's involvement with the matter is limited to the contract with Next Era to provide engineering support and survey services for the construction project.	Plaintiffs allege that ponds on their respective properties experienced sedimentation during construction operations conducted by NextEra Energy Pipeline Holdings (Low-man), Inc. HGA is named as a co-defendant based on allegations of pre-construction surveying work.	Trial is set to begin on October 21, 2024. HGA currently believes its losses from this litigation will be limited to attorney fees required to investigate/respond to the matter and that no admission of fault will be required from HGA.
Alleged Negligence* *Incident is not related	Incident: N/A, no specific date for alleged issue	Richard K. Thompson and Leah B. Thompson	167796-B	26th Judicial District County, Bossier	Aethon - Sligo-Wiggins, Bossier Parish, LA Construction project	Plaintiffs allege that a small pond on their property sustained damage due to alleged sediment runoff during	Aethon is seeking to resolve the plaintiffs' complaints without involvement from HGA. Plaintiffs

Page Number 1 Of 3 Total pages

EXHIBIT F
PROJECT FUNDING PACKAGE

HGA

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
to the HGA division that would perform work resulting from this RFP.	Filed: 7/11/22			Parish, LA	conducted by Ibex Mid-stream, LLC, which is a related entity to Aethon Energy Operating, LLC (the owner of the project).	construction operations conducted by Aethon. HGA's involvement with the matter is limited to its contract with Aethon to provide support services, including surveys, for the construction project. Counsel for both Aethon and Ibex have confirmed that HGA should not have been named in this lawsuit as there was no defect in design or services rendered.	have granted HGA an indefinite extension of time to respond to the suit pending settlement discussions with Aethon. HGA believes that no admission of fault will be required from HGA.

Make as many copies of this sheet as necessary to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal.

Page Number 2 Of 3 Total pages

Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

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EXHIBIT F
PROJECT FUNDING PACKAGE

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

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Company Name ICF Incorporated, L.L.C.

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
Alleged non-compliance	Filed: 5/2010	United Environmental Group, Inc. and Stephen W. Klesic v. Underground Storage Tank Indemnification Board, et. al.	GD-09-008486	U.S. State Court, PA, Allegheny County	Consulting Services for Pennsylvania Tank Indemnification Board 901 North 7th Street, 3rd Floor Harrisburg, PA 17102	Suit alleging tort related to ICF's provision of support services to its client, Pennsylvania Tank Indemnification Board.	Closed – case dismissed. Dismissed: 4/2015
Alleged breach of contract	Filed: 2013	Herman and Austin James Associates, Inc. v. Steven J. Harman, Underground	3:13-CV-01118-UN4	U.S. Federal Court, PA	Consulting Services for Pennsylvania Tank Indemnification Board 901 North 7th Street,	Suit alleging violation of First Amendment rights related to contract non-renewal in the context of ICF's provision of support	Closed – Case dismissed by U.S. District Court and affirmed by U.S. Court of Appeals for Third Circuit. Dismissed: 2015

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EXHIBIT F
PROJECT FUNDING PACKAGE

ICF Incorporated, L.L.C.

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non- Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity- acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non- compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
		Storage Tank Indemnification Board, Youndt and ICF Incorporated, LLC			3rd Floor Harrisburg, PA 17102	services to its client, Pennsylvania Tank Indemnification Board.	
Alleged employment discrimination	Filed: 11/2013	Whitmore v. ICF Incorporated, LLC, et. al.	13-C-853	U.S. State Court, WV, Cabell County	N/A	Suit alleging employment discrimination by former employee	Closed – matter resolved. Settled: 6/2015

Make as many copies of this sheet as necessary to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

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EXHIBIT F
PROJECT FUNDING PACKAGE

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



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Company Name MB3 Inc., DBA Civix

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
None.							

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Page Number 1 Of 1 Total pages

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

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Company Name Ramboll Americas Engineering Solutions, Inc.

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
Negligence	Filed: May 28, 2019	Bergen County Utilities Authority v. O'Brien & Gere Engineers, Inc. (n/k/a Ramboll Americas Engineering Solutions, Inc.), Talon Drilling and Advanced Geological Services Engineering Solutions, Inc., et al.	Index No. BER-L-002766-19	Superior Court of NJ, Bergen County Law Division	Monitoring well installs, Ridgefield Borough, Bergen County, NJ	Plaintiff claimed that defendants were negligent in failing to properly investigate and detect gravity sewer line prior to drilling monitoring well, thereby causing sewer line to be punctured.	Settled and stipulation of discontinuance filed 7/1/2021.

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EXHIBIT F
PROJECT FUNDING PACKAGE

Ramboll Americas Engineering Solutions, Inc

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
Professional negligence	Filed: March 16, 2020	Onondaga County Water Authority v. DN Tanks, Inc., DYK Incorporated, O'Brien & Gere Engineers, Inc. (n/k/a Ramboll Americas Engineering Solutions, Inc.), and Ramboll US Corporation	002727/2020	NYS Supreme Court, Onondaga County	Terminal Reservoir System Project, Onondaga County Water Authority, 200 Northern Concourse, Syracuse, NY 13212	Plaintiff alleged that Ramboll was negligent in design of the Project.	Settled and stipulation of discontinuance filed 7/22/2022.
Professional negligence	Filed: April 21, 2021	Veit & Company, Inc. v. Shell Rock River Watershed District v. Natural Resource Technology and Ramboll Americas Engineering Solutions, Inc.	24-CV-21-617	State of Minnesota District Court, Third Judicial District, Freeborn County	Fountain Lake Restoration, Confined Disposal Facility Cells 2 & 3 Project	Plaintiff alleged that Ramboll was negligent in design causing slope failures and delays in the Project.	Settled and stipulation of discontinuance filed 1/25/2023.

Page Number 2 Of 6 Total pages

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EXHIBIT F
PROJECT FUNDING PACKAGE

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



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Company Name Ramboll Americas Engineering Solutions, Inc.

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
Professional negligence	Filed November 22, 2016	Sandra Scoville vs. Monroe County Water Authority and O'Brien & Gere Engineers, Inc. (n/k/a Ramboll Americas Engineering Solutions, Inc.), et al.	Index No. 8745/2016	NYS Supreme Court, Monroe County	Eastside Water Supply Project, Monroe County Water Authority, Monroe County, NY 475 Norris Dr., Rochester, NY 14610	Ramboll provided engineering design and consulting services to the Project. Plaintiff alleges professional negligence on the part of Ramboll (and other claims against other Defendants) resulting in diminution of real property value.	Settled and stipulation of discontinuance filed 9/10/2020.
Professional negligence	Filed August 1, 2017	Webster Golf Club, Inc. and B&C Golf, Inc. vs.	Index No. 15/12988	NYS Supreme Court,	Eastside Water Supply Project, Monroe County Water	Ramboll provided engineering design and consulting services to the Project.	Order on summary judgment motion, dismissing all claims against Ramboll,

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		Monroe County Water Authority and O'Brien & Gere Engineers, Inc. (n/k/a Ramboll Americas Engineering Solutions, Inc.)		Monroe County	Authority, Monroe County, NY 475 Norris Dr., Rochester, NY 14610	Plaintiff alleges professional negligence on the part of Ramboll (and other claims against other Defendants) resulting in diminution of real property value.	granted 3/29/2022.
Professional negligence	Filed July 12, 2018	City of Lock Haven v. Larson Design Group v. O'Brien & Gere Engineers, Inc. (n/k/a Ramboll Americas Engineering Solutions, Inc.) and Layne Christensen Company	423-2018	Court of Common Pleas of Clinton County, PA	Sewer Treatment Plant Upgrade, City of Lock Haven, PA 20 E Church St. Lock Haven, PA 17745	Plaintiff alleges plant performance issues are result of Ramboll design error(s).	Ongoing lawsuit

Violation of NYCRR & Environmental Conservation Law	Filed April 11, 2019	NYS Department of Environmental Conservation (NYS DEC) against Respondents Town of Colonie, Albany Water Board, O'Brien & Gere Engineers, Inc. (n/k/a Ramboll Americas Engineering Solutions, Inc.), and New Castle Paving, LLC	Case No. R4-2019-0604-35	None. Consent Order under jurisdiction of the NYS DEC.	Waterline Interconnection Project, Town of Colonie and Albany Water Board, 10 Enterprise Dr., Albany, NY 12204	Respondents' bulldozing activity disturbed habitat of protected butterfly species in the Albany Pine Bush Preserve.	Combined civil penalties of \$45,000 and \$9,000 restoration funding were paid in accordance with the NYS DEC Consent Order.
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EXHIBIT F
PROJECT FUNDING PACKAGE

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Company Name EAG Gulf Coast, LLC (EisnerAmper)

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
None.							

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EXHIBIT F
PROJECT FUNDING PACKAGE

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

"Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation."

Company Name Elite Business Strategies LLC

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
None							

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number 1 Of 1 Total pages

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 5 - Sub-contractor/Vendor List



SUB-CONTRACTOR/VENDOR LIST

Sub-Contractor/Vendor Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
ICF Incorporated, LLC	IT, program design, policy, planning	Lauren Nichols	804.200.1646		20%
Elite Business Strategies	Compliance & monitoring	Greg Raab	850.320.6108	DBE, MBE, WBE	5%
Ramboll	Environmental reviews	BJ Brooks	225.408.2698		10%
Civix	IT, compliance & monitoring	Ted Guillot	504.304.2500		15%
EAG Gulf Coast, LLC,	Disbursement, compliance & monitoring	Mark Staley	225.922.4600		5%

Please include sub-contractor/Vendor name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/Vendor will be performing. If sub-contractor/Vendor qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Form 6 - Public Entity Crime Form

Page 1 of 2

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

Lee County Board of County Commissioners

1. This sworn statement is submitted to Division of Procurement Management
(Print name of the public entity)

by Jack Hunt, Principal
(Print individual's name and title)

for Hunt, Guillot & Associates, LLC (HGA)
(Print name of entity submitting sworn statement)

whose business address is 603 E. Reynolds Drive, Ruston, LA 71270

(If applicable) its Federal Employer Identification Number (FEIN) is 72-1354146

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 6 - Public Entity Crime Form, Page 2

Page 2 of 2

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

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

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

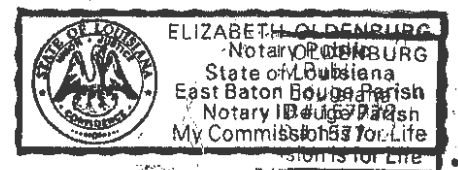
Jack Hunt
(Signature)

7/28/23
(Date)

STATE OF LouisianaCOUNTY OF East Baton Rouge Parish

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of July 2023 by Jack Hunt who has produced driver's license as identification.
(Type of Identification)

Elizabeth Oldenburg
(NOTARY PUBLIC)

My Commission Expires: Lifetime Commission

*Form 7: Debarment, Suspension, Ineligibility***Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion****CONSULTANT/CONTRACTOR/VENDOR Covered Transactions**

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, Hunt, Guillot & Associates, LLC (HGA) of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDORHunt, Guillot & Associates, LLC (HGA)By: 

Signature

Jack Hunt, Principal

Name and Title

603 E. Reynolds Drive

Street Address

Ruston, LA 71270

City, State, Zip

07/31/2023

Date

Form 7: Debarment, Suspension, Ineligibility

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion****CONSULTANT/CONTRACTOR/VENDOR Covered Transactions**

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, ICF Incorporated, L.L.C.
of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDORICF Incorporated, L.L.C.By: Cara M. Small
SignatureCara M. Small, Senior Contracts Manager

Name and Title

1902 Reston Metro Plaza

Street Address

Reston, VA 20190

City, State, Zip

7/11/2023

Date

Form 7: Debarment, Suspension, Ineligibility

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion****CONSULTANT/CONTRACTOR/VENDOR Covered Transactions**

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, MB3 Inc., DBA Civix of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDORMB3 Inc., DBA CivixBy: 

Signature

Angele C. Romig, President
Name and Title3300 West Esplanade Avenue, Ste. 400
Street AddressMetairie, LA 70002
City, State, ZipJuly 7, 2023
Date

*Form 7: Debarment, Suspension, Ineligibility***Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion****CONSULTANT/CONTRACTOR/VENDOR Covered Transactions**

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, Ramboll Americas Engineering Solutions, Inc. of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDORRamboll Americas Engineering Solutions, Inc.By: 

Signature

Russell Kemp, South Region Chief Operating Officer

Name and Title

1600 Parkwood Circle, Suite 310

Street Address

Atlanta, GA 30339

City, State, Zip

12 July 2023

Date

*Form 7: Debarment, Suspension, Ineligibility***Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion****CONSULTANT/CONTRACTOR/VENDOR Covered Transactions**

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, EAG Gulf Coast, LLC
of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOREAG Gulf Coast, LLCBy: Jennifer Butler
SignatureJennifer Butler, Partner

Name and Title

8550 United Plaza Blvd, Ste. 1001

Street Address

Baton Rouge, LA 70809

City, State, Zip

7/12/23

Date

Form 7: Debarment, Suspension, Ineligibility

	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion	
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CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, Elite Business Strategies LLC of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDORElite Business Strategies LLCBy: 

Signature

Princess Ousley, President and CEO

Name and Title

504 A Capitol Circle SE

Street Address

Tallahassee, FL 32301

City, State, Zip

7/11/2023

Date

*Form 8: Immigration Law Affidavit Certification***Immigration Law Affidavit Certification**

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Lee County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.

Vendors / Bidders are required to enroll in the E-Verify program. Vendors are required to provide the Lee County Procurement Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. (Please provide proof of E-verify Account)

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 8 Continued: Immigration Law Affidavit Certification

Attachment: Immigration Law Affidavit Certification

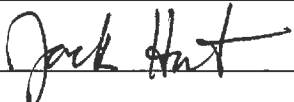
Solicitation # and Title: RFP230391BAG CDBG-DR Program Management and Implementation Staff Augmentation

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Hunt, Guillot & Associates, LLC (HGA)
 Print Name Jack Hunt Title Principal
 Signature  Date 7/28/23

State of Louisiana

County of East Baton Rouge Parish

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of July 2023, by Jack Hunt
who has produced

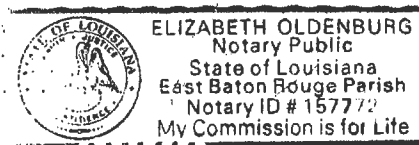
(Print or Type Name)

Driver's License # 007153636 as identification.
 (Type of Identification and Number)


 Notary Public Signature

Elizabeth Oldenburg
 Printed Name of Notary Public

Lifetime Commission
 Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

- ### Parameters:

- Search

Business Name

Hunt, Guillot & Associates

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Select State(s)

Account Status

Open

Items per page

10

SEARCH

RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
HUNT, GUILLOT & ASSOCIATES LLC		Open	08/30/2017		100 to 499	11	AL, LA, NY, TX

Showing 1 to 1 of 1 entries. [CSV](#)

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT

EXHIBIT F
PROJECT FUNDING PACKAGE



GREATER ORLANDO
AVIATION AUTHORITY



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

ELITE BUSINESS STRATEGIES, LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

624230- Disaster Relief Services

541611-Administrative Management and General Management Consulting Services

6/30/2016

DATE

By: **G. LATANYA RAFFINGTON**, Interim MWSDBE Administrator
City of Tallahassee MWSDBE Office



JACKSONVILLE
TRANSPORTATION
AUTHORITY



State of Florida

Woman & Minority Business Certification

Elite Business Strategies, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
12/28/2021 to 12/28/2023



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Sealed Proposal Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP230391BAG
SOLICITATION TITLE:	CDBG-DR Program Management and Implementation Staff Augmentation
DATE DUE:	Monday, July 31, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

EXHIBIT F
PROJECT FUNDING PACKAGE

DRAFT CONTRACT & TASK ORDER

**EXHIBIT F
PROJECT FUNDING PACKAGE**

[Solicitation Number]
[Project / Contract Name]
[Vendor/Contractor Name]

E1 Contract # _____
Board Approval Date: _____

AGREEMENT FOR INSERT NAME OF PRODUCT/SERVICE/PROJECT

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and INSERT NAME, a Florida corporation authorized to do business in the State of Florida, whose address is INSERT VENDOR ADDRESS, and whose federal tax identification number is INSERT VENDOR FEID, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase INSERT DESCRIPTION OF PRODUCTS AND SERVICES from the Vendor in connection with "INSERT PROJECT NAME" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. INSERT SOLICITATION # on INSERT ADVERTISEMENT DATE (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of INSERT DOCUMENT TYPE on INSERT DATE DOCUMENT WAS SIGNED BY PROCUREMENT; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement [OR INSERT TERM

OF CONTRACT AND ANY RENEWAL TERMS]. The effective date shall be _____.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Exhibit B, Delivery/Project Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that

EXHIBIT F
PROJECT FUNDING PACKAGE

the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit C) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit D Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit D. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

EXHIBIT F
PROJECT FUNDING PACKAGE

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit E.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within ____ days.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence

of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit C) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third-party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.
- D. For ____ year(s) from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than ____ year(s), this warranty shall be extended to that longer duration.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral

EXHIBIT F
PROJECT FUNDING PACKAGE

or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days,

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then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 Email: _____

County's Representative

Names:	Dave Harner	Mary Tucker
Titles:	County Manager	Procurement Management Director
Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 485-2262	(239) 485-8383
Email:	dharner@leegov.com	mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

VENDOR NAME

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____

DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

[Check the Exhibit title on the previous page to be sure it matches the title stated in the main body of the contract.]

[Insert Listing of Products and Services and ensure that all relevant details from the solicitation (if applicable) are included here.]

EXHIBIT B
DELIVERY/PROJECT SCHEDULE

[Only include this section if there is a detailed project schedule. Otherwise, incorporate information into Exhibit A and Exhibit B becomes the Fee Schedule.]

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
INSURANCE REQUIREMENTS

[Copy and paste the insurance requirements from the solicitation here.]

EXHIBIT E

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: _____

Signature

STATE OF _____
COUNTY OF _____

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____.

Type of Identification

[Stamp/seal required]

Signature, Notary Public



Vendor Name		Vendor Contact Phone	
Vendor Contact Name		Vendor Contact Email	
Contract Name			
Solicitation (RFP) #		Task Order Number	
Contract Number		Total Task Amount (NTE)	
Lee County Contract Manager		Effective Date	
Expiration		Account Number	

Task Order Overview/Summary:

--

Attachments	Scope <input type="checkbox"/>	Pricing <input type="checkbox"/>
Length of time authorized for this task (in calendar days)		

 Vendor Signature

 Vendor Printed Name

 Date

 Lee County Authorized Approval

 Printed Name

 Date



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: July 14, 2023

Solicitation No.: RFP230391BAG

Solicitation Name: CDBG-DR Program Management and Implementation Staff Augmentation

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. BID SCHEDULE:

The Bid Schedule has been updated and a new Bid Schedule has been uploaded to the project Download Documents section on the Lee County Procurement website.

Please ensure that your firm has downloaded the Bid Schedule successfully. Any firm having compatibility issues or difficulty downloading the Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience.

Do not wait until submission day to download! Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt or download of documents.

Bidders MUST use the new Bid Schedule Excel form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

2. ADDITIONS/CLARIFICATIONS

a. Page 20, Section 11

11. PERFORMANCE REQUIREMENTS

1.1 Performance requirements shall be negotiated as part of the contract to adhere to Grant requirements ([FR-6393-N-01](#) Section IV.B. Procurement Section 2).

b. Page 35, Section 3.6

3.6.3 **Pricing for Software:** The system of record will be used for all programs under this contract as well as the individual housing programs. The County estimates a total of 75 licenses will be needed at any time, including County staff, the Vendor's staff, and staff assigned under the County's CDBG-DR Individual Housing Programs contract (currently advertised RFP230432BAG). Applications will be unlimited. Proposers should submit a flat-rate fee for contract years 1-3 to include full system implementation, training, licensing, hosting, software updates, and technical support. This flat rate will include at least 75 licenses. Firms may also submit a cost per license for anything beyond 75. Flat rates for years 4, 5, and 6 must include licensing, hosting, software updates, and technical support.

3. ATTACHMENTS

a. Page 50, Table of Contents

b. CDBG-DR Draft Unmet Needs Assessment 05/30/2023

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4. QUESTIONS/ANSWERS

1.	Item 21 on Page 8 of the RFP states “The use of sub-proposer/Vendor under this solicitation is not allowed without prior written authorization from the County representative.” Can the County confirm if vendors are permitted to list subconsultants within their proposals, including subs that meet MWBE and Section 3 requirements?
Answer	Proposers are expected to list any/all subconsultants that may be utilized under this project on Page 64, Form 5- Subcontract/ Vendor List.
2.	Are both tabs of the pricing form required?
Answer	Bid Proposal Form Tab 1 is required and Tab 2 (Page 2 Remote Work Hourly Rates By Classification (See Page 31, Section 3.5 of Solicitation Package) - Optional, Unscored) is optional.
3.	Can vendors add staff positions or supplemental rates to the rate sheet?
Answer	Any additional staff positions or supplemental rates must be added to Tab 2 (Page 2 Remote Work Hourly Rates By Classification (See Page 31, Section 3.5 of Solicitation Package) - Optional, Unscored). Bid Proposal Form <u>Tab 1 must not to be modified or changed.</u>
4.	Will the scope of work under this agreement potentially include individual housing program implementation?
Answer	Housing Program Implementation is not included in this project’s scope of work and will be solicited separately.
5.	How should a vendor provide the cost for the information systems requested in item 3.6?
Answer	Please see updated Addendum 1 Bid Proposal Form.
6.	Is the current vendor for the County’s CDBG Action Plan eligible to bid on this RFP?
Answer	The County does not have a vendor preparing its CDBG-DR Action Plan; County staff is drafting the Plan. As the County’s incumbent vendor for Disaster Management Services, Hagerty Consulting was tasked to assist the County with some aspects of CDBG-DR by providing information needed for the Unmet Needs Assessment, Mitigation Needs Assessment, and the Fair Housing/Civil Rights Data/Advancing Equity sections of the Action Plan; and by performing a compliance review for the Financial Certification. The Task Order mentions technical assistance and DRGR support, but the County has not requested any work under these areas and will not be requesting anything related to these. Please see the answer to Question 23.
7.	General. Is it acceptable to provide a table of contents between the Cover Page and Tab 1 that is excluded from the 15-page limit?
Answer	Please see Page Section 1.1 & 1.2, as follows: <i>1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm’s responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.</i>

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	<i>1.2 Submittal package may not exceed 15 pages printed single-sided; page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.</i>
8.	RFP page 54. The deadline to submit questions about this RFP is eight (8) Calendar days prior to the submission deadline, which would be Sunday, July 23, before 5:00 p.m. This provides very little time for bidders to revise their proposals to reflect Lee County's answers to questions. Would Lee County consider setting an earlier deadline for submitting questions?
Answer	Questions received prior to deadline are answered as soon as possible or no later than 5 days prior to opening. If an addendum is published that significantly impacts the contents of proposals, the County may consider extending the submission deadline.
9.	RFP page 54. The deadline to submit questions about this RFP is eight (8) Calendar days prior to the submission deadline, which would be Sunday, July 23, before 5:00 p.m. When would Lee County's responses to these questions be released?
Answer	Questions received prior to deadline are answered as soon as possible or no later than 5 days prior to opening.
10.	RFP page 50. The list of required forms provided on this page lists Form #5, Affidavit Principal Place of Business, as required. However, no such form is provided in the RFP. Please provide the blank form or instructions for what bidders should submit to meet this requirement.
Answer	Please see updated table of contents attached herein.
11.	Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.
Answer	This is a new initiative and no previous vendors are providing these services.
12.	Can you please let us know the previous spending of this contract?
Answer	There is no previous spend related to this project as this is a new project with no past vendors or budget.
13.	Please confirm if we can get the proposals or pricing of the incumbent(s).
Answer	There is no previous spend related to this project as this is a new project with no past vendors or budget.
14.	Are there any pain points or issues with the current vendor(s)?
Answer	There is no past vendors related to this project.
15.	Please confirm the anticipated number of awards.
Answer	The County's intention is to award this to one (1) Vendor.
16.	Is there a virtual option for the prebid meeting on 7/14 @ 10a ET?
Answer	All meetings are held in person and recorded. Audio from pre-proposal meeting will be posted to website following the meeting.

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17.	Please provide details for virtual connection to the CDBG-DR Program Management and Implementation Staff Augmentation Pre-solicitation meeting on 7/14/2023 10:00 AM
Answer	All meetings are held in person and recorded. Audio from pre-proposal meeting will be posted to website following the meeting.
18.	The pricing sheet did not include a line item for the system of record, is the system expected to be priced separately or incorporated into the hourly rates?
Answer	Please see updated Addendum 1 Bid Proposal Form.
19.	Often, system costs are specifically tied to users, activities, or overall volume. Is the system of record anticipated to support additional programs not included in the RFP and if so, should the anticipated pricing for supporting these programs be included as part of this response or will that be added as an amendment as the needs arise.
Answer	Please see updated Addendum 1 Bid Proposal Form.
20.	Does Lee County want the System of Record (technology/grants management solution) used by the successful bidder to this RFP to be used for any single-family housing programs as well?
Answer	Yes.
21.	Can additional titles be added to the pricing form? Or would Lee County consider adding titles/rates for overall management, such as a Program Manager and Deputy Program Manager?
Answer	Any additional staff positions or supplemental rates must be added to Tab 2 (Page 2 Remote Work Hourly Rates By Classification (See Page 31, Section 3.5 of Solicitation Package) - Optional, Unscored). <u>Bid Proposal Form Tab 1 must not to be modified or changed.</u>
22.	Should the number of hours be edited in the pricing form to account for recommended staffing levels? Or leave as is for purposes of comparison?
Answer	Any additional staff positions or supplemental rates must be added to Tab 2 (Page 2 Remote Work Hourly Rates By Classification (See Page 31, Section 3.5 of Solicitation Package) - Optional, Unscored). <u>Bid Proposal Form Tab 1 must not to be modified or changed.</u>
23.	We understand the draft Action Plan will be posted for public comment on August 1, after the proposal deadline. Will anyone have access to any preliminary drafts or documentation related to the Action Plan prior to the proposal submission deadline? If so, will documentation/preliminary drafts be equally accessible to all potential bidders?
Answer	<p>The draft proposed Action Plan will be published as part of the Board's agenda packet on or about July 25th for the purpose of receiving their approval to post the document for public comment. Hagerty Consulting performed work to support the County in its Unmet Needs Assessment, Mitigation Needs Assessment, and the Fair Housing/Civil Rights Data/Advancing Equity sections of the Action Plan; and by performing a compliance review for the CDBG-DR Financial Certification.</p> <p>The Financial Certification is posted on the County's CDBG-DR webpage: https://www.leegov.com/recovery/cdbg-dr</p> <p>The draft sections of the Action Plan that were compiled by the County using information provided by Hagerty are attached as Exhibit b. These have not been shared with Hagerty prior to the posting of this Addendum 1.</p>

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	<p>The firm performing the Tier 1 environmental review, Tetra Tech, has not been provided with any documents. They will receive the draft Action Plan at the same time that it is published for public comment. The project will kick-off on August 4th.</p> <p>The draft Action Plan has not been shared with any vendors or consultants.</p>
24.	Can images and mock-ups of the System of Record be excluded from the 15-page limit and/or included as attachments?
Answer	<p>These can be included as an appendices in the back of submittal and will not be included in the page limit. Please see Page 51, Section 1.1, as follows:</p> <p>1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.</p>
25.	RFP Sections 3.12.1.3.2.3&.4 state that the environmental task will include updating Tier 1 Broad Review and developing Tier 2 Site-Specific Checklists. These appear to duplicate the services identified in the Tier 1 Broad Review RFP that the County recently released. Can the County confirm that these services will be needed under this contract?
Answer	Through a competitive quotation process, the County engaged Tetra Tech to perform a county-wide Broad-Level Tier 1 Environmental Review for housing, infrastructure, and mitigation projects in parallel with the creation and approval process of our initial Action Plan. All other environmental reviews required by HUD (including any updates to the broad-level review and Tier 2 site-specific environmental reviews) are part of this RFP.
26.	Can the County please confirm that costs to publish the public notices identified in RFP Section 3.12.1 & 3.2.8 will be incurred directly by the County?
Answer	Yes, these costs will be incurred directly by the County.
27.	RFP Section 3.12.1.3.2 specifically identifies the contract is to complete Tier 2 Site-Specific Checklists. Can the County please confirm that the contract will not require producing additional HUD environmental review records such as CESTs and EAs for individual projects (e.g., infrastructure or multifamily)?
Answer	The awarded vendor will be responsible for environmental review compliance for CDBG-DR activities as needed and as negotiated under relevant Task Orders. A county-wide Broad-Level Tier 1 Environmental Review for housing, infrastructure, and mitigation projects will be completed under a separate contract in parallel with the creation and approval process of our initial Action Plan (see the answer to Question 25).
28.	Given the size and scope of work and RFP requirements, would the County consider increasing the page limit?
Answer	Not at this time.
29.	Will a Table of Contents count toward the page limit?

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Answer	No, Table of Contents and all required forms do not count towards page limit.
30.	Will there be a conference call option for the pre-proposal conference scheduled for Friday, July 14, in addition to the in-person attendance? While we plan to send a representative, it would be helpful if other members of our team could attend virtually.
Answer	All meetings are held in person and recorded. Audio from pre-proposal meeting will be posted to website following the meeting.
31.	There are no real instructions as to what to include in Tab 5, Price Scoring. We understand that the pricing should consist of Form 1a (RFP page 60) followed by a printed version of the required pricing spreadsheet provided as part of the RFP package. Should these be included as the sole content of Tab 5? Or should these be provided in Tab 6, with the other required forms? Because Form 1a is a required form, is it and the printed pricing that follows it excluded from the page limit, even if they are presented in Tab 5? Please clarify what is expected in Tab 5.
Answer	Tab 5 is the Bid Proposal Form 1a for evaluation purposes only.
32.	Would the consultant who is selected for this contract be precluded from serving the County on future engineering projects associated with this funding?
Answer	There are no exclusions from participating on future projects resulting from this project.
33.	Are there additional plans and specs that are different than what is attached to the RFP?
Answer	There are no current plans or specs available for this project.
34.	Will the County please confirm whether personnel are required to have a Level 1 or Level 2 background screening in alignment with the requirements of 6.1.3?
Answer	Background checks are not required, but this section was included to put vendors on notice that if the County finds a need for checks to be conducted, the cost would be at the Vendor's expense. Background checks, including the appropriate level, would be negotiated as part of a Task Order if required.
35.	In alignment with 22.1.3, is it the County's intention to make a single or multiple awards from this procurement?
Answer	The County's intention is to award this to one (1) Vendor.
36.	In alignment with the bid schedule, will the County please confirm the intent to leverage both onsite and offsite rates for this contract? Will the County please confirm that the Bid-Proposal Form (tab 1) should provide the onsite rates?
Answer	Tab 1 is for onsite rates, and these are the only rates that will be scored. Under Tab 3, proposers are asked to highlight how their firm controls costs. The County recognizes that some firms may suggest offsite/remote work for some positions as part of a cost-savings strategy. The Evaluation Committee will consider any proposed offsite rates as part of the proposer's overall project approach, and the rates may be used for contract and Task Order negotiations.
37.	We conduct background checks for employees. In alignment with Section 3, is there a maximum period prior to Contract execution that the County will accept background checks (e.g., six months before contract execution, two years prior to contract execution, etc.)?
Answer	If the County requires background checks under a particular Task Order, the County will accept background checks that are six months old or newer if the employee has not left the Vendor's employment.

EXHIBIT F
PROJECT FUNDING PACKAGE

38.	Specific to 3.12.1.6.1, does the County plan on implementing any programs directly under this contract? Or will all programs be implemented through subrecipients?
Answer	The County currently intends for public services activities under this contract to be conducted by sub-recipients.
39.	Specific to Section 3.3, how does the County define Key Personnel? Are the individuals designed under Tab 4 as specific project management team members designated as key? Would Lee County accept language that provides the County the ability to recommend a rejection of key personnel, but not the ability to approve key personnel?
Answer	Key personnel are the primary staff members that are assigned to the County's contract as oversight or performing work. This includes the project management team from Tab 4. The County's intention is to avoid excessive turnover, and to avoid vendors changing out the project management team soon after contract award. Vendors are being evaluated partly on their teams and the County wants some assurance that the teams vendors propose will be dedicated to our contract. For this reason, the County will require approval before replacements of key personnel.
40.	As it applies to references, will the County confirm that they will accept references from projects that are ongoing?
Answer	This will be acceptable.
41.	Will the County please consider removing the requirement associated with current project engagements being included under Tab 1 to allow those to be combined with the requirement under Tab 2 to remove the redundancy between these sections?
Answer	Both are required. To provide clarity, the distinction is that the requirement in Tab 1 is all current engagements for similar CDBG-DR work and a description of your firm's capacity to take on the County's contract. Your answer should specifically address how your firm intends to manage the influx of work from the County's contract without spreading resources too thinly.
42.	Can the County elaborate on how these additional details will be reviewed and considered: Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.
Answer	All documents and details submitted within the proposer's package will be reviewed and scored by the evaluation committee members.
43.	<ul style="list-style-type: none"> Regarding the information system (3.6), does the County prefer to host the system or does the County prefer a managed platform?
Answer	The County prefers a managed platform.
44.	Will the County consider revising the Bid Proposal Form to allow for information system pricing to be provided separate from hourly rates?
Answer	Please see updated Addendum 1 Bid Proposal Form.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

EXHIBIT F
PROJECT FUNDING PACKAGE

A handwritten signature in black ink, reading "Brooke Green", is positioned above a horizontal line.

Brooke Green, CPPB

Grants Procurement Analyst

Direct Line: 239-533-8848

Lee County Procurement Management

EXHIBIT F
PROJECT FUNDING PACKAGE

LEE COUNTY DOCUMENT MANAGEMENT FORM

RFP230391BAG CDBG-DR Program Management and Implementation Staff Augmentation

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Sub-Contractor List	Required	
6	Public Entity Crime Form	Required	
7	<p style="text-align: center;">Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion</p> <p style="text-align: center;">NOTICE TO CONTRACTOR:</p> <p style="text-align: center;">This form shall be completed and submitted by each intended CONTRACTOR/SUB-CONTRACTOR performing services under this solicitation and its associated Agreement. Failure to provide this form by all required parties may result in non-award of Agreement to CONTRACTOR.</p> <p style="text-align: center;">CONTRACTOR shall ensure that any SUB-CONTRACTOR added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.</p>	Required	
8	<p style="text-align: center;">Immigration Law Affidavit Certification (E-Verify)</p> <p style="text-align: center;">(Provide evidence of E-Verify account)</p>	Required	
ADDITIONAL– REQUIRED DOCUMENTS			
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

I. UNMET NEEDS ASSESSMENT

A. OVERVIEW

Lee County completed a disaster impact and unmet needs assessment to identify the impacts, long-term needs, and priorities for more than \$1.1 billion of Community Development Block Grant-Disaster Recovery (CDBG-DR) funding allocated as a result of the 2022 Hurricane Ian event. The Federal Emergency Management Agency (FEMA) declaration number for this presidentially declared disaster is DR-4673. The United States (U.S.) Department of Housing and Urban Development (HUD) identified most impacted and distressed (MID) area for this grant is all of Lee County, Florida.



Figure 1 - The location of Lee County, FL. ¹

The needs assessment evaluates unmet needs related to housing, infrastructure, economic revitalization, planning, and mitigation. This assessment takes into consideration pre-disaster needs in addition to unmet recovery needs resulting from the Hurricane Ian event.

¹ Map created by Lee County using ArcGIS software.

1. HURRICANE IAN'S IMPACT TO LEE COUNTY

Hurricane Ian originated from a tropical wave off the coast of Western Africa and moved across the central tropical Atlantic towards the Windward Islands. On September 21, 2022, it progressed through the Caribbean Sea. The storm grew and on September 23, 2022, it was designated a tropical depression, located 130 miles east-northeast of Aruba tracking to hit western Cuba heading for Florida. Ian made landfall in the U.S. in southwestern Florida as a Category 4 storm. See the Hurricane Ian track shown in *Figure 2*.



Figure 2 - The best storm track of Hurricane Ian from Sept. 23 - 30, 2022. ²

Hurricane Ian made its initial U.S. landfall on the barrier island of Cayo Costa, in Lee County, Florida on September 28, 2022, at 3:05 p.m. Eastern Daylight Time (EDT). At the time of landfall in Lee County ("County"), the storm had been declared a major hurricane with an approximate wind speed of 150 miles per hour (MPH) and an estimated central pressure of 941 millibars (mb). Hurricane Ian produced a catastrophic storm surge in the County causing major flooding along

² https://www.nhc.noaa.gov/data/tcr/AL092022_Ian.pdf, page 41

the southwest coast of Florida, the barrier islands near Fort Myers, as well as rivers and bays such as the Caloosahatchee River, Estero Bay, and the Imperial River. Lee County is geographically vulnerable to storm surge. The exact track of Hurricane Ian, its strong sustained winds, and large storm size contributed to widespread devastating impacts. Ian moved northeast out of Lee County across Florida and back into the Atlantic where it veered north to South Carolina and eventually dissipated as a hurricane on October 1, 2022.

STORM SURGE

Peak storm surge inundation levels of 10 to 15 feet above ground level (AGL) occurred in Fort Myers Beach and Estero Island; 9 to 13 feet AGL occurred in the eastern portion of Sanibel Island; 8 to 12 feet AGL occurred in Estero, Bonita Beach and Bonita Springs; 6 to 9 feet AGL occurred in Pine Island, Cape Coral, and other communities along the mouth of the Caloosahatchee River; and 5 to 8 feet AGL occurred in Fort Myers.³ The range of storm surge levels throughout the Lee County area can be seen in *Figure 3*.

Fort Myers Beach and Estero experienced peak Hurricane Ian inundation levels of 10 to 15 ft AGL. A United States Geological Survey (USGS) water level sensor measured a wave-filtered water level of 12.70 ft above mean higher high water (MHHW) level at Fort Myers Beach Pier, which was the highest water level measurement from this network. Nearby, a remote camera mounted by storm chaser, Max Olson, captured the evolution of the storm surge event on Fort Myers Beach (see *Figure 4 images a through e*). The camera was located less than 0.5 miles to the east on Estero Boulevard relative to the USGS water level sensor. A timeline of images show (a) the onset of storm surge inundating the streets, (b) rapidly moving water carrying large floating debris, (c) a home in the view of the camera floating off its foundation with large waves crashing over it, (d) waves splashing over the camera, mounted approximately 12 ft above the road, and (e) receding waters revealing a barren landscape approximately 6.5 hours after the first image. These images show the destructive power of the storm surge and waves that occurred throughout the area.

³ https://www.nhc.noaa.gov/data/tcr/AL092022_Ian.pdf, page 9

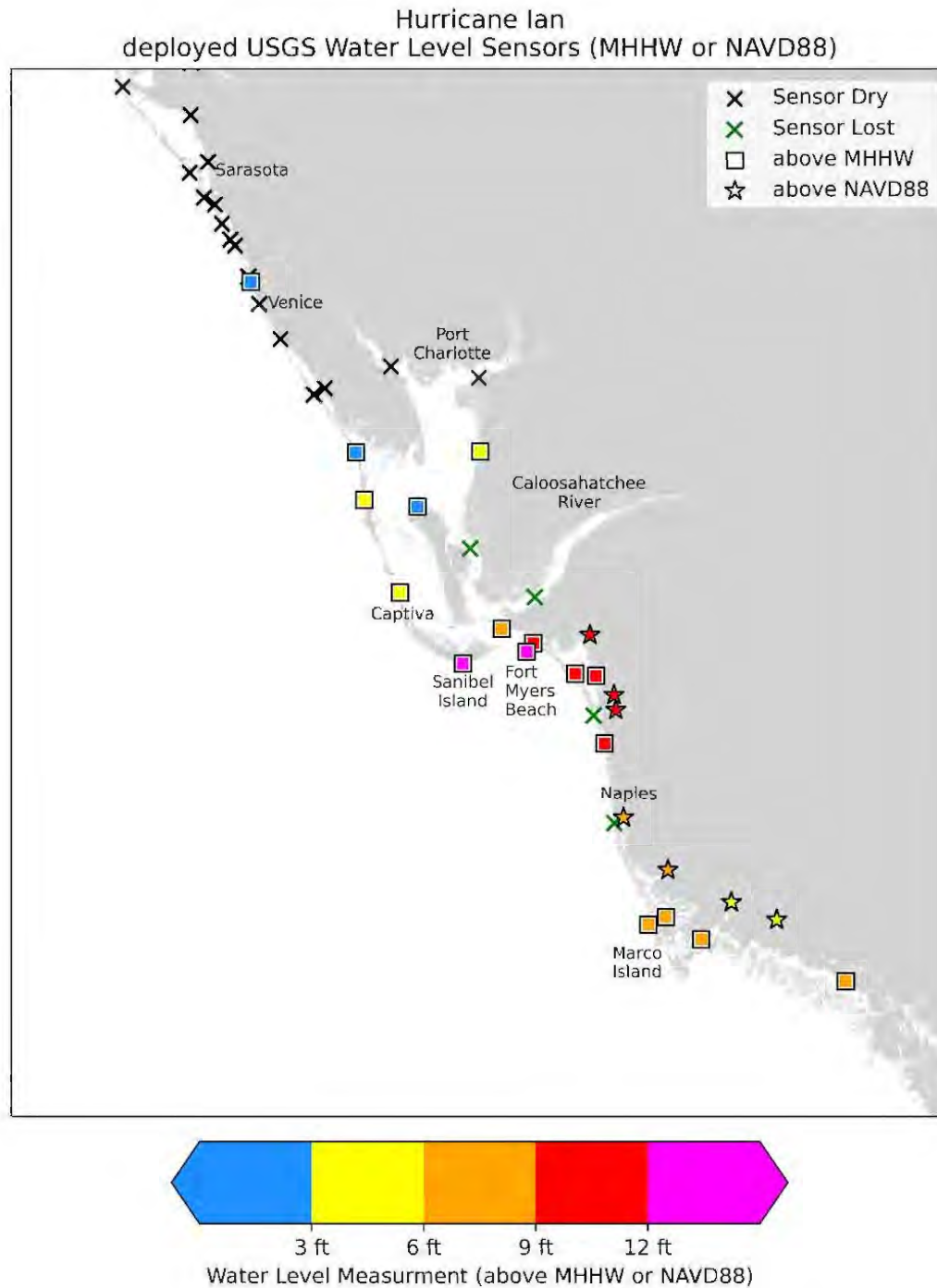


Figure 3 - Maximum wave filtered water level measurements from USGS water level sensors.⁴

⁴ https://www.nhc.noaa.gov/data/tcr/AL092022_Ian.pdf, page 48

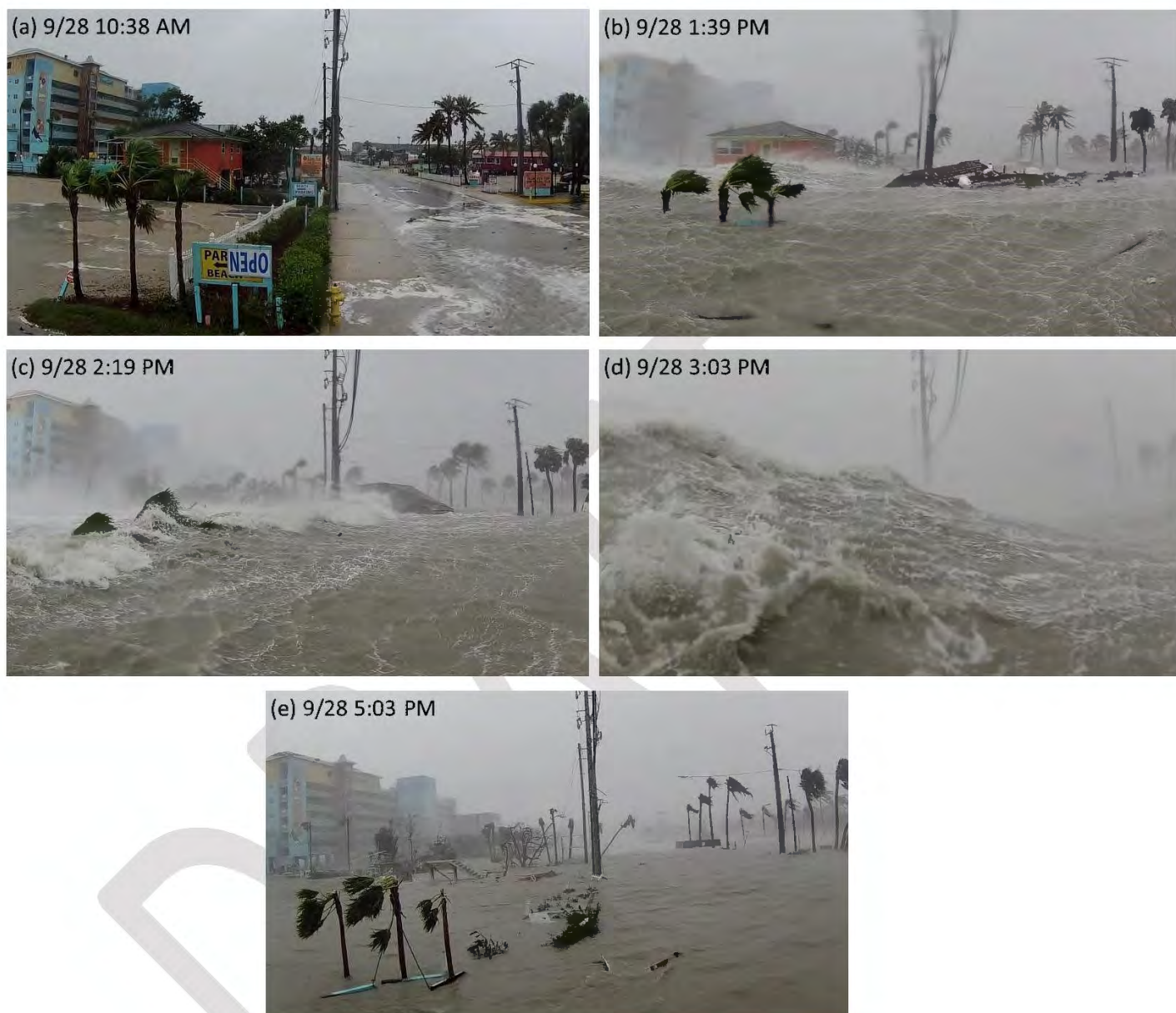


Figure 4 - (a - e)– Still images and approximate local times from a remote camera showing storm surge inundation in Fort Myers Beach.⁵

WIND IMPACTS

Hurricane Ian's path over Florida and sustained hurricane-force winds caused widespread power outages throughout southwest Florida. At 5:00 PM Eastern Daylight Time (EDT) on September 29, 2022, there were 2,624,701 customers without electricity (Figure 5). Southwest Florida's Electric Cooperative (LCEC), which provides electrical power to six counties in southwest

⁵ https://www.nhc.noaa.gov/data/tcr/AL092022_ian.pdf and image credit: Max Olson, page 51

Florida including Lee County, reported that over 90 percent of customers in its service area were without power.⁶ Power outages lasted sixteen days; Sanibel Island, the final area without power service, was restored on October 14, 2023.

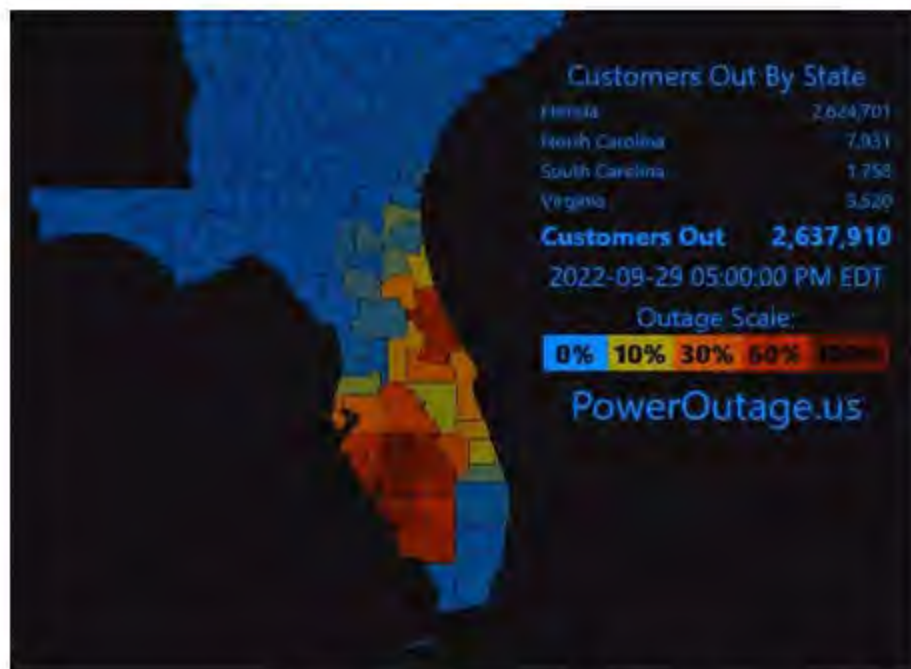


Figure 5 - Power outage map for Florida on September 29, 2022.⁷

The wind impacts also caused roof, building, and infrastructure damage to homes, businesses, and public facilities across the County, compounding to the damage caused by the historic storm surge. Ian's impact required massive debris removal efforts. As of June 28, 2023, unincorporated Lee County alone had collected 6.38 million cubic yards of debris as a result of the hurricane-force winds and storm surge.⁸

2. PRESIDENTIAL DECLARATION

On September 29, 2022, less than 24 hours after landfall, Presidential Declaration DR-4673 was signed for the state of Florida due to the catastrophic impacts of Hurricane Ian. The incident period spanned from September 23, 2022, to November 4, 2022. Figure 6 shows that Hurricane Ian-related U.S. Federal Emergency Management Agency (FEMA) assistance was made available to all 67 counties in Florida, demonstrating the massive direct and indirect scope and impact of

⁶ <https://www.lcec.net/widespread-power-outages-damage-assessment-today>

⁷ https://www.nhc.noaa.gov/data/tcr/AL092022_Ian.pdf page 60, and <https://poweroutage.us/>

⁸ <https://ianprogress.leegov.com/pages/debris>

Version: Original
May 30, 2023

lan. Due to the major impacts in the County, assistance from both FEMA Individual Assistance (IA) and Public Assistance (PA) Programs were available to individuals and eligible entities in Lee County.⁹

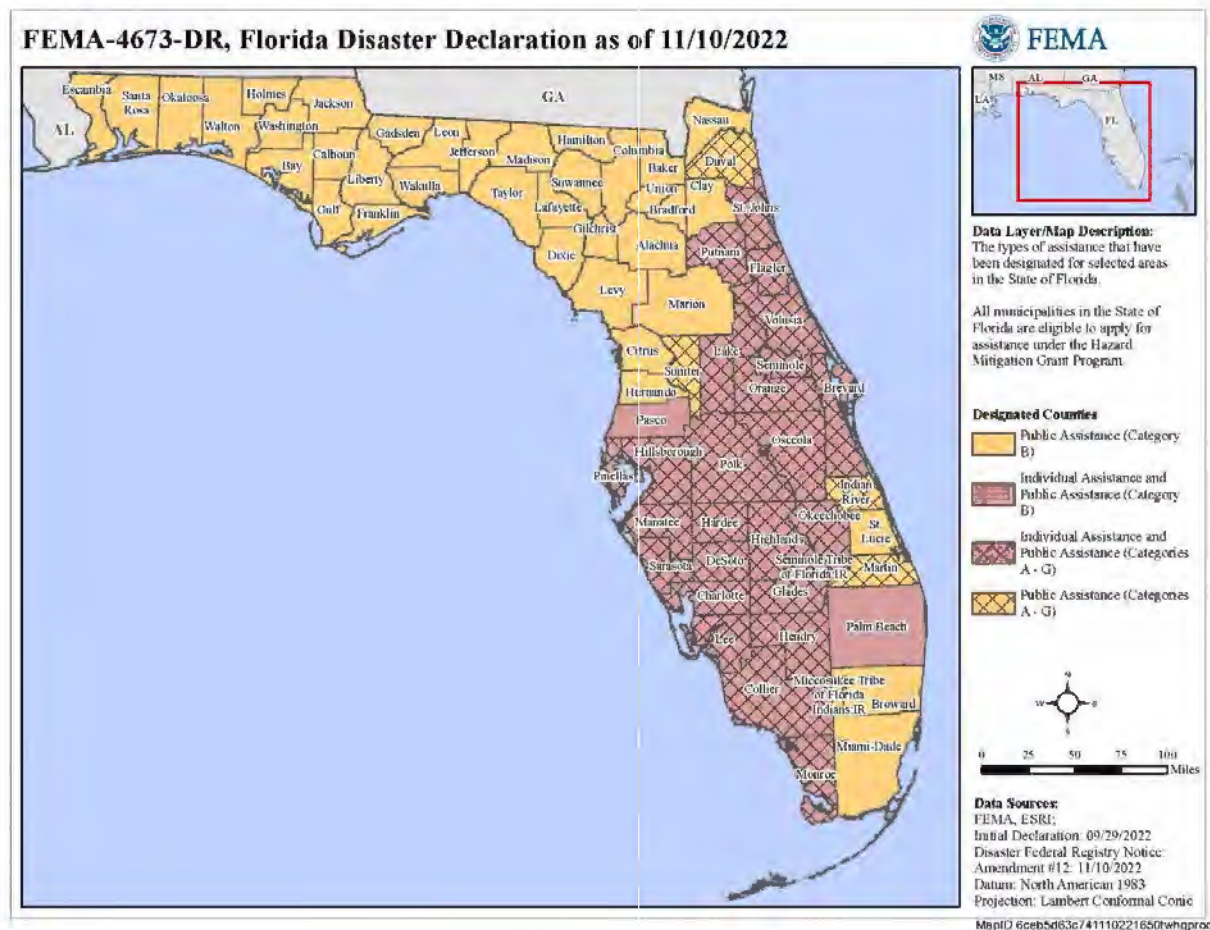


Figure 6 - Designated Counties for Presidential Disaster Declaration 4673.¹⁰

⁹ <https://www.fema.gov/disaster/4673/designated-areas>

¹⁰ https://gis.fema.gov/maps/dec_4673.pdf

3. BACKGROUND, PROCESS, AND SUMMARY OF IMPACT AND UNMET NEEDS

The Federal Register Notice issued by HUD on May 18, 2023, at 88 FR 32046 will be referred to in this section as the May 18 Notice.

Unmet needs are calculated for each of the HUD defined sectors (housing, infrastructure, and economic revitalization) based on guidance provided by HUD in its [Federal Register Notice published on May 18, 2023 \("May 18 Notice"\)](#). The

County followed the Federal Register Notice guidance, pages 32058 to 32059 that described how to complete an unmet needs assessment including data sources, methodological processes, and how to specifically calculate unmet needs for each sector.

HUD defines "unmet needs" as resources necessary to recover from a disaster that are not likely to be addressed by other sources of funds, by accounting for the various forms of assistance available to, or likely to be available to, affected communities (e.g., FEMA PA funds) and individuals (e.g., estimated homeowner's insurance) and use the most recent available data to estimate the portion of need unlikely to be addressed by insurance proceeds, other Federal assistance, or any other funding sources. Any remaining need, after accounting for all support, represents the overall unmet need. The results of the unmet needs assessment are used to determine a baseline of unmet needs by category and then used as the basis for the creation of recovery programs. The County's current unmet needs across HUD's defined sector categories (housing, infrastructure, and economic revitalization) are detailed in the following sections:

II.B. Housing Unmet Needs

II.C. Infrastructure Unmet Needs

II.D. Economic Revitalization Unmet Needs

OVERVIEW OF DATA USED

Data sources utilized in the assessment are listed in this table and more fully described in the following pages.

Table 1 - Data Sources Utilized in the Assessment.

Data	Source
Hurricane Impacts and Weather Data	National Oceanic and Atmospheric Administration (NOAA), National Weather Service (NWS)
Presidential Disaster Declaration Areas	FEMA
Most Impacted and Distressed Area	HUD
Housing Impact Data	FEMA Individual Assistance, Small Business Administration (SBA), National Flood Insurance

	Program (NFIP), Lee County Housing Authority, Housing Authority of the City of Fort Myers, Lee County Property Appraiser
Infrastructure Data	Florida Division of Emergency Management (FDEM), FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), Federal Highway Administration (FHWA), Lee County Recovery Task Force (RTF)
Socioeconomic and Demographic Data	U.S. Census Bureau (Decennial Census and American Community Survey), The Vulnerability Mapping Analysis Platform (VMAP) Social Vulnerability Index (SoVI)
Low- and Moderate-Income Data	HUD
Homelessness, Unsheltered Populations Data	Lee County Continuum of Care, HUD Exchange Point-in-Time Counts
Mitigation Data	Lee County's Hazard Identification and Risk Assessment (HIRA) & Joint Local Mitigation Strategy (LMS) Plan (Lee County Public Safety), NOAA, United States Geological Survey (USGS), FEMA, NWS

SUMMARY OF UNMET NEEDS METHODOLOGY BY SECTOR

Housing

To calculate the Housing unmet needs, Lee County used FEMA IA, Lee County Property Appraiser, and National Flood Insurance Program (NFIP) data to identify damaged or destroyed units, calculated the value of housing losses, and tabulated against the assistance received. An increase of 30 percent⁷ of estimated value of housing losses in Lee County was included for resiliency to make newly constructed and rehabilitated housing more resilient to future disasters. Additional information regarding the methodology utilized to determine the housing unmet needs can be found in section *II.B Housing Unmet Needs*.

Infrastructure

Infrastructure impacts are estimated from the non-federal cost share of FEMA PA and HMGP projects, FHWA, and non-match projects submitted to the Lee County Recovery Task Force. An increase of 30 percent¹¹ of the total of all Lee County PA project costs was included to incorporate

¹¹ The 30 percent resilience investment is consistent with the approach that HUD took in 2013 when it allocated CDBG-DR funding to jurisdictions impacted by Superstorm Sandy. See the allocation methodology in HUD's Federal Register Notice issued November 18, 2013 (78 FR 69112).

resiliency measures to ensure repaired and newly constructed infrastructure is more resilient to future disasters. An additional 38 percent¹² Producer Price Index increase for building materials and supplies was incorporated to account for anticipated increases in the cost of building materials. Additional information regarding the methodology utilized to determine the infrastructure unmet needs can be found in section *II.C. Infrastructure Unmet Needs*.

Economic Revitalization

To calculate the economic revitalization unmet needs, Lee County used summarized SBA data using Total Verified Loss (estimate) for a subset of operational categories and accounted for an additional 30% in funding needed to support rebuilding to higher standards (resilience) and removed payments that had been made. Additional information regarding the methodology utilized to determine the Economic Revitalization Unmet Needs can be found in section *II.D Economic Revitalization Unmet Needs*.

Table 2 – Summary of estimated unmet needs and proposed allocation list the unmet need estimates by HUD category. It lists the proportion per category of the total estimate, the proposed HUD funding allocation per category, and proportion of HUD funding per program category.

Category	Unmet Need	Percent of Total Unmet Need
Housing	\$4,598,352,445	56.92%
Infrastructure	\$3,040,625,610	37.63%
Economic	\$440,320,907	5.45%
Total	\$8,079,298,962	100%

B. HOUSING UNMET NEED

The following section describes the losses and unmet needs related to Hurricane Ian's impact on housing in Lee County.

The unmet needs analysis identified a total housing unmet recovery need of \$4,598,352,445.

FEMA real property damage estimates indicate that there are approximately 18,473 (79.87%) owner-occupied units and 4,655 (20.13%) renter-occupied units that suffered major-high or severe damage. Insurance data indicates that there are an estimated 49.08% of homeowners without insurance. By adding the number renter and owner-occupied units, then dividing by the percent estimated to be uninsured, the County estimates that approximately 11,351 households may need some assistance to fully recover from Hurricane Ian. The County further

¹² Producer Price Index by Industry: Building Material and Supplies Dealers, April 2023, <https://fred.stlouisfed.org/series/PCU44414441>

estimates, based on the overall LMI population, that 41.78%, or 4,742, of these households may be income qualified for CDBG-DR programs.

Lee County will implement the following housing recovery projects to address the unmet housing need in Lee County:

- Single Family Housing Repair, Reconstruction, and Elevation
- Multi-Family and Rental Housing Repair, Rehabilitation, and Reconstruction
- New Construction of Affordable Housing Units
- Voluntary Residential Buyouts and Relocation Assistance
- Home Purchase Assistance (i.e., downpayment, closing cost, and mortgage buydown assistance)

The housing programs together will receive \$660,000,000 of the allocated CDBG-DR funds from HUD. This represents approximately 60 percent of the CDBG-DR unmet needs funds allocated to Lee County. Approximately 2,800 households will be provided assistance through the projects listed above. Housing created or preserved through CDBG-DR funds will be promoted to LMI populations through direct outreach and wide-spread marketing. Lee County encourages developers to provide the Lee County Continuum of Care first access to submit rental applications for new housing units. This direct referral process ensures that persons experiencing homelessness are prioritized for access to new affordable housing units.

LIMITATIONS OF DATA

A single data source does not provide sufficient accurate information, so multiple sources were used to understand the full extent of needs in Lee County following Hurricane Ian. It is important to note that the data in this assessment reflects the best available data as of July 2023, and it captures the needs at that point in time.

- **FEMA Individual Assistance (IA):** The FEMA IA Program is the primary source of data on impacted households and for calculating unmet housing recovery needs for CDBG-DR grantees. Following a disaster, homeowners and renters voluntarily register for FEMA IA. FEMA Verified Loss¹³ awards only aid with repair/replacement to restore the home to habitable conditions. FEMA IA data only reflects the cost to repair a home to habitable conditions and often underestimates need. However, the data available at the household level, including a range of income and real property damage estimates, allows for an analysis consistent with the unmet needs calculation outlined in the May 18 Notice.

¹³ <https://www.fema.gov/press-release/20230425/understanding-fema-verified-loss-0>

- **Small Business Administration (SBA):** The SBA disaster loan program is a recovery resource available to impacted households. The program provides loans for housing repairs and is primarily accessed by homeowners. SBA loan estimates are based on inspections, and often includes the full cost to restore a home.
- **Insurance Claims:** Lee County has requested household level insurance claim information for homeowner's insurance and National Flood Insurance Program (NFIP). Summarized NFIP claim data at the county level was available and has been used to estimate the average claim per household. The County utilized the June 16, 2023, insurance data made available by the Florida Office of Insurance Regulation (FOIR) for Lee County. FOIR didn't provide the direct incurred losses. Lee County has estimated the Direct Incurred Losses value by taking the total estimated insured losses for the State, then dividing by the open and closed paid claims to get an average paid claim. The average paid claim was then multiplied by the number of open and closed paid claims for Lee County.
- **American Community Survey:** The American Community Survey (ACS) is updated annually and is based on a sample of 3.5 million residents in the 50 states. ACS data was used to capture socioeconomic and demographic data. The ACS asks more comprehensive questions than the ten-year census with the goal of "providing current information to communities every year...for programs, economic development, emergency management, and understanding local issues and conditions."¹⁴
- **Vulnerability Mapping and Analysis Platform (VMAP):** VMAP is a system designed to streamline complex geospatial and statistical analysis for social, medical, and environmental vulnerability. VMAP implements current and historical methods for determining social vulnerability at various levels of geography for the entire nation. VMAP's Social Vulnerability Mapping Tool allows registered users to create tract level SoVI maps at the State, County, City, Congressional District, and Watershed level or regions otherwise defined by the user. Future versions of VMAP will allow users to apply a variety of social vulnerability models in addition to the SoVI model (CDC-SVI, Georgetown Model).¹⁵

¹⁴ <https://www.census.gov/programs-surveys/acs/about/acs-and-census.html#:~:text=The%20American%20Community%20Survey,-Conducted%20every%20month&text=Provides%20current%20information%20to%20communities,understanding%20local%20issues%20and%20conditions>

¹⁵ <https://www.vulnerabilitymap.org/>

- **HUD & Homelessness Data Exchange (HDX) Homeless Point-in-Time Count:** The Point-in-Time (PIT) Count is an annual count conducted by every Continuum of Care (CoC) in the County on one designated night in January. It accounts for the number of individuals housed in emergency shelters, transitional housing, Safe Havens, and those who are unsheltered. As the data only includes individuals sleeping outside and in shelters, it does not capture those experiencing homelessness who are sleeping in motels or staying with friends or relatives temporarily.¹⁶
- **HUD Low- and Moderate-Income Data (LMI):** This data is available on the HUD Exchange at the block group, tract, jurisdiction, and county levels. The HUD limits calculate the very low (50% of area median income) income limit, extremely low income, and low (80% of area median income)¹⁷ income limit for 1 person to 8 person families for every county and state in the United States. The limits are recalculated annually to determine eligibility for public housing, Section 8 vouchers, and disabilities and elderly programs.
- **Public Housing Damage:** Lee County requested damage and unmet needs information from the Housing Authority of the City of Fort Myers and Lee County Housing Authority. Other owners of HUD assisted housing units were contacted via email, but Lee County did not receive any responses with damage levels or unmet needs information.

1. DISASTER DAMAGE AND IMPACTS

Hurricane Ian destroyed over 9,900 homes in Lee County and at least 13,000 units suffered serious damage. This unprecedented level of damage rendered a significant number of the County's housing uninhabitable post-storm, with an additional 24,000 units having suffered lesser levels of damage. At the same time, Ian made approximately 40 percent of the county's hotel/motel rooms uninhabitable as well. Addressing this extensive loss of housing units and options will be a focus for the County in its use of CDBG-DR funding.

HOUSING SITUATION IN LEE COUNTY

¹⁶ Agans, Robert P., Jefferson, Malcolm T., Bowling, James M., Zeng, Donglin, Yang, Jenny and Silverbush, Mark. "Enumerating the Hidden Homeless: Strategies to Estimate the Homeless Gone Missing From a Point-in-Time Count" Journal of Official Statistics, vol.30, no.2, 2014, pp.215-229. <https://doi.org/10.2478/jos-2014-0014>

¹⁷ For purposes of the CDBG program, low- and moderate-income is defined as total household income at or below 80% of Area Median Income (AMI) as defined by HUD. AMI is calculated yearly at the state level with each county and for certain metropolitan areas having defined income limits.

The 2020 Census profile for Lee County indicates an overall population of 760,822 individuals.¹⁸ Current U.S. Census Bureau data¹⁹ estimates an overall population of 822,453 individuals for 2022. The median household income is approximately \$66,256 and approximately 50.6 percent of the population is employed. There are approximately 20,054 businesses in the County and 416,332 housing units. Approximately 18.2 percent of the population speak Spanish at home and 173,161 individuals are of Hispanic or Latino ethnicity.

As stated in the 2019 to 2023 Consolidated Plan,²⁰ the County was in the midst of a severe affordable housing crisis prior to Hurricane Ian. Cost burden and lack of affordable housing were identified as the most critical housing issues faced by the County. At the time, more than 37,000 households had rent and other expenses exceeding 50 percent of the household income. Of these households, approximately 43 percent fell within the 0-30 percent AMI category.

The Lee County Continuum of Care identified significant need for affordable units for households with more than five members and for single person households. Modernizing the existing housing stock was also presented as a critical need. The County recognizes that housing cost burden is typically increased for those with lower income; the lower the income, the larger percentage of a household's income is allotted to housing costs.¹⁹

Beginning in March 2020, the COVID-19 pandemic had specific impacts on the County. A public survey found that, in addition to new healthcare, mental health, and public health problems associated with COVID-19, an overwhelming majority of the respondents stated they needed household assistance to pay for rent, utilities, food, and other bills due to reduced work hours or unemployment.

COVID-19 brought significant income losses and massive in-migration population boom to the County. Immediately following the start of the COVID-19 pandemic, the County experienced a slight downturn in tourism. This, however, quickly changed and the County experienced an influx of individuals, not only to visit, but to set up permanent residency. This resulted in a housing market unable to keep up with the demand. The County saw availability and costs of housing increase, leaving individuals struggling to find housing. Census data indicates that more than 14 percent of Lee County's population relocated to the county in the last year. An estimated 6.8 percent of the population moved into Lee County from another county, state, or country. Approximately 31 percent of the housing units in Lee County are occupied by a household that

¹⁸ <https://www.census.gov/quickfacts/leecountyflorida>

¹⁹ <https://www.census.gov/quickfacts/fact/table/leecountyflorida,US/PST045222>

²⁰ <https://www.leegov.com/dhs/Documents/Planning/Final%20Draft%20for%20Public%20Comment.pdf>

moved into Lee County in 2019 or later. More than 21 percent of these households are living in rental units, as opposed to just 8.7 percent in owner occupied housing units.

Unprecedented local growth paired with rising inflation across the nation, exacerbated the housing cost burden that many low-income families were already experiencing. As the community emerged from the pandemic and inflation continued to rise nation-wide, the economic impacts of households with incomes at or below 80 percent of the area median income were significant. In the past two years, Lee County jumped to the ninth fastest growing county in the U.S., creating significant strain on the already limited housing market.²¹

In January 2022, a tornado ripped through the County destroying 74 homes, with an additional 61 sustaining major damage, and 58 sustaining minor damage. One hundred more homes were impacted but were in livable condition. Just as replacement trailers were being installed at the Tropicana Mobile Home Park, Hurricane Ian made landfall in the County and these replacement housing units were destroyed. These catastrophic damages compounded an already fragile housing market in the County.

²¹ https://www.gulfshorebusiness.com/gb_daily/lee-among-10-fastest-growing-counties-in-the-u-s/

With the cascading impacts of tornadoes, COVID-19, and Hurricane Ian, housing needs in Lee County will continue to evolve in the coming years. *Figure 7* below shows the median house value in the County by census tract. Areas with the highest median house values are found along the Gulf coast on Sanibel Island, Fort Myers Beach, and Estero. The lowest median house values are found in northeast Cape Coral, northwest Pine Island, Fort Myers, and Lehigh Acres.

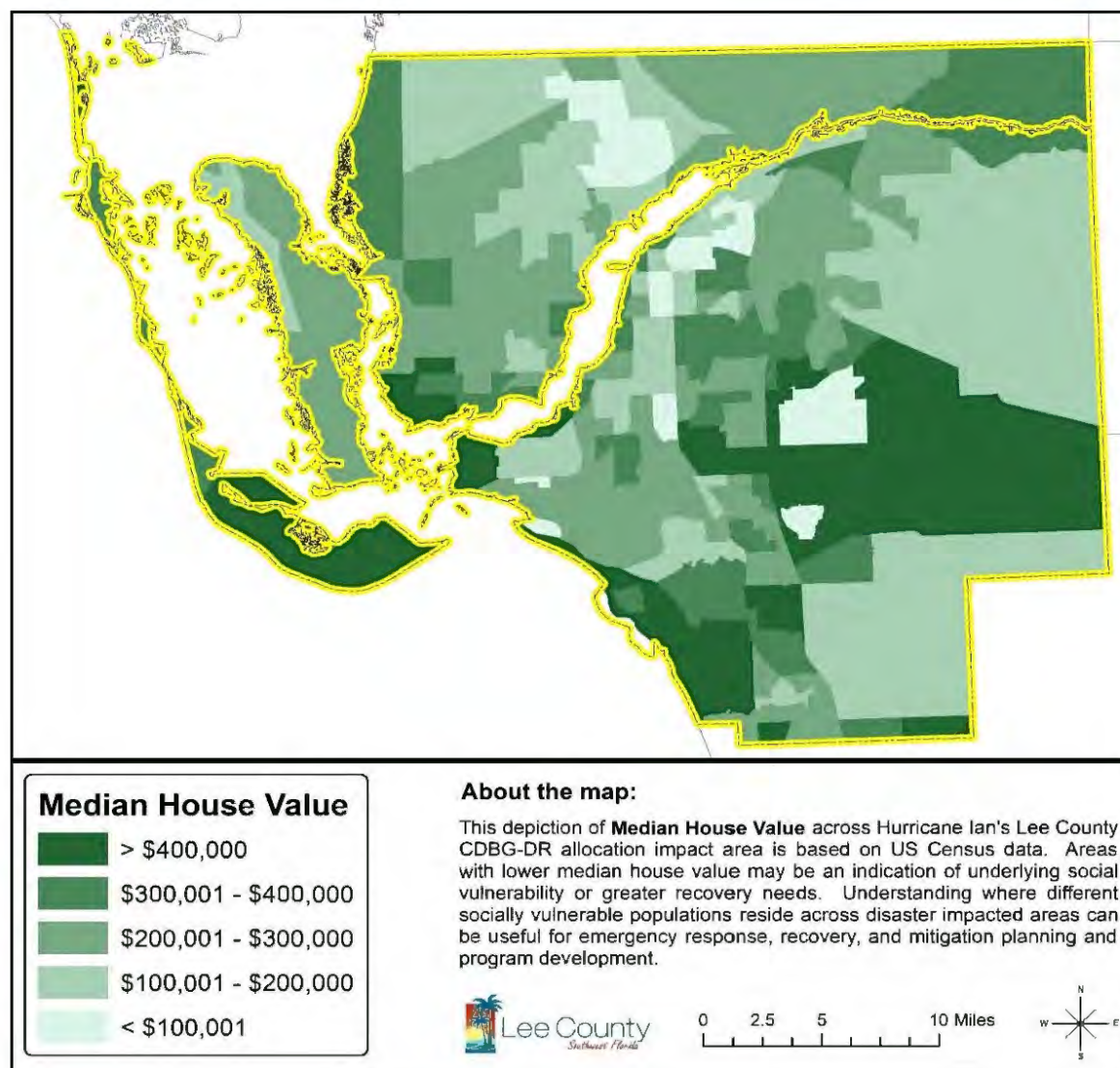


Figure 7 – A map of median house values in Lee County, FL. ²²

²² Map generated from Census ACS 2016-2020 table using tract level data for Lee County: [B25077 - Census Bureau Tables](#)

2. SINGLE FAMILY V. MULTI-FAMILY NEEDS (OWNER OCCUPIED V. TENANT)

Affordability

High housing costs can impact the amount of money households are able to save or use for essential and nonessential expenses. Recognizing the affordability issues for renters and owners within the County, Comprehensive Housing Affordability Strategy (CHAS) data has been analyzed to determine the extent of local affordability issues based on the best-available data while developing this assessment. Each year, the U.S. Department of Housing and Urban Development (HUD) receives custom tabulations of American Community Survey (ACS) data from the U.S. Census Bureau. CHAS data demonstrates the extent of housing problems and housing needs, particularly for low-income households.

Demonstrating the scale of households with high housing costs, *Table 4* provides an overview of the housing cost burden for owners and renters within Lee County. CHAS data defines cost burden as “the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is ‘select monthly owner costs,’ which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.”

Lee County renters experience cost burden at higher rates than owners. Approximately 25.01% of renters are paying more than 50% of their total household income toward rent, compared to only 10.17% of owners. Providing more affordable rental units through new construction may help to reduce the percent of renters who are severely cost burdened. Providing home purchase assistance may also assist to transition some renters to owners, which, as demonstrated in *Table 4*, tend to have lower overall housing cost burden.

Table 3 - The housing cost burden overview of owners and renters within Lee County.

Housing Cost Burden Overview	Owner	Renter	Total
Cost Burden ≤ 30%	149,810 (75.06%)	38,015 (49.77%)	187,825
Cost Burden >30% to ≤ 50%	26,220 (13.14%)	17,270 (22.61%)	43,490
Cost Burden > 50%	20,295 (10.17%)	19,100 (25.01%)	39,395
Cost Burden not available	3,270 (1.64%)	1,990 (2.61%)	5,260
Total	199,590	76,375	275,965

Source: Comprehensive Housing Affordability Strategy (CHAS) Data, 2015-2019 ACS 5-year estimates²³

Figure 8 and *Figure 9* provide illustrations of housing cost burdened and rent burdened populations by census tract. HUD and ACS data define housing cost burdened populations as

²³ https://www.huduser.gov/portal/datasets/cp.html#query_2006-2019

households spending more than 30 percent of their income on housing costs. Similarly, rent burdened populations are defined as renters that spend more than 30 percent of their income on rent costs. Areas with the highest percentage of cost burdened households include Fort Myers, North Fort Myers, Cape Coral, and Lehigh Acres. Areas with the highest percentage of rent burdened populations include Fort Myers, North Fort Myers, Cape Coral, Lehigh Acres, and Bonita Springs.

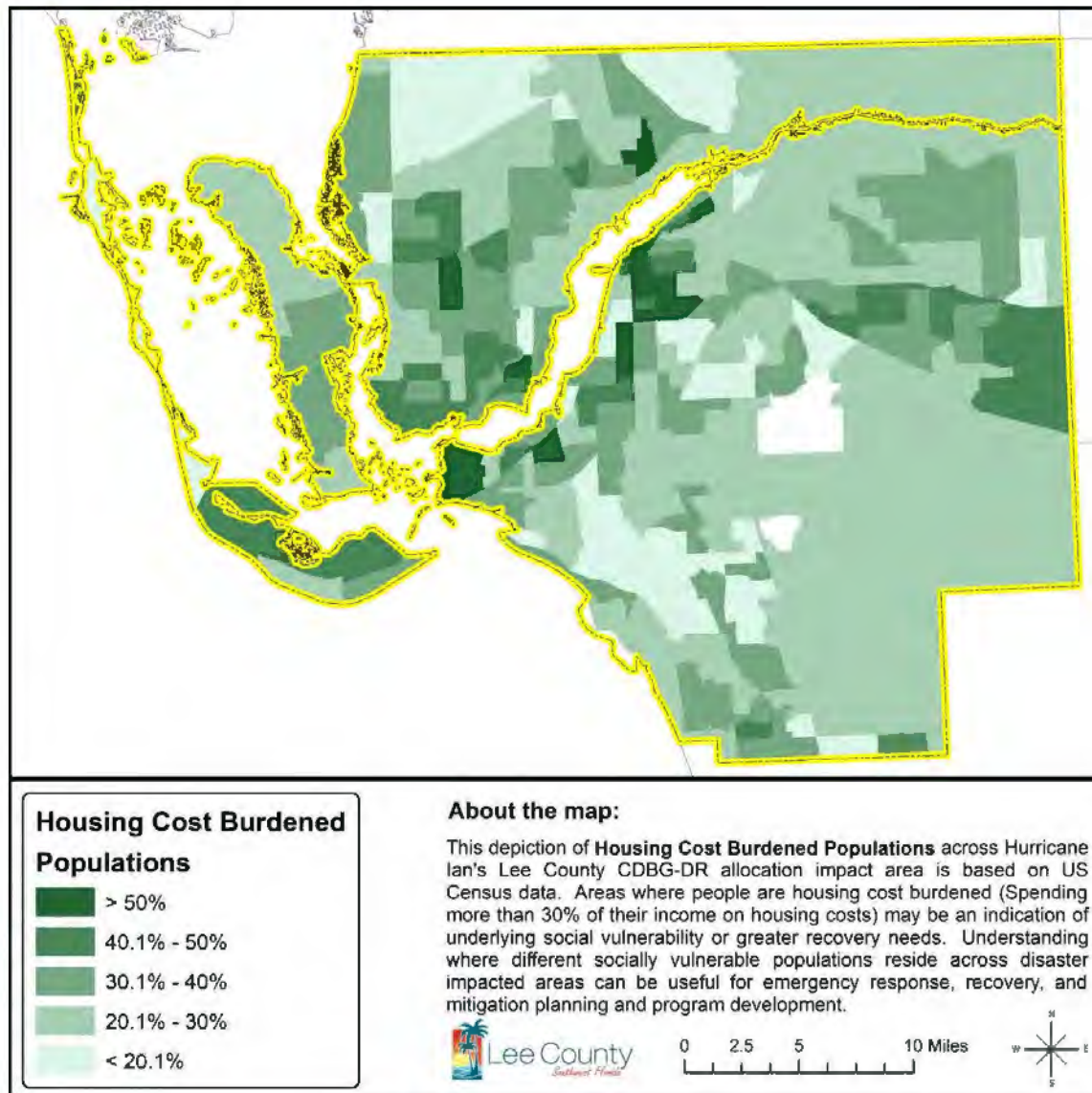


Figure 8 - A map of housing cost burdened populations within Lee County. ²⁴

²⁴ Map generated from Census ACS 2016-2020 table: [B25106: TENURE BY HOUSING COSTS AS ... - Census Bureau Tables](#) tract level data for Lee County

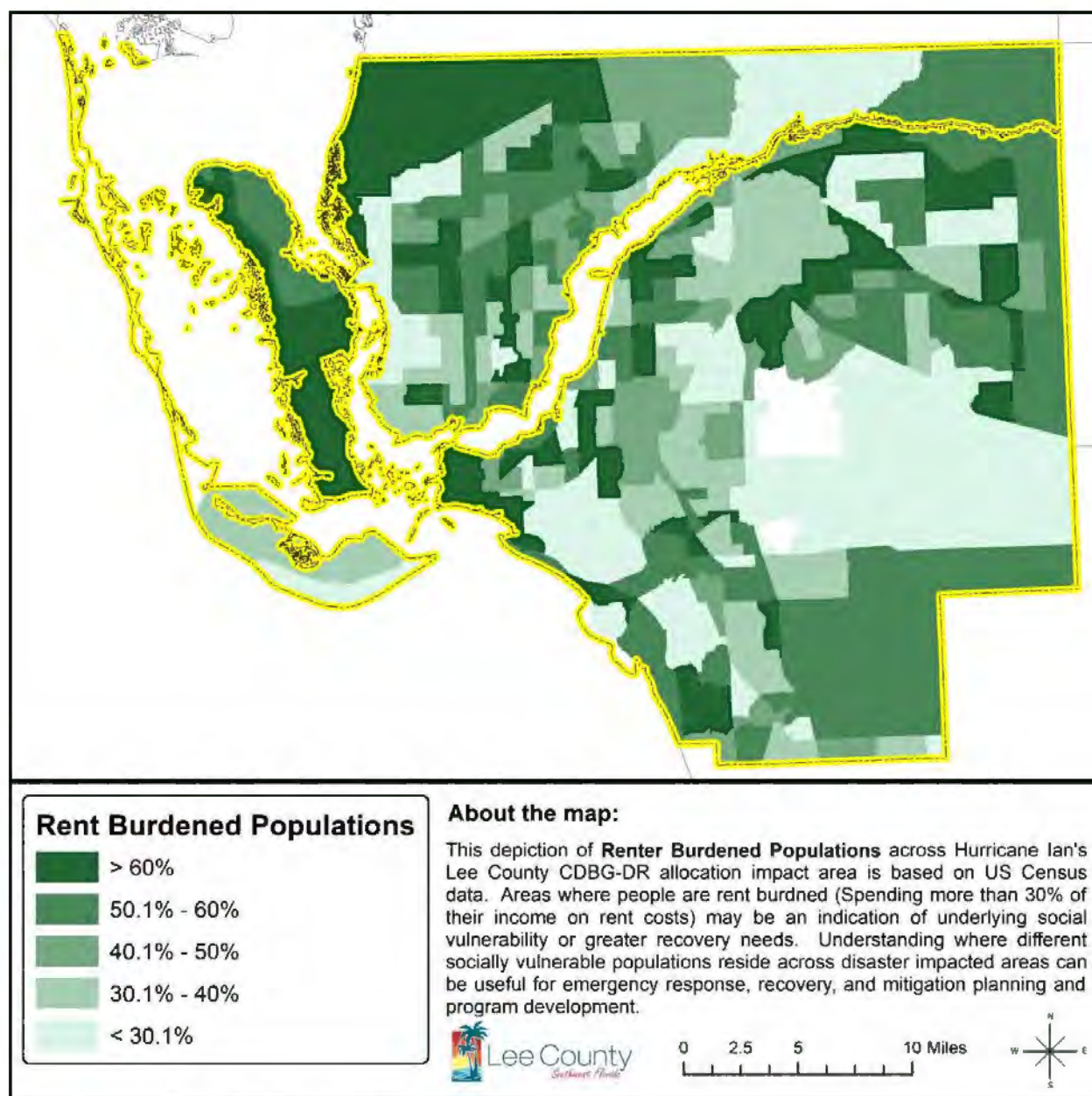


Figure 9 - A map of renter burdened populations within Lee County. ²⁵

Table 5 demonstrates the extent of affordability issues for renters within the County by providing a comparison of the 2023 HUD HOME Program Fair Market Rent values and real median rent calculated by the Regional Economic Research Institute at Florida Gulf Coast University to determine the real median rent as of Q2 2023.

²⁵ Map generated from Census ACS 2016-2020 table: [B25106: TENURE BY HOUSING COSTS AS ... - Census Bureau Tables](#) tract level data for Lee County

Median rent for a 2-bedroom unit is 57.8%, or \$840, more per month than the fair market rent value provided by HUD. A household of four with an income at 80% of the area median income would pay just over 40% of their income toward rent each month if paying the real median rental rate.

Table 4 – A 2023 HOME Fair Market Rent and Real Median Rent Comparison.

County	2023 HOME Program Fair Market Rent (2-bedroom) ²⁶	2023 Real Median Rent (2-bedroom) ²⁷	% Above HOME Fair Market Rent
Lee County	\$1,451	\$2,291	57.89%

Source: 2023 HOME Program Rents and Regional Economic Research Institute at Florida Gulf Coast University, 2023 Q2 Real Estate Report Southwest Florida.

Table 6 provides a 5-year overview of the per unit cost at the two public housing authorities in Lee County. Dating back to 2017 (Table 6 only covers a 5-year period), individuals with housing choice vouchers at both public housing authorities have seen these units become less affordable year after year due to annual increases in the per unit cost.²⁸ A cumulative comparison of all of the public housing authorities in Florida shows that the Housing Authority of Lee County has seen the fourth highest per unit cost percentage increase over a 5-year period (2018-2022) in the state. The 2023 per unit cost for the Lee County Housing Authority is currently \$891.36 and the 2023 per unit cost for the Housing Authority of the City of Fort Myers is \$829.46.²⁹

Table 5 – The housing choice voucher per unit cost (PUC) by year.

Public Housing Authority	2018	2019	2020	2021	2022	5-Year % Change PUC
Lee County Housing Authority	\$619.84	\$698.84	\$758.13	\$771.23	\$813.77	50.26%
Housing Authority of the City of Fort Myers	\$602.11	\$639.80	\$683.93	\$743.59	\$785.33	42.21%

²⁶ 2023 HOME Program Rents: https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_RentLimits_State_FL_2023.pdf

²⁷ Regional Economic Research Institute at Florida Gulf Coast University, 2023 Q2 Real Estate Report Southwest Florida: <https://www.fgcu.edu/cob/reri/files/rer/swfl-real-estate-2023q2.pdf>, page 38

²⁸ https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard

²⁹ https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard

Source: U.S. HUD Housing Choice Voucher (HCV) Data Dashboard, March 2023³⁰

In accordance with HUD guidance, the County defines affordable rent as the lesser of:

- The fair market rent for existing housing for comparable units in the area, as established by HUD under 24 CFR 888.111; or
- A rental that does not exceed 30 percent of the adjusted income of family whose annual income equals 65 percent of the Area Median Income (AMI), as determined by HUD, with adjustments for number of bedrooms in the unit. The HUD HOME Investment Partnerships Program rent limits will include average occupancy per unit and adjusted income assumptions.

Fair Market Rents are established by HUD each year for the Section 8 Program. For more information on the annual calculation of Fair Market Rents, visit the [Fair Market Rents](#) page.

Lee County will use the affordability standards outlined in the Resale and Recapture in section *IV.H Resale and Recapture*. Affordability restrictions will be enforced via deed restrictions, covenants, or other similar mechanisms and/or instruments.

Figure 10 shows the percentage of renters in Lee County by census tract. The greatest percentage of renters are concentrated near downtown Fort Myers, northeast Cape Coral, Lehigh Acres, and outside of Fort Myers Beach. The high concentration of renters in the floodplain near downtown Fort Myers and outside of Fort Myers Beach remain at risk for future flood and/or storm surge threats. Producing new, affordable units through the CDBG-DR program outside of the floodplain and ensuring that any newly constructed or rehabilitated housing units are properly elevated will provide lower risk and more affordable housing to both renters and owners. Adding affordability requirements will guarantee that rental and new owner-occupied housing remains affordable to residents of Lee County.

³⁰ https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard

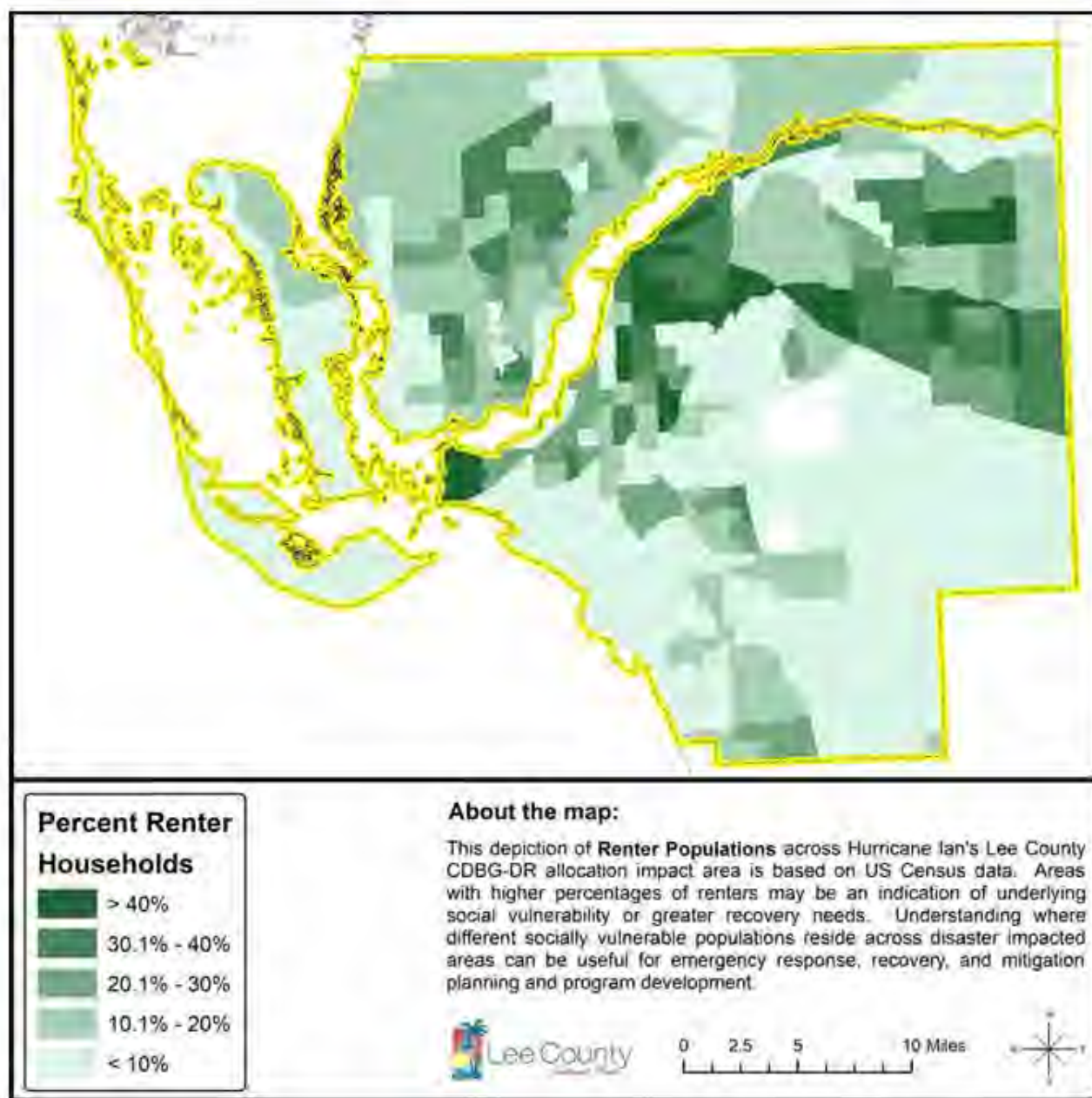


Figure 10 - The percent of renter households.³¹

a. FEMA Individual Assistance

The FEMA IA Program is the primary basis for establishing housing unmet recovery needs for CDBG-DR grantees. Due to the data limitations noted above, residents must voluntarily register with FEMA for assistance after a disaster, often leaving a gap between the true disaster impacts

³¹ Map generated from Census ACS 2016-2020 table

[https://data.census.gov/table?q=B25003&g=050XX00US12071\\$1400000&y=2020](https://data.census.gov/table?q=B25003&g=050XX00US12071$1400000&y=2020) tract level data for Lee County

and the households that register for assistance. Despite these limitations, FEMA IA remains the best data source for identifying individual and household disaster unmet needs for housing recovery. The following section provides an overview of the County's housing impacts as a result of Hurricane Ian. In Lee County, a total of 193,934 households registered for FEMA IA assistance, including 125,255 owner-occupied households and 68,679 rental households.³²

The May 18 Notice outlines the following damage categories by owner-occupied and rental units:

FEMA Inspected Owner Units

- **Minor-Low:** Less than \$3,000 of FEMA inspected real property damage.
- **Minor-High:** \$3,000 to \$7,999 of FEMA inspected real property damage.
- **Major-Low:** \$8,000 to \$14,999 of FEMA inspected real property damage and/or 1 to 3.9 feet of flooding on the first floor.
- **Major-High:** \$15,000 to \$28,800 of FEMA inspected real property damage and/or 4 to 5.9 feet of flooding on the first floor.
- **Severe:** Greater than \$28,800 of FEMA inspected real property damage or determined destroyed and/or 6 or more feet of flooding on the first floor.

FEMA Inspected Rental Units

- **Minor-Low:** Less than \$1,000 of FEMA inspected personal property damage.
- **Minor-High:** \$1,000 to \$1,999 of FEMA inspected personal property damage or determination of "Moderate" damage by the FEMA inspector.
- **Major-Low:** \$2,000 to \$3,499 of FEMA inspected personal property damage or 1 to 3.9 feet of flooding on the first floor or determination of "Major" damage by the FEMA inspector.
- **Major-High:** \$3,500 to \$7,500 of FEMA inspected personal property damage or 4 to 5.9 feet of flooding on the first floor.
- **Severe:** Greater than \$7,500 of FEMA inspected personal property damage or determined destroyed and/or 6 or more feet of flooding on the first floor or determination of "Destroyed" by the FEMA inspector.

The following tables (*Table 7, Table 8, Table 9, Table 10, and Table 11*) provide a breakdown of FEMA IA applicants by owner-occupied applicants, tenants, applicants by housing type, owner-occupied real property by HUD damage category, and rental units by HUD damage category.

³²<https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

The most impacted populations were owner-occupied (64.59 percent of total applicants) and single-family and duplex housing (66.26 percent of all units damaged).

Note: The maximum amount available to a household under the FEMA IA program for Hurricane Ian was \$37,900 and this amount varied based on the degree of damage or loss.

Owner-occupied units in Lee County were significantly impacted by Hurricane Ian-related storm surge, wind, and localized flooding. While total FEMA IA registrations show the widespread impact of Hurricane Ian in Lee County, FEMA Verified Loss provides a more accurate understanding of households that were inspected by FEMA for a documented loss related to the disaster. For owner-occupied units, 32,889 of the 43,939 inspected properties were verified as damaged. Lee County's FEMA's total verified loss for owner-occupied units is \$937,171,307 with the average loss of \$29,110 per unit.

Table 6 - The FEMA IA owner-occupied overview.

County	# of Applicants	# of Inspections	# Inspected with Damage	# Received Assistance	Total FEMA Verified Loss	Average FEMA Verified Loss
Lee County	125,255	43,939	32,194	23,889	\$937,171,307	\$29,110

Source: Open FEMA Individual Assistance Valid Registrant Dataset as of 5/9/2023³³

Table 7 - The FEMA IA tenants overview.

County	# of Applicants	# of Inspections	# Inspected with Damage	# Received Assistance	Total FEMA Verified Loss	Average FEMA Verified Amount
Lee County	68,679	25,807	10,549	3,542	\$38,218,553	\$3,622.96

Source: Open FEMA Individual Assistance Valid Registrant Dataset as of 5/9/2023³⁴

Table 9 shows FEMA IA applicants by housing type. The highest number of applicants came from housing/duplex units (128,853), apartment units (21,150), condo units (13,596), and mobile home units (20,452).

Table 8 – The FEMA IA applicants by housing type.

Residence Type	# of Applicants	% Owner Occupied	% Tenants	% Unknown	% Type
Apartment	21,150	0.11%	99.80%	0.09%	10.88%

³³ <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

³⁴ <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

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Assisted Living Facility	142	0.70%	98.59%	0.70%	0.07%
Boat	486	76.54%	22.84%	0.62%	0.25%
College Dorm	33	0.00%	96.97%	3.03%	0.02%
Condo	13,596	78.58%	20.92%	0.50%	6.99%
Correctional Facility	15	0.00%	100.00%	0.00%	0.01%
House/Duplex	128,853	71.04%	28.77%	0.19%	66.26%
Military Housing	13	7.69%	92.31%	0.00%	0.01%
Mobile Home	20,452	84.80%	14.49%	0.71%	10.52%
Other	5,358	47.80%	51.34%	0.86%	2.76%
Townhouse	3,191	59.82%	40.08%	0.09%	1.64%
Travel Trailer	1,177	69.58%	29.91%	0.51%	0.61%
Total	194,466	64.41%	35.32%	0.27%	100.00%

Source: Open FEMA Individual Assistance Valid Registrant Dataset as of 5/9/2023.³⁵

Table 9 – The FEMA Real Property Damage Owner-Occupied Units.

County	Units with Minor-Low	Units with Minor-High	Units with Major-Low	Units with Major-High	Units with Severe
Lee County	7,941	3,165	6,855	9,199	9,284

Source: Value added data created from Open FEMA Individual Assistance Valid Registrants V1 as of 5/9/2023 when combined with HUD Income limit data.³⁶

Rental units by HUD damaged category are shown in Table 11. Through FEMA IA, renters are eligible to apply for monthly rental assistance and to replace damaged or destroyed personal property. FEMA does not inspect rental properties for real property damage, so the damage estimate of the rental units is based on the HUD-defined personal property amount by damage category.

Table 10 - FEMA Real Property Damage Rental Units.

County	Units with Minor-Low	Units with Minor-High	Units with Major-Low	Units with Major-High	Units with Severe
Lee County	2,804	28	3,263	3,948	707

Source: Value added data created from Open FEMA Individual Assistance Valid Registrants V1 as of 5/9/2023 when combined with HUD Income limit data.

³⁵ <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

³⁶ <https://www.huduser.gov/portal/datasets/il.html>

b. Insurance

Table 12 shows the number of FEMA IA registered households in Lee County without flood insurance. This information is categorized on the basis of annual income. The high number of FEMA IA registrants without flood insurance suggests that Lee County is underinsured for flood events caused by Hurricane Ian, thereby creating a significant demand for financial resources for housing recovery. Households with an income below \$15,000 represent the greatest percentage without flood insurance at 94 percent.

Table 11 – The number of households without flood insurance.

Income Category	County	Number without Flood Insurance	Percentage without Flood Insurance
No Stated Income	Lee County	35,708	82.19%
<\$15,000	Lee County	12,445	94.32%
\$15,000-\$30,000	Lee County	27,371	91.22%
\$30,001-\$60,000	Lee County	43,688	85.56%
\$60,001-\$120,000	Lee County	28,577	73.12%
\$120,001-\$175,000	Lee County	5,598	57.95%
>\$175,000	Lee County	3,777	47.14%
Total	Lee County	157,164	80.82%

Source: Open FEMA Individual Assistance Valid Registrant Dataset as of 5/9/2023.³⁷

The Florida Office of Insurance Regulation (OIR) provided data on the number of claims and claims resulting in loss for Lee County in Table 13. Of the 263,285 insurance claims filed for damage in Lee County, a total of 198,162 successful claims have been paid as of June 16, 2023, a success rate of approximately 75 percent.

Of the 263,285 claims filed, 11,743, approximately 4 percent, remain open without payment and 53,380, approximately 20 percent, have been closed without payment. This represents a total of 65,123³⁸, approximately 25 percent, of homeowners with insurance that have remaining unmet needs as their claims remain open without payment or have been closed without payment. Although the total value of losses paid by insurance is significant, the only other disaster-related assistance for homeowners with failed insurance claims are FEMA IA and SBA. SBA loans can be a cost burden for low- and moderate-income populations. SBA loan efforts in Lee County have only resulted in 10,026 approved applications.

³⁷ <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

³⁸ <https://www.floir.com/home/ian>

Table 12 - The insurance claims and losses in disaster impacted areas.

County	# of Claims	# of Claims Resulting in Loss	Direct Incurred Losses (\$)
Lee County	263,285	198,162	\$2,396,970,949*

Source: FOIR Hurricane Ian Information ³⁹

*Note: FOIR didn't provide the direct incurred losses. Lee County has estimated the Direct Incurred Losses(\$ value by taking the total estimated insured losses for the State dividing by the open and closed paid claims to get an average paid claim. Then multiplied the average paid claim by the number of open and closed paid claims for Lee County.

Table 14 shows the number of households that registered for FEMA IA without homeowners insurance by income in the County. Approximately 78 percent of those that have income less than \$15,000 do not have homeowners insurance. The data reflects that almost half of Lee County households that applied for FEMA IA are without homeowners insurance, suggesting that individuals are underinsured, and unmet needs are significant.

Table 13 - The number of units without homeowners insurance.

Income Category	County	Number without Homeowners Insurance	Percentage without Homeowners Insurance
No Stated Income	Lee County	35,708	58.58%
<\$15,000	Lee County	12,445	77.60%
\$15,000-\$30,000	Lee County	27,371	65.87%
\$30,001-\$60,000	Lee County	43,688	50.64%
\$60,001-\$120,000	Lee County	28,577	29.38%
\$120,001-\$175,000	Lee County	5,598	15.84%
>\$175,000	Lee County	3,777	13.93%
Total	Lee County	157,164	49.08%

Source: Open FEMA Individual Assistance Valid Registrant Dataset as of 5/9/2023. ⁴⁰

Those with an income less than \$15,000 have both the highest percentage without flood insurance and without homeowners insurance. This highlights that a significant vulnerable population does not have the financial resources to recover.

c. SBA Loans

Small Business Administration (SBA) loans are the basic form of federal disaster assistance for homeowners with good credit and income whose private property sustained damage that is not fully covered by FEMA or insurance. Homeowners whose property was damaged by a

³⁹ <https://www.floir.com/home/ian>

⁴⁰ <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

presidentially declared disaster are eligible to apply for an SBA low-interest loan. Interest rates on these loans are negotiated between the borrower and the lender but are subject to SBA interest rate maximums⁴¹. As of the most recent SBA date update on June 18, 2023, the SBA has received 26,085 SBA home loan applications from property owners in Lee County and 10,026 have been approved (see *Table 15*). The average disbursement amount for SBA loans, as of June 18, 2023, was \$35,229.07 based on applicants that received a disbursement.

Table 14 - The total home loans approved by SBA.

County	# of Approved Loan Applications	Average Disbursement Amount
Lee County	10,026	\$35,229.07

Source: SBA to Lee County (updated on June 18, 2023) ⁴²

d. Summary of Housing Impacts

FEMA IA, Lee County Property Appraiser, and NFIP were the primary data sources that Lee County used to determine housing unmet needs. In Table 16 below, Lee County started by organizing FEMA IA applicants by the HUD-suggested damage categories (“Minor-Low”, “Minor-High”, “Major-High”, and “Severe”). The FEMA IA value of real property loss was used to give an estimate of loss for all home types that were identified as “Minor-Low”, “Minor-High”, and “Major-Low”. FEMA provides financial assistance for homeowners to rebuild or make basic repairs, so their home is safe, sanitary, and functional⁴³. The County used FEMA IA damage estimates for properties in “Minor-Low”, “Minor-High”, and “Major-Low” categories because it was the best available data to estimate home repairs for non-substantially damaged properties.

The FEMA-assessed assistance for repairs typically ranges from \$15,000 to \$28,800 for damage classified as “Major-High” and “Severe” and it is universally accepted that those amounts would be inadequate to cover the full cost of repairing homes in those categories.

To get a more accurate estimate of housing losses in Lee County, parcel data was collected from the Lee County Property Appraiser to determine the average values of buildings (no land included in the value) for a single-family home, condo/apartment, and mobile home units. The following average building values were calculated for each home type using 2023 Lee County Property Appraiser data⁴⁴:

⁴¹ <https://www.sba.gov/partners/lenders/7a-loan-program/terms-conditions-eligibility#id-interest-rates>

⁴² Data for SBA Home Loans provided by SBA to Lee County (updated on June 18, 2023)

⁴³ <https://www.fema.gov/assistance/individual/sheltering-housing-options>

⁴⁴ <https://www.leepa.org/>

- Single Family = \$277,696 (average of 249,256 units)
- Condo/Apartment = \$335,171 (average of 95,590 units)
- Mobile Home (MHUs) = \$71,200 (average of 16,443 units)

For “Major-Low” damaged units, the County is assuming the properties are not substantially damaged and do not need substantial rehabilitation; for owner-occupied units, the FEMA Real Property Damage maxes out at \$14,999 and is well under the average building value of \$277,696. Because the substantial damage threshold requires that damages exceed 50 percent of total building value, the County used that average by unit type to estimate the property loss per unit for “Major-High” damaged units. For “Severe” damaged properties, the County assumes that these properties were substantially damaged and need to be fully rebuilt. The County estimated the full cost of replacement by using 75 percent of the 2023 Lee County Property Appraiser average building value by building type to estimate the property loss per unit for “Severe” damaged properties. For units that were in the “Major-High” and “Severe” categories but not a single family, condo/apartment, or mobile home; the FEMA IA damage number was used to estimate property loss due to the lack of building value data for those units.

Next, the total value of NFIP claims in Lee County (\$2.3 billion) was added to the estimated total loss of FEMA IA applicants (\$3.2 billion) to get a total housing loss of \$5.5 billion. To obtain the true cost of housing replacement, given increased cost of code compliance and resiliency measures to make buildings more resilient to future disasters, an additional 30 percent⁴⁵ was added to the total housing loss for a total housing loss with resilience of \$7.2 billion.

Table 15 - A summary of housing losses.

Data	Households / Units	Average Real Property Loss	Source of Average Real Property Loss	Estimated Total Loss
Minor-Low Damage to FEMA IA Applicants (All Home Types)	10,745	\$527.97	FEMA IA Value of Real Property Damage	\$5,673,044
Minor-High Damage to FEMA IA Applicants (All Home Types)	3,193	\$3,782.48	FEMA IA Value of Real Property Damage	\$12,077,464
Major-Low Damage to FEMA IA Applicants (All Home Types)	10,118	\$6,331.06	FEMA IA Value of Real Property Damage	\$64,057,699

⁴⁵ FR-5696-N-06, page 69113

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Major-High Damage to FEMA IA Applicants (Houses)	7,191	\$138,963.00	Lee County Appraiser 50% of Average Building Value	\$999,282,933
Major-High Damage to FEMA IA Applicants (Condos/Apartments)	2,192	\$167,585.50	Lee County Assessor 50% of Average Building Value	\$367,347,416
Major-High Damage to FEMA IA Applicants (MHUs)	3,545	\$35,600.00	Lee County Assessor 50% of Average Building Value	\$126,202,000
Major-High Damage to FEMA IA Applicants (All Other Types)	219	\$9,098.61	FEMA IA Value of Real Property Damage	\$1,992,595
Severe Damage to FEMA IA Applicants (Houses)	5,836	\$208,444.50	Lee County Assessor 75% of Average Building Value	\$1,216,482,102
Severe Damage to FEMA IA Applicants (Condos/Apartments)	1,013	\$251,378.25	Lee County Assessor 75% of Average Building Value	\$254,646,167
Severe Damage to FEMA IA Applicants (MHUs)	2,899	\$53,400.00	Lee County Assessor 75% of Average Building Value	\$154,806,600
Severe Damage to FEMA IA Applicants (All Other Types)	243	\$78,005.71	FEMA IA Value of Real Property Damage	\$18,955,144
FEMA IA Applicant Damage Subtotal	47,194	-	-	\$3,221,523,164
NFIP Identified Damages/Payments	21,331	\$109,973	NFIP Claims	\$2,345,824,436
Total Housing Loss	-	-	-	\$5,567,347,600
Total Housing Loss (including 30% resilience for rebuilding to higher standards)	-	-	-	\$7,237,551,881

To ensure that housing repair assistance gets factored into the housing unmet needs calculation, FEMA IA payments to repair homes and NFIP building payments were added together to get the total housing assistance received (\$293 million + \$2.3 billion = \$2.6 billion). See *Table 17* for the calculation.

Table 16- A summary of housing assistance.

Data	Count	Average Assistance Received	Estimated Total Loss
FEMA IA Payments to Repair Homes	17,622	-	\$293,374,999
NFIP Identified Damages/Payments	21,331	\$109,973	\$2,345,824,436
Total Housing Assistance	-	-	\$2,639,199,435

The total housing unmet needs with resilience included (\$7.2 billion) calculated in *Table 18* was subtracted by the Total Housing Assistance (\$2.6 billion) calculated in *Table 18* to get \$4.5 billion, which provides the total housing unmet needs for Lee County as a result of the Hurricane Ian disaster. See *Table 18* for the calculation.

Table 17 - Total Housing Unmet Need.

Data	Estimated Total Loss
Total Housing Losses	\$7,237,551,880
Total Housing Assistance	\$2,639,199,435
Total Housing Unmet Need	\$4,598,352,445

The data used in this analysis was the best available data at the time of completion.

3. PUBLIC HOUSING AND AFFORDABLE HOUSING

a) MULTIFAMILY ASSISTED HOUSING

Lee County has a total of 67 assisted affordable housing properties, equaling approximately 6,539 units, 6,095 of which are assisted. Twelve properties, 1,121 units, are Public Housing operated⁴⁶ and included in the needs discussed in this section. The remaining units are owned or operated by other affordable housing developers or non-profit organizations. The County sent direct emails to other HUD assisted unit owners and management and received limited response. The local permanent supportive housing provider shared detailed information regarding damages and unmet needs. Approximately 20 buildings (80 units) of scattered site permanent supportive housing (PSH) units in Lee County received roof damage as a result of Hurricane Ian. A 95-unit development, completed in 2021, experienced minimal structural or roof damage, but lack of backup power and access to water created significant health and life-safety risks for the

⁴⁶ http://flhousingdata.shimberg.ufl.edu/assisted-housing-inventory/results?name=&funder=from_hud&funder=from_fhfc&funder=from_rhs&funder=from_lhfa&overall_expiration_date_of_governing_program=5000&nid=3500

vulnerable and disabled populations that were unable to evacuate. The PSH provider indicated unmet needs of \$2,741,327 to make necessary repairs and complete hardening improvements to make all properties more resilient.

b) PUBLIC HOUSING AUTHORITIES DAMAGED

The County also consulted the Public Housing Authorities (PHAs) via email and an in-person meeting while developing this Action Plan. As defined by HUD, a PHA includes any state, county, municipality, or other governmental entity, public body, agency, or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the U.S. Housing Act of 1937. For the purposes of this unmet needs assessment, the County requested the number of units that sustained Hurricane Ian damage and the current status of the damaged units.

There are two housing authorities in Lee County: The Housing Authority of the City of Fort Myers and the Lee County Housing Authority. Both housing authorities reported that their units received damage.

Many of the properties owned and managed by the Housing Authority of the City of Fort Myers (HACFM) developed post-storm water intrusion issues which lead to microbial growth in many of the units occupied by the most vulnerable residents in the City of Fort Myers. HACFM immediately installed temporary tarps on the roofs of properties to mitigate further damage to the units, but the temporary roofs exceeded their life expectancy and contributed to new instances of water intrusion. This resulted in unplanned and ongoing repairs to address the microbial growth precipitated by the water intrusion. HACFM had not received funding from insurance or reimbursement from FEMA as of June 21, 2023, and indicates total unmet needs of approximately \$14 million to make necessary repairs and to harden all properties.

The number of units and affected households is provided in *Table 19*.

Table 18 - Housing Authority of the City of Fort Myers Number of Units and Affected Households.

Property Name	Type of Housing	Affected Buildings	Units Impact	Number of Individuals
Horizon Apartments	Family	15	170	375
Renaissance Preserve I	Senior	1	13	15

Renaissance Preserve II	Family	15	50	204
Renaissance Preserve III	Family	7	19	60
Renaissance Preserve IV	Family	11	35	149
Royal Palm Towers	Senior	1	99	104
Landings at East Point	Family	4	7	31
East Point Place	Family	4	15	46
TOTAL		58	408	984

Lee County Housing Authority (LCHA) also had roof damage to 143 public housing units. As of June 21, 2023, LCHA had not received assistance for the roof repairs from FEMA. As of June 21, 2023, no families have been displaced from their units, and all unit interiors were in good condition with no mold present. Debris has also been completely removed from all sites. LCHA indicated approximate unmet needs of \$2 million to make necessary repairs and harden all properties.

Table 20 has the best-available data available for public housing authority units.

Table 19 - The public housing authorities damaged.

County/Municipality	Total # PHAs	Total PHAs Damaged	# of Units Damaged	Remaining Unmet Needs
Lee County	2	2	551	\$16,000,000

Source: County staff data collection via the Housing Authority of the City of Fort Myers and the Lee County Housing Authority

In addition to the impacts of damage to PHAs, there are currently waitlists for public housing units, housing choice vouchers, and project-based vouchers within the County demonstrating a significant need for additional affordable housing units. The County requested waitlist information from the Housing Authority of the City of Fort Myers and the Lee County Housing Authority for this assessment. *Table 21* identifies the number of households on the waitlist at the Housing Authority of the City of Fort Myers and the Lee County Housing Authority as of March 22, 2023.

Table 20 - Local Public Housing Authorities waitlists.

Housing Authority	Households on Waitlist for Public Housing Units	Households on Waitlist for Housing Choice Vouchers	Households on Waitlist for Project-Based Vouchers
Housing Authority of the City of Fort Myers	8,993	2,183	1,664
Lee County Housing Authority	1,478	76	N/A
TOTAL	10,471	2,259	1,664

Source: Data collection via the Housing Authority of the City of Fort Myers and the Lee County Housing Authority.

Waitlist information indicates a significant need for rent subsidy and affordable housing options in the County, but this need is further exacerbated by the lack of housing units available for households that have received an HCV or other voucher. Lee County Housing Authority indicated that their HCV program had a total of 46 households searching for a housing unit that was available and would accept their voucher. Some of those households have been searching since March 21st (Mainstream) and some since May 16th (HCV). The Housing Authority has granted the maximum number of extensions that their policy allows, but the move-in success rate is only about 20% of those issued. The Lee County Continuum of Care provided further evidence supporting lack of available units for households with housing vouchers. Among households placed into housing through Rapid Re-Housing programs in the six months preceding Hurricane Ian, the average length of time between program entry and housing move in was 40.2 days. Among households placed in the six months following the Hurricane, the average was 80.9 days. The amount of time required for a household to locate a safe and affordable housing unit has more than doubled since Hurricane Ian.

To address the remaining unmet needs for public housing authorities, permanent supportive housing providers, affordable housing developers, and LMI renters, Lee County has allocated \$350,000,000 in CDBG-DR funds to support the new construction, acquisition, rehabilitation and preservation of affordable housing units. Lee County anticipates that PHA's will utilize State Housing Initiatives Program (SHIP) funding, as well as other federal and state funding sources in coordination with CDBG-DR to make necessary improvements and to expand affordable housing opportunities for low- and moderate-income households.

4. FAIR HOUSING, CIVIL RIGHTS DATA, AND ADVANCING EQUITY

Lee County ensures that all programs and activities in this Action Plan that include sale, rental, financing, or other housing related transactions as well as the repair, enhancement, or construction of dwellings will be conducted without bias or discrimination on the basis of race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, and disability. Projects and activities planned with CDBG-DR funds will not have an unjustified discriminatory effect on or failure to benefit racial and ethnic minorities in proportion to their communities' needs, particularly in racially and ethnically concentrated areas of poverty. Programs are designed to provide necessary ADA accommodations to support the recovery needs of impacted individuals with disabilities.

Lee County demonstrates this assurance by:

- Posting notices of policy to the Civil Rights Act of 1964 Title VI (Nondiscrimination in Federally Assisted Programs)⁴⁷ and Title VII (Equal Employment Opportunity)⁴⁸, the Civil Rights Act of 1968 Title VIII (Fair Housing),⁴⁹ and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act⁵⁰ as amended;
- Performing annual monitoring as required by law, rulemaking, and federal grantor funding agreements;
- Developing action plans and other documentation required by federal and state authorities.
- Observing Executive Order 13166 to ensure that eligible persons with Limited English Proficiency (LEP) are provided meaningful access to all federally assisted and federally conducted programs and activities⁵¹;

⁴⁷ Lee County, Notice of Policy, Civil Rights Act Title VI, *Lee County, Southwest Florida*, Fort Myers, Fla., 2023 <https://www.leegov.com/civilrights>

⁴⁸ Lee County, Notice of Policy, Equal Opportunity Plan (EEO), *Lee County, Southwest Florida*, Fort Myers, Fla., 2023, <https://www.leegov.com/hr/jobsearch/employmentreports>

⁴⁹ Lee County, Notice of Policy, Fair Housing, *Lee County, Southwest Florida*, Fort Myers, Fla., 2023 <https://www.leegov.com/dhs/fairhousing>

⁵⁰ Lee County, Notice of Policy, ADA Notice, *Lee County, Southwest Florida*, Fort Myers, Fla., 2023 <https://www.leegov.com/ada>

⁵¹ Lee County, FY 23/24 Policy, Plan and Monitoring Report for Serving Persons with Limited English Proficiency (LEP), *Lee County, Southwest Florida*, Fort Myers, Fla., 2023 https://www.leegov.com/civilrights/Documents/FY23-24_Lee_TitleVI_Nondiscrimination%20%20LEP%20Plan%20061223.pdf

- Anticipating emerging requirements of the February 2023 HUD Notice of Proposed Rulemaking for Affirmatively Furthering Fair Housing,⁵² the County agrees to affirmatively further fair housing obligations by taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity; and
- Adhering to state oversight of these issues through the Florida Civil Rights Act of 1992 and Fair Housing Act of 1983 (State Statute 760), which prohibit housing discrimination based on race, color, religion, sex, national origin, age, handicap, or marital status. In addition to the seven federally protected classes, age is also a protected class in the State of Florida, giving Florida residents greater protection under the State fair housing laws. The Civil Rights Act formally created the Florida Commission of Human Relations (FCHR), which is responsible for the enforcement of State Statute 760.
- Submitting quarterly reports about the County's fair housing activities to the Florida Department of Commerce (formerly Department of Economic Opportunity) as proof of compliance for the federal grants it administers. These reports include a log of activities related to fair housing and copies of posters and other handouts.

Equal access to residential housing (housing choice) is fundamental to each person in meeting essential needs such as pursuing personal, educational, or employment goals. Because housing choice is so critical to economic development, fair housing is a goal that government, public officials, and the public must embrace for equality of opportunity to become a reality. In recognition of equal housing access as a fundamental right, the County, in support of its Analysis of Impediments to Fair Housing Choice 2019-2023 report, has committed to:

- Analyze and evaluate fair housing data in each jurisdiction.
- Assess regional segregation, racially and ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs based on the protected classes.
- Summarize fair housing issues and capacity.

⁵² Housing and Urban Development Department, Affirmatively Furthering Fair Housing: A Proposed Rule by the Housing and Urban Development Department on 02/09/2023, *Federal Register, The Daily Journal of the United States Government*, Washington D.C., 2023 <https://www.federalregister.gov/documents/2023/02/09/2023-00625/affirmatively-furthering-fair-housing>

- Identify fair housing priorities and goals.
- Implement actions to address regional and local impediments.⁴⁰

Efforts to address fair housing objectives specifically outlined in the 2019-2023 report and under proposed rulemaking are summarized in *Table 22*.

Table 21 - Impediments and Actions for Fair Housing

Regional / Local Impediments	2019-2023 Report	Actions
Regional	Housing discrimination in the private market	Prominently display fair housing information on public counters and other points of contact, such as libraries and community centers.
		Include fair housing logo on all housing related documents for public review, brochures, and legal advertisements. Ensure all non-profit agencies that receive housing funds use the logos in advertising.
		Entitlement jurisdictions' scopes of work for fair housing services should include expansion of outreach to small property owners.
		Coordinate countywide regular, random testing to identify issues, trends, and problem properties.
Regional	Disparity in private mortgage lending for racial and ethnic minorities	Increase outreach efforts and homeownership opportunity awareness to minority and ethnic communities.
		Maintain lender guidelines state and federal assistance and Fair Housing Laws.

Regional / Local Impediments	2019-2023 Report	Actions
		<p>Fund credit and financial management courses with CDBG or other funds to improve credit issues of racial and ethnic minority applicants.</p> <p>Promote the availability of general budgeting classes conducted by the University of Florida Extension Services to the targeted communities.</p>
Regional	Public transit options and rising cost of transportation in general limit location options for many lower-income households	<p>Support a regional transportation system that provides services to low- and moderate-income households throughout the County.</p> <p>Continue funding bus pass programs and support the creation of alternative modes of transportation to low/mod and disabled households.</p>
Regional	Adequacy of Fair Housing education, training, and outreach programs	<p>Coordinate fair housing programs among three entitlement jurisdictions to collaborate and consolidate efforts to affirmatively further fair housing in Lee County.</p> <p>Support non-profit capacity building programs that encourage local non-profits to apply for Fair Housing Initiatives Program (FHIP) and/or Fair Housing Assistance Program (FHAP) funds through HUD.</p> <p>Offer fair housing workshops throughout the year.</p>

Regional / Local Impediments	2019-2023 Report	Actions
		Maintain a fair housing log to record activities undertaken throughout the year to affirmatively further fair housing.
Regional	Sufficiency of housing units for persons who require accommodations to access housing in the County	Implement fair housing workshop topics to include “reasonable accommodation” requirements and requirements of Section 504, the Fair Housing Act, the Americans with Disabilities Act, the Architectural Barriers Act, and the State’s Accessibility Building Codes.
		Maintain the Universal Design requirements in new construction funded by federal and state grants.
		Continue to prioritize and fund rehabilitation of housing units for those who require accommodations to access special need housing units.
City of Cape Coral - Local	Fair Housing Ordinance does not include protected class based on familial status and does not define handicapped persons	The City of Cape Coral is considering changes to its ordinance.
City of Fort Myers - Local	The city does not have a Fair Housing Ordinance	The City of Fort Myers is considering adoption of a new Fair Housing Ordinance.
New Considerations		
Regional	Neighborhood Opposition to Diversity in Housing Type	Provide information to local government officials and to the public regarding the need for a variety of housing types and tenure (rights to occupy, rent and own) for all persons regardless of income levels.

Regional / Local Impediments	2019-2023 Report	Actions
		<p>Provide training specifically to elected officials and appointees regarding fair housing laws and local land use decisions.</p> <p>Regular review of land use decisions by local governments.</p> <p>Continually encourage minority and low-income households to seek housing counseling from HUD-certified housing counseling agencies. Provide information to housing counseling agencies to assist them in educating minority and low-income households regarding the range of housing options in the City of Fort Myers, including those outside of minority and low-income concentration areas. Encourage attendance at budget management and credit counseling classes offered by housing counseling agencies.</p>
City of Fort Myers - Local	Racially and Ethnically Concentrated Areas of Poverty (R/ECAP)	<p>Promote and conduct outreach to the R/ECAP that highlights job training and business development opportunities offered by the Southwest Florida Enterprise Center and other agencies in the area.</p> <p>Continue to follow the City's Language Access Plan for Spanish-speaking residents and develop additional outreach activities for the Haitian population.</p>

Regional / Local Impediments	2019-2023 Report	Actions
		<p>Annually sponsor fair housing training for City of Fort Myers residents; network with nonprofit, neighborhood-based and faith organizations; and educate institutions to reach out to minority populations and areas of minority concentration.</p> <p>Continue to promote and provide mortgage assistance to low-moderate income residents.</p>

AFFIRMATIVELY FURTHERING FAIR HOUSING

As noted above, the County integrates efforts to affirmatively further fair housing in its ongoing operations. In addition, the County also provides the following resources and education to landlords, managers, agents, and the general public:

- Production of Resources: Posters, training programs, an internet-based App, surveys and quizzes, pencils and activity books, and FAQs are available to support local analysis and outreach.
- Information Outreach: Landlords, managers, real estate agents, and local service agencies post or provide Fair Housing Notices in multiple languages.
- Information for the General Public: Providing the general public with an overview of Fair Housing laws and information regarding individual rights and responsibilities when buying and selling homes at <https://www.leegov.com/dhs/fairhousing>.
- Training: Four audiences have access to training specifically designed for them, including children, consumers, housing providers and professionals, and real estate agents.
- One-on-one Technical Assistance: When requested for specific areas of concern, consultations and technical assistance may be given to target audiences.

The County will ensure that CDBG-DR funds to rehabilitate/reconstruct property damaged by Hurricane Ian and to provide new housing stock are allocated to serve LMI persons, vulnerable populations, and historically underserved communities.

Among these target households, the County will further prioritize households with one or more of the below characteristics:

- Households with seniors aged 62 or older; and
- Households including persons with special needs who require accommodation to access structures, receive services, and participate in programs.

In the interest of advancing equity and reducing barriers when enrolling in and accessing disaster recovery assistance, the County will ensure that all citizens have equal access to information about the programs. The County will offer reasonable accommodation at no charge to the requestor to provide outreach, project documents, and all other communication in alternate formats for persons with disabilities or limited English proficiency. For the County's Hurricane Ian recovery effort, all program documents will be translated into Spanish.

Lee County's Civil Rights Title VI Coordinator monitors Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) et seq.; Executive Order 13166; and the U.S. Department of Labor Revised Guidance Regarding the Title VI Prohibition against National Origin Discrimination Affecting LEP Persons.

To ensure timely, meaningful access and an equal opportunity for individuals with disabilities or LEP to participate in service and benefits provided, the County and its vendors and subrecipients will follow its FY 23/24 Civil Rights Act, Title VI

Nondiscrimination Policy, Plan, and Monitoring Report with Policy, Plan, and Monitoring Report for Serving Persons with Limited English Proficiency ("LEP Plan"). Through its LEP Plan, which is available online at <https://www.leegov.com/civilrights> and on the Lee County CDBG-DR website at www.leegov.com/recovery/cdbg-dr, the County will:

- Annually assess target audiences for LEP services;
- Ensure meaningful verbal communication with LEP persons and their authorized representatives;
- Communicate information contained in vital documents;
- Provide ADA compliant interpretation services at no cost to the person being served;
- Inform LEP persons of these services and their right to access them free of charge;
- Accommodate public input from the LEP community;
- Comply with HUD's published Safe Harbor provisions; and
- Manage this plan routinely to ensure continuing compliance.

In accordance with HUD's long-standing guidance on LEP issues, issued January 2007,⁵³ the LEP Plan was developed through an analysis of four factors:

1. The number or proportion of eligible LEP persons in the Lee County service area;
2. The frequency with which LEP individuals come in contact with County service providers;
3. The nature and importance of the program, activity or service provided to the LEP population; and
4. Available resources and overall costs to provide LEP assistance.

Lee County is committed to on-going outreach to potential beneficiaries throughout the program. Targeted efforts will reach those who are elderly, disabled, LMI, and racial and ethnic groups. This outreach includes establishing and preparing a network of stakeholders, including elected officials, non-profits, faith-based organizations, civic associations, and media outlets, to ensure well-coordinated and effective outreach. Lee County is requiring vendors implementing CDBG-DR programs to coordinate with the County and municipalities to ensure physical access to program applications throughout the geographic area, and provide for diversity in application entry points, including onsite and mobile application sites. Vendors are also required to ensure meaningful access and equal opportunity to programs for individuals with disabilities and persons with limited English proficiency, including appropriate ADA accommodations and translation of vital documents.

The County will ensure ongoing coordination with public service providers that work with vulnerable populations to ensure that any remaining or ongoing storm-related impact, including preventing households from becoming homeless, is brought to the County's attention for a coordinated approach. In addition, any vulnerable population brought to the County's attention who are not served under current programs may be referred to specialized public service providers for assistance. Supportive services for persons who are elderly, disabled, victims of domestic violence or have other vulnerabilities will be coordinated through local service providers and the unmet needs long-term recovery group.

a) **DEMOGRAPHICS AND DISASTER IMPACTED POPULATIONS**

Table 23 represents demographic profiles for the State of Florida. The American Community Survey (ACS) data includes estimates of populations by race for the declared counties and MID

⁵³ <https://www.federalregister.gov/documents/2007/01/22/07-217/final-guidance-to-federal-financial-assistance-recipients-regarding-title-vi-prohibition-against>

areas. The counties depicted in *Figure 11* which were designated as eligible for individual assistance are included in *Table 23*, as the “Disaster Declaration” data elements. Lee County was designated as a most impacted and distressed (MID) area. The data points included in *Table 23*, for the “MID” headings are inclusive of Lee County, both incorporated and unincorporated areas.

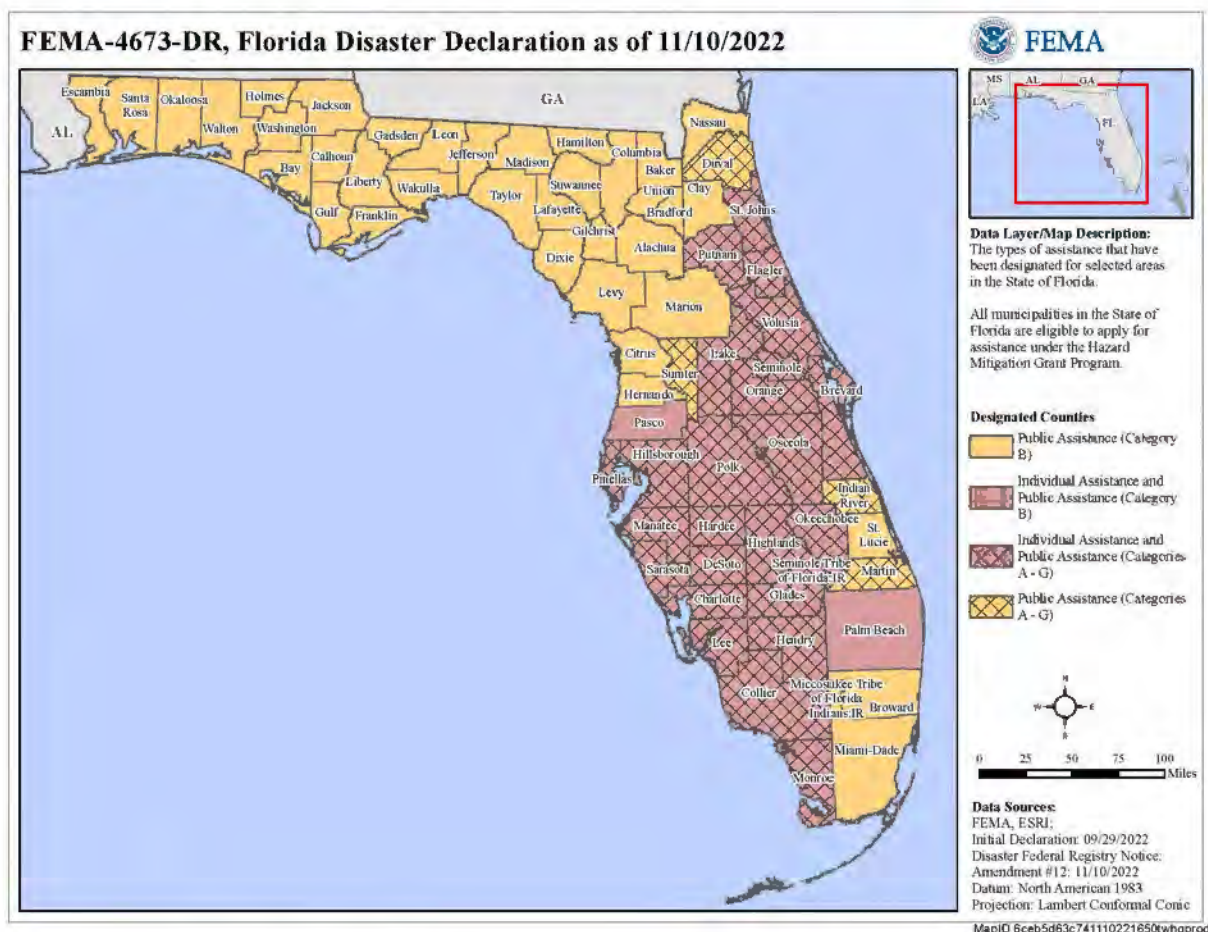


Figure 11- Florida Disaster Declaration for Hurricane Ian⁵⁴

a. Households With Children

Households with children under the age of five and populations over the age of 65 increases vulnerability. As noted in the table below, an estimated 3,426,171 of age dependent populations are concentrated in Disaster Declared counties, including 275,522 located within Lee County. Additionally, the map below in *Figure 12* shows the relative concentration of population under the age of 5 and over the age of 65 by census tract within the County. The areas above 50 percent

⁵⁴ https://gis.fema.gov/maps/dec_4673.pdf

concentration of these “dependent” populations are strong indicators of vulnerable populations that may have greater needs for post-disaster assistance.

b. Race

White or Caucasian populations account for the majority of people in Lee County with 711,422 individuals – or 7.14 percent of the total population in the disaster declared areas, but Lee County reflects more diverse populations. About 75,666 are classified as Black or African American in Lee County, roughly 4.28 percent of the total population. American Indian and Alaska Native populations located in Lee County make up about 4,112 which is roughly 5.91 percent of the total population in disaster declared counties (*Figure 14* and *Figure 15*).

c. Ethnicity

Lee County’s diversity is also reflected in its significant Hispanic and Latin(x) population. Persons of all races, who are Hispanic and Latin(x) account for 24.3%⁵⁵ of Lee County’s total population, about 199,856 individuals.

d. Populations with Disabilities

The Fair Housing Act prohibits discrimination based on physical, mental, or emotional handicap, provided “reasonable accommodation” can be made. Reasonable accommodation may include physical changes to address the needs of disabled persons, including adaptive structural (i.e., constructing an entrance ramp) or administrative changes (i.e., permitting the use of a service animal).

In 2014, the U.S. Census Bureau introduced a new set of disability questions in the American Community Survey:

- Hearing Disability
- Vision Disability
- Cognitive Disability
- Ambulatory Disability
- Self-care Disability
- Independent Living Disability⁴⁴

Respondents who report anyone of the six disability types are considered to have a disability.⁴⁵ *Table 23* below indicates that 158,733 individuals in the County were identified as being disabled, which is 8 percent of the MID.

⁵⁵ <https://www.census.gov/quickfacts/fact/table/FL,leecountyflorida,US/PST045222>

Table 22 - Florida demographics and disaster impacted populations.

Demographic	State Estimates	State Percent	Disaster Declaration Estimate	Disaster Declaration Percent	MID * Estimates	MID* Percent
Total Population	22,244,823	100.00%	12,529,066	56.32%	822,453	6.56%
Under 5 years	1,134,486	100.00%	609,795	53.75%	36,188	5.93%
65 years and over	4,693,658	100.00%	2,816,376	60.00%	239,334	8.50%
Population with a Disability	3,358,968	100.00%	1,919,404	57.14%	158,733	8.27%
White or Caucasian	17,106,269	100.00%	9,960,881	58.23%	711,422	7.14%
Black or African American	3,781,620	100.00%	1,769,705	46.80%	75,666	4.28%
American Indian and Alaska Native	111,224	100.00%	69,600	62.58%	4,112	5.91%
Asian	667,345	100.00%	40,061	61.15%	14,804	3.63%
Native Hawaiian and Other Pacific Islander	22,245	100.00%	15,038	67.60%	822	5.47%
Other	556,120	100.00%	305,781	54.98%	15,627	5.11%

Source: United States Census Bureau Quick Facts ⁵⁶

* MID estimates and MID percents are reflective of Lee County data. Lee County is identified as a MID.

⁵⁶ <https://www.census.gov/quickfacts/fact/table/FL,US/PST045222>

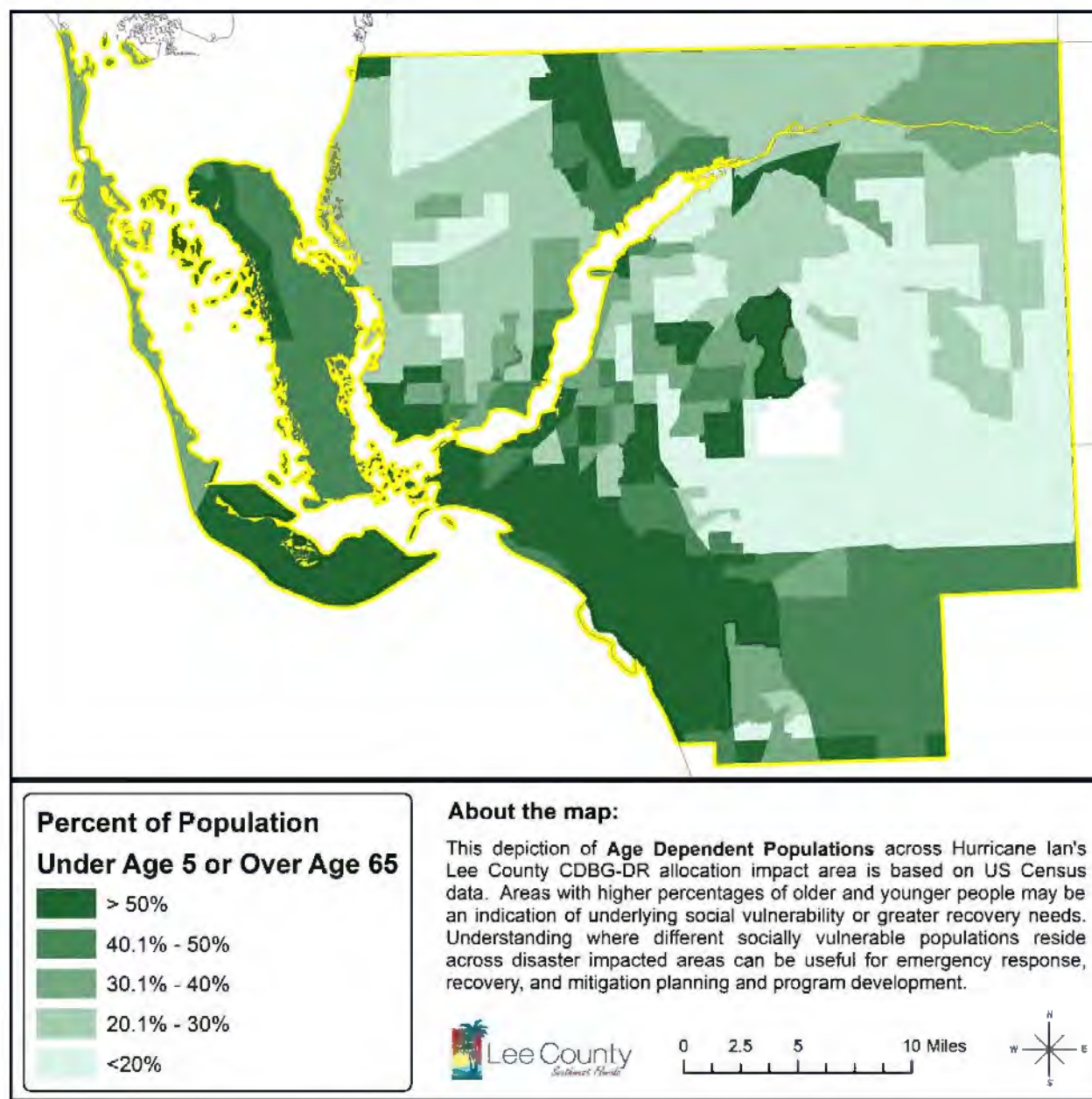


Figure 12 - A map of age dependent populations. ⁵⁷

⁵⁷ Map generated from Census ACS 2016-2020

[https://data.census.gov/table?q=B06001:+PLACE+OF+BIRTH+BY+AGE+IN+THE+UNITED+STATES&g=050XX00US12071\\$1400000](https://data.census.gov/table?q=B06001:+PLACE+OF+BIRTH+BY+AGE+IN+THE+UNITED+STATES&g=050XX00US12071$1400000) and table

[https://data.census.gov/table?q=B09020:+RELATIONSHIP+BY+HOUSEHOLD+TYPE+\(INCLUDING+LIVING+ALONE\)+FOR+THE+POPULATION+65+YEARS+AND+OVER&g=050XX00US12071\\$1400000](https://data.census.gov/table?q=B09020:+RELATIONSHIP+BY+HOUSEHOLD+TYPE+(INCLUDING+LIVING+ALONE)+FOR+THE+POPULATION+65+YEARS+AND+OVER&g=050XX00US12071$1400000) tract level data for Lee County

a. Racially and Ethnically Concentrated Areas of Poverty (RECAPS)

A Racially or Ethnically Concentrated Area of Poverty (RECAP) is a geographic area with a significant concentration of poverty and minorities. Areas designated as RECAPs must have a non-white population of 50 percent or more and a poverty rate that exceeds 40 percent or is three or more times the average tract poverty rate for the metropolitan/micropolitan area, whichever threshold is lower.

The [Florida Housing Finance Corporation \(FHFC\)](#) provides an annual report detailing the census tracts deemed as RECAPs within the state of Florida. There is one census tract within the Hurricane Ian MID area of Lee County that is designated as a RECAP. Census Tract 19.17, which is located in census designated place (CDP) Harlem Heights, contains a poverty rate of 40.2 percent and a minority rate (total population identifying as other than non-Hispanic White) of 72.6 percent, per 2021 ACS 5-year estimates.⁵⁸

The County and its subrecipients are aware of this RECAP and other areas of minority concentration and poverty when implementing projects to avoid undue discriminatory effects on historically disadvantaged and underserved populations. By prioritizing benefit to LMI households and areas, the County anticipates that program areas outlined in this Action Plan will have a positive impact on protected class populations.

⁵⁸ Florida Housing Finance Corporation. 2023 Racially and Ethnically Concentrated Areas of Poverty (RECAP) Information. Available at: [https://www.floridahousing.org/docs/default-source/programs/developers-multifamily-programs/competitive/racially-and-ethnically-concentrated-areas-of-poverty-\(recap\)/2023-racially-and-ethnically-concentrated-areas-of-poverty-\(recap\)-information/racially-and-ethnically-concentrated-areas-of-poverty-list-effective-02-01-23.pdf?sfvrsn=ffeaf47b_2](https://www.floridahousing.org/docs/default-source/programs/developers-multifamily-programs/competitive/racially-and-ethnically-concentrated-areas-of-poverty-(recap)/2023-racially-and-ethnically-concentrated-areas-of-poverty-(recap)-information/racially-and-ethnically-concentrated-areas-of-poverty-list-effective-02-01-23.pdf?sfvrsn=ffeaf47b_2)

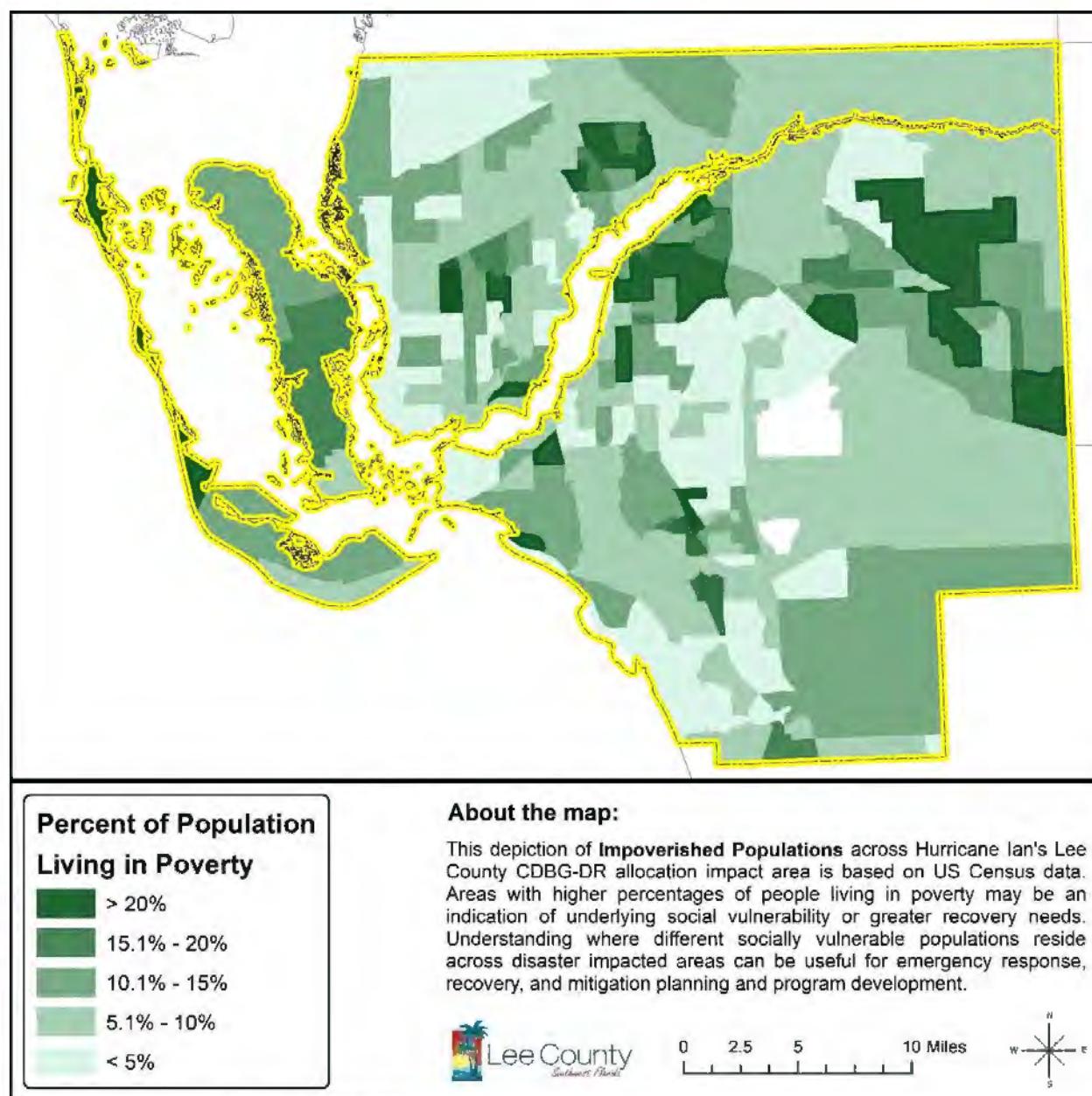


Figure 13 - The percent of population living in poverty in Lee County. ⁵⁹

⁵⁹ Map generated from Census ACS 2016-2020

[https://data.census.gov/table?q=B17021&g=050XX00US12071\\$1400000](https://data.census.gov/table?q=B17021&g=050XX00US12071$1400000) tract level data for Lee County

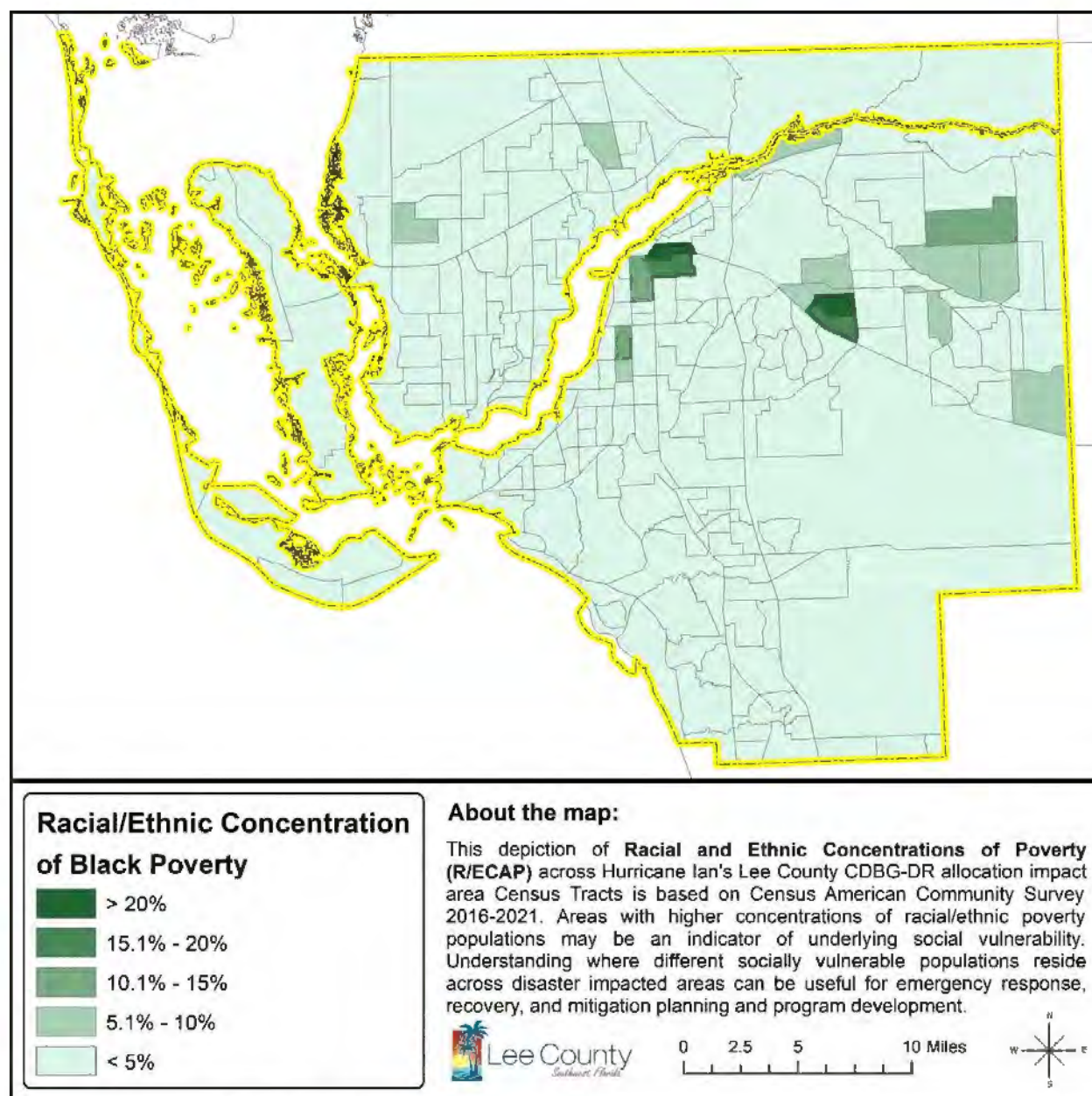


Figure 14 - A map of racial/ethnic concentration of black poverty.⁶⁰

⁶⁰ Map generated from Census ACS 2016-2020

[https://data.census.gov/table?q=B17021&g=050XX00US12071\\$1400000](https://data.census.gov/table?q=B17021&g=050XX00US12071$1400000) tract level data for Lee County

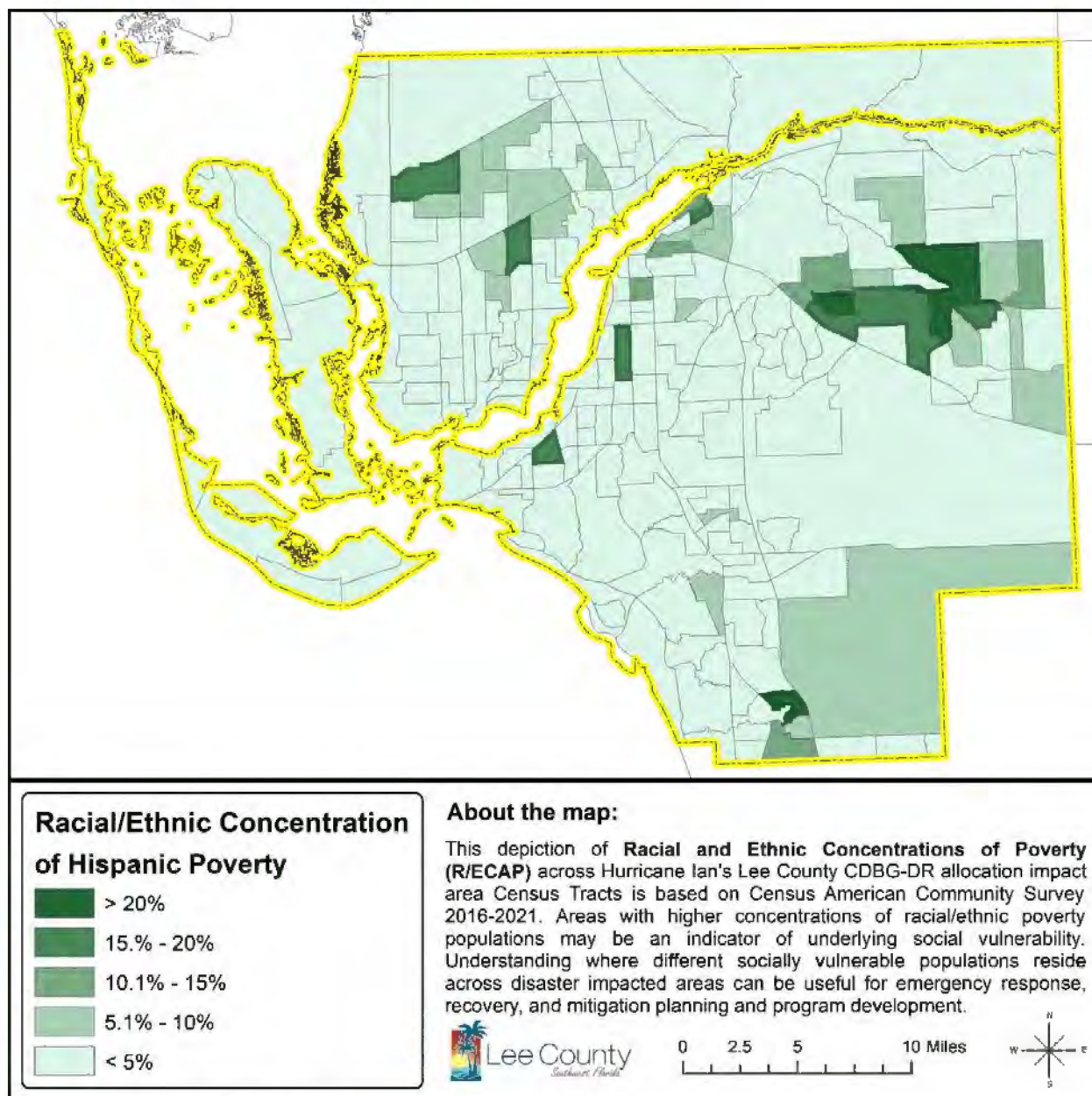


Figure 15 - A map of racial/ethnic concentration of Hispanic poverty.⁶¹

⁶¹ Map generated from Census ACS 2016-2020

[https://data.census.gov/table?q=B17021&g=050XX00US12071\\$1400000](https://data.census.gov/table?q=B17021&g=050XX00US12071$1400000) tract level data for Lee County

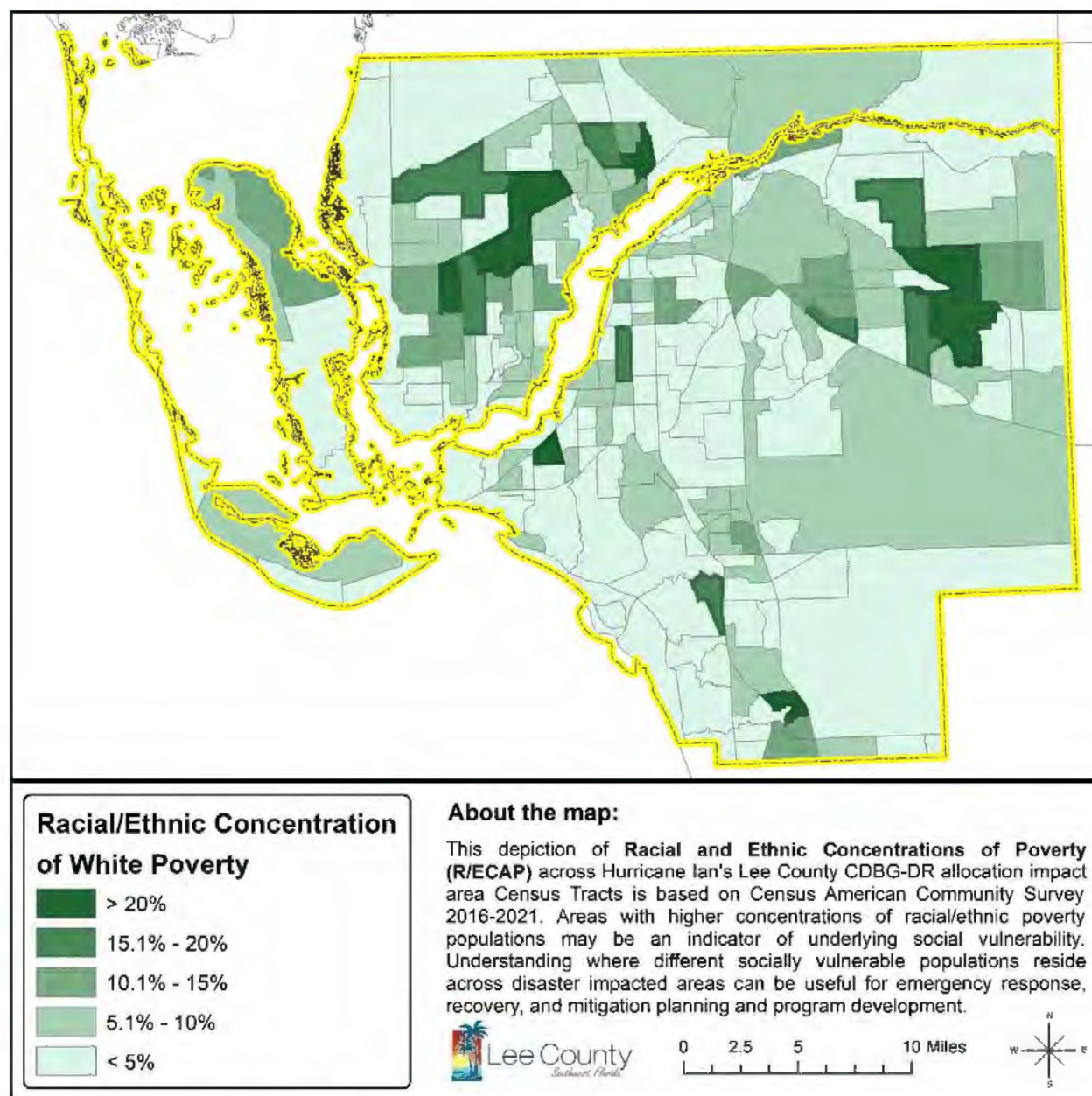


Figure 16 - A map of racial/ethnic concentration of White poverty.⁶²

b. Population with Limited English Proficiency

LEP persons are defined by the federal government as those with a limited ability to read, write, speak, or understand English. American Community Survey data reports on households in which

⁶² Map generated from Census ACS 2016-2020

[https://data.census.gov/table?q=B17021&g=050XX00US12071\\$1400000](https://data.census.gov/table?q=B17021&g=050XX00US12071$1400000) tract level data for Lee County

English is not the primary language spoken at home for the population five years and older.⁶³ As noted in *Table 33* 69,811 individuals within the County speak English less than very well. This further reflects the need for the County to adhere to their LEP Plan (as noted above) by coordinating with community organizations and providing resources in multiple forms.

c. Housing Impact Cost Burdened Households

HUD defines housing affordability in terms of the proportion of household income that is used to pay housing costs. Housing is “affordable” if no more than 30 percent of a household’s income is needed for rent, mortgage payments, and utilities. When the proportion of household income needed to pay housing costs exceeds 30 percent, a household is considered “cost burdened.” Severe cost burden is defined as gross housing costs, including utilities, exceeding 50 percent of the households’ gross income.⁶⁴

According to the Shimberg Center for Housing Studies at the University of Florida⁶⁵, cost burdened households for the County are categorized by the 0-50 percent, 50.01-80 percent, and over 80 percent area median income (AMI) categories. The analysis of the U.S. Census Bureau, 2019 American Community Survey 1-Year Public Use Microdata Sample (PUMS) noted that 5,981 cost burdened households fall into the 0-50 percent AMI category. Roughly 1,747 cost burdened households fall into the 50.01-80 percent group while 2,099 cost burdened households fall into the over 80 percent category. Based on this data, roughly 3,846 cost burdened households are considered severe.

d. Persons Experiencing Homelessness

The Lee County Continuum of Care (CoC), a collaborative of local municipalities, social service providers and other stakeholders, is tasked with addressing the needs of persons experiencing homelessness. The CoC receives funding from HUD for several homeless assistance programs and is responsible for planning, coordinating, and monitoring the delivery of services to the homeless. The Lee County Homeless Coalition provides information on the needs, characteristics, number, and location of homeless persons in Lee County.⁶⁶

⁶³ Lee County Analysis of Impediments to Fair Housing Choice, 2019-2023, page 20, <https://www.leegov.com/dhs/Documents/Fair%20Housing/Final%20PY%202019%20Analysis%20of%20Impediments%20to%20Fair%20Housing%20Choice.pdf>

⁶⁴ *ibid.* page 61

⁶⁵ [Cost Burdened Households by Income as a Percentage of Area Median income \(AMI\)](#)

⁶⁶ Lee County Analysis of Impediments to Fair Housing Choice, 2019-2023, page 64, <https://www.leegov.com/dhs/Documents/Fair%20Housing/Final%20PY%202019%20Analysis%20of%20Impediments%20to%20Fair%20Housing%20Choice.pdf>

The County saw an increase in persons experiencing homelessness from 560 persons in 2022 to 857 persons in 2023 as noted in *Table 34* below. In coordination with the County's Human and Veterans Service Department, the Lee County Homeless Coalition estimates that about 857 individuals were homeless in January 2023 (both sheltered and unsheltered). Out of the 857 homeless, 197 were considered chronically homeless, with 109 under the age of 18, a drastic increase from the prior year to vulnerable populations. The Coalition attributes soaring rents and Hurricane Ian to this increase.⁶⁷ Approximately 560 households have contacted Lee County's Coordinated Entry system since Hurricane Ian reporting as a family with children experiencing homelessness. Of those, 152 or 27.1% cited Hurricane Ian as a reason for their current state of homelessness during their initial contact with Coordinated Entry.⁶⁸

e. Impacts on Low- and Moderate-Income (LMI) Populations

Disasters can have life-altering impacts especially on low-and moderate (LMI) persons. They are more likely to experience significant and lengthier impacts emphasizing the need for recovery projects to prioritize the protection of and benefit to LMI persons within the County. As per the May 18 Notice, 70 percent of CDBG-DR funds must be spent to benefit LMI persons. As defined by HUD, a household is considered LMI if their annual income is 80 percent of the area median income (AMI). As noted in *Figure 19*, Fort Myers, North Fort Myers, Cape Coral, and Lehigh Acres contain LMI populations greater than 50 percent of AMI. Although other portions of the County have significant LMI populations, these areas as a whole are below 50 percent.

As depicted in *Figure 17*, there are several areas with high concentrations of low- and moderate-income households that experienced FEMA verified loss of greater than \$45,000 per household. Areas on Pine Island, Fort Myers Beach, and along the Caloosahatchee River indicate higher average verified loss, some exceeding \$70,000 per household in areas where 51% or more of the population has a household income of 80% or less of the AMI.

⁶⁷ Lee County Homeless Coalition, <https://www.leehomeless.org/2023-census/>

⁶⁸ Lee County Human and Veteran Services

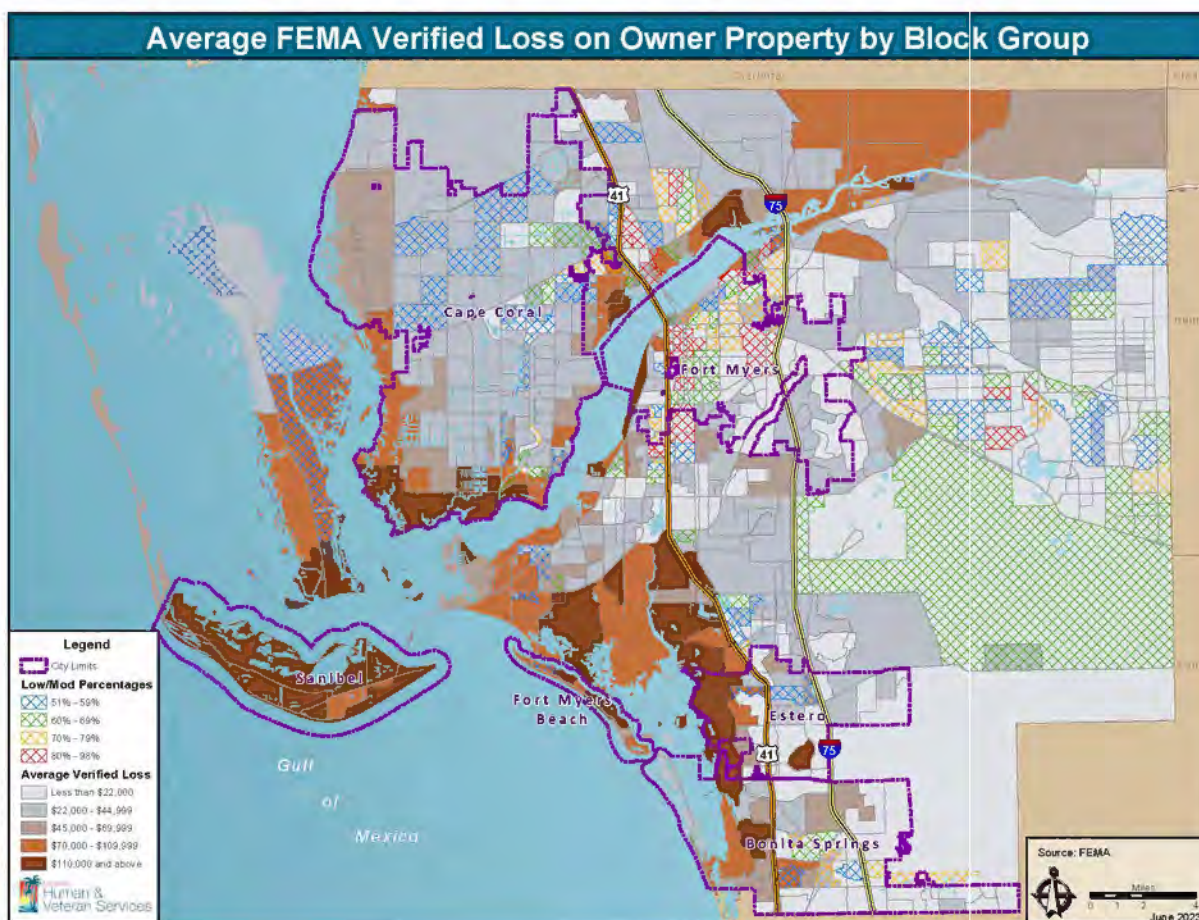


Figure 17- Average FEMA Verified Loss for owner occupied housing units by block group. FEMA Individual Assistance Data, as of June 20, 2023.

b) INCOME DEMOGRAPHICS

Table 23 -Median Household and Per Capita Income for the State-wide, Disaster Area, and MID levels.

Income/Economic Demographics	Statewide	Areas Impacted by the Disaster	HUD MIDs
Median Household Income	\$63,062	\$58,921	\$63,235
Per Capita Income	\$36,196	\$33,848	\$32,642

Source: 2021 American Community Survey 5-year Estimates Subject Tables⁶⁹

a. EDUCATION DEMOGRAPHICS

⁶⁹ https://www.huduser.gov/portal/datasets/il.html#2020_data

Table 24 - Education by State, Disaster Area, and MID Area.

Education	State Estimates	State Percent	Disaster Declaration Estimate	Disaster Declaration Percent	MID Estimates	MID Percent
Population 25 and over	15,762,122	100.00%	8,809,658	100.00%	598,375	100.00%
Less than high school graduate	1,608,543	10.21%	801,300	9.10%	58,255	9.74%
High school graduate or equivalency	4,363,466	27.68%	2,398,309	27.22%	181,266	30.29%
Some college, associate degree	4,563,267	28.95%	2,590,647	29.41%	173,950	29.07%
Bachelor's degree or higher	5,226,846	33.16%	3,019,402	34.27%	184,904	30.90%

Source: 2021 ACS 1-Year Estimates Subject Tables - S1501 EDUCATIONAL ATTAINMENT⁷⁰**b. HUD INCOME LIMITS**

Proposed CDBG-DR programs and projects must prioritize the protection of low- and moderate-income (LMI) persons and meet HUD's overall LMI benefit requirement. Seventy percent of CDBG-DR funds must be spent to benefit LMI persons. As defined by HUD, LMI households are classified per a gross household income of under 80 percent of Area Median Income (AMI), adjusted for family size.⁷¹

- Statewide median income as of 2023 in Florida is \$85,500 and a household of four is considered LMI if earning a gross income of \$66,350 or less.⁷²
- In Lee County, the median income as of 2023 is \$85,900 and a household of four is considered LMI if earning a gross income of \$68,100 or less.⁷³

c) INCOME DEMOGRAPHICS – LOW INCOME⁷⁰ <https://data.census.gov/table?q=S1501+Florida&g=040XX00US12>⁷¹ U.S. Department of Housing and Urban Development Office of Planning and Community Development. Laws and Regulations: Low- and Moderate-Income Definitions under the CDBG Program. Available at: <https://www.huduser.gov/portal/datasets/cdbg-income-limits.html>⁷² U.S. Department of Housing and Urban Development, Program Parameters and Research Division. Available at: https://www.huduser.gov/portal/datasets/il/il2023/2023summary.odn?inputname=STTLT*1299999999%2BFlorida&selection_type=county&stname=Florida&statefp=12.0&year=2023⁷³ U.S. Department of Housing and Urban Development, Program Parameters and Research Division. Available at: [https://www.huduser.gov/portal/datasets/il/il2023/2023summary.odn?inputname=METRO15980M15980%2aCape+Coral-Fort+Myers%2c+FL+MSA&wherefrom=\\$wherefrom\\$&selection_type=hmfa&year=2023](https://www.huduser.gov/portal/datasets/il/il2023/2023summary.odn?inputname=METRO15980M15980%2aCape+Coral-Fort+Myers%2c+FL+MSA&wherefrom=$wherefrom$&selection_type=hmfa&year=2023)

Table 25 - Population with Income Below Poverty Rate at the State-wide, Disaster Area, and MID levels.

Income/Economic Demographics	Statewide	Areas Impacted by the Disaster	HUD MID
Income in the past 12 months below poverty level	1,042,235	1,435,547	89,578
Total for whom poverty is determined	8,157,420	11,671,552	743,628

Source: *Income in the Past 12 Months (in 2021 inflation-adjusted dollars) – 2021: ACS 5-year Estimates Subject Tables; Poverty Status in the Past 12 Months by Household Type by Age of Householder - 2021: ACS 1-Year Estimates Detailed Tables; Per Capita Income In The Past 12 Months (In 2021 Inflation-Adjusted Dollars) - 2021: ACS 5-Year Estimates Detailed Table*⁷⁴

⁷⁴ https://www.huduser.gov/portal/datasets/il.html#2020_data

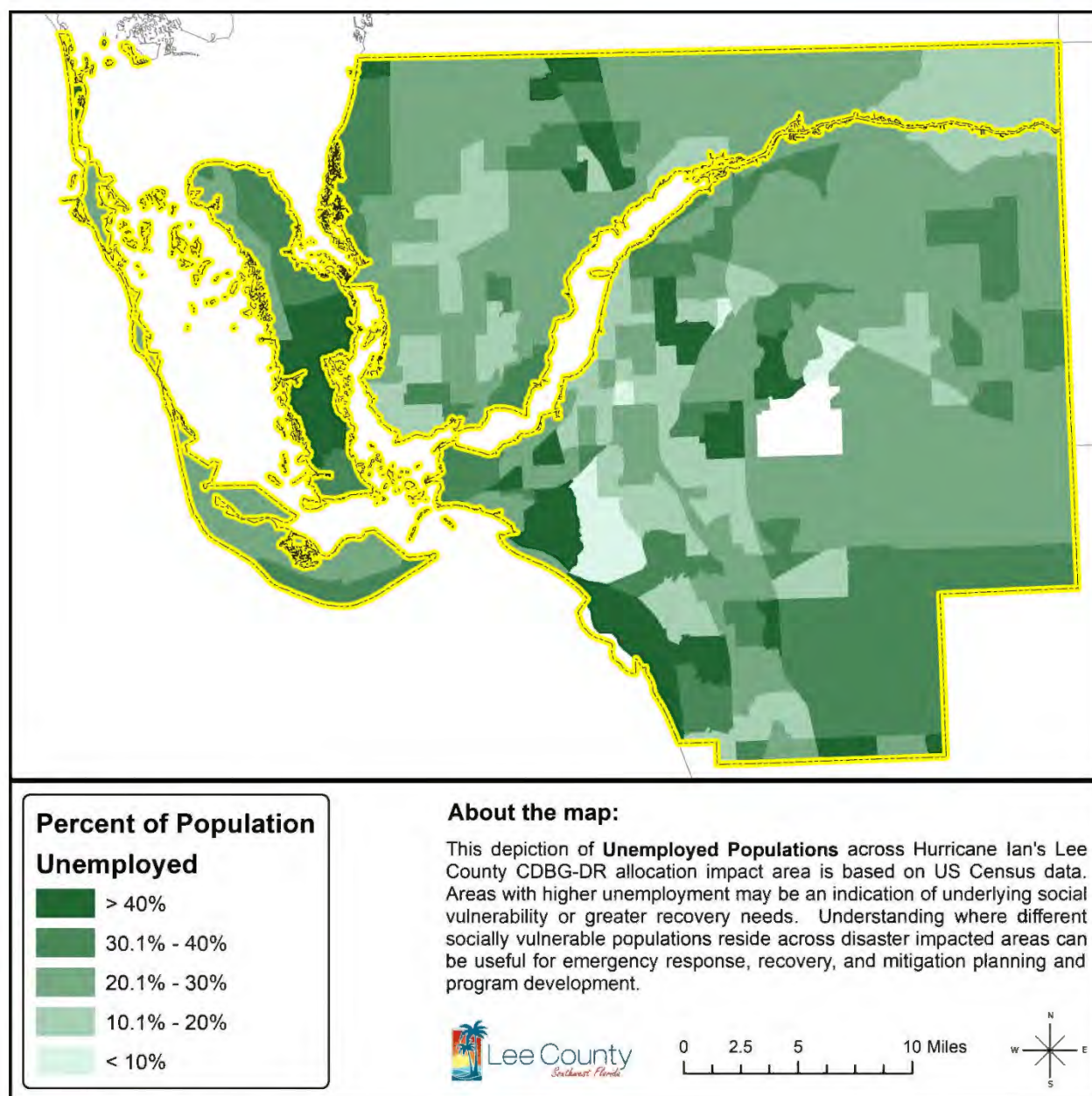


Figure 18 - The percent of population unemployed in Lee County.⁷⁵

⁷⁵ Map generated from Census ACS 2016-2020 [https://data.census.gov/table?q=B23022&g=050XX00US12071\\$1400000](https://data.census.gov/table?q=B23022&g=050XX00US12071$1400000) tract level data for Lee County

c. SNAP AND D-SNAP APPLICANTS IMPACTED BY DISASTER*Table 26 - The SNAP and D-SNAP for Lee County.*

County	# of SNAP Households Impacts	# of SNAP Individuals Impacted	# of Households Issued D-SNAP Benefits	# of Individuals Issued D-SNAP Benefits
Lee County	22,442	22,442	11,112	37,785

Source: United States Department of Agriculture 2018 19th Congressional District⁶⁶ & Florida Department of Children and Families⁷⁶

d) LMI ANALYSIS – AREA WIDE*Table 27 - The LMI populations for Lee County.*

County	Total LMI Population	Total Population	Percent LMI
Lee County	273,093	653,665	41.78%

Source: HUD LMI Data⁷⁷

e) LMI ANALYSIS – FEDERALLY DECLARED DISASTER AREA*Table 28 - LMI population in the Non-MID and MID Area.*

County	Non-MID- Total LMI Persons	Non-MID- Total Population	Non-MID- Percentage LMI	MID-Total LMI Persons	MID-Total Population	MID- Percentage LMI
Lee County	0	0	0%	273,093	653,665	41.78%

Source: HUD LMI Data

All of Lee County is in the HUD-defined Most Impacted and Distressed area, so the non-MID population is zero for Table 30.

Table 29 - Total LMI Population for Lee County.

County	Total LMI Disaster Applicants	Total Universe of Disaster Applicants	Percentage LMI	Possible Additional LMI Persons	Possible Additional Percentage LMI
Lee County	113,649	405,711	28.01%	191,767	47.27%

Source: HUD LMI Data

⁷⁶ <https://www.fns.usda.gov/pd/supplemental-nutrition-assistance-program-snap>

⁷⁷ <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

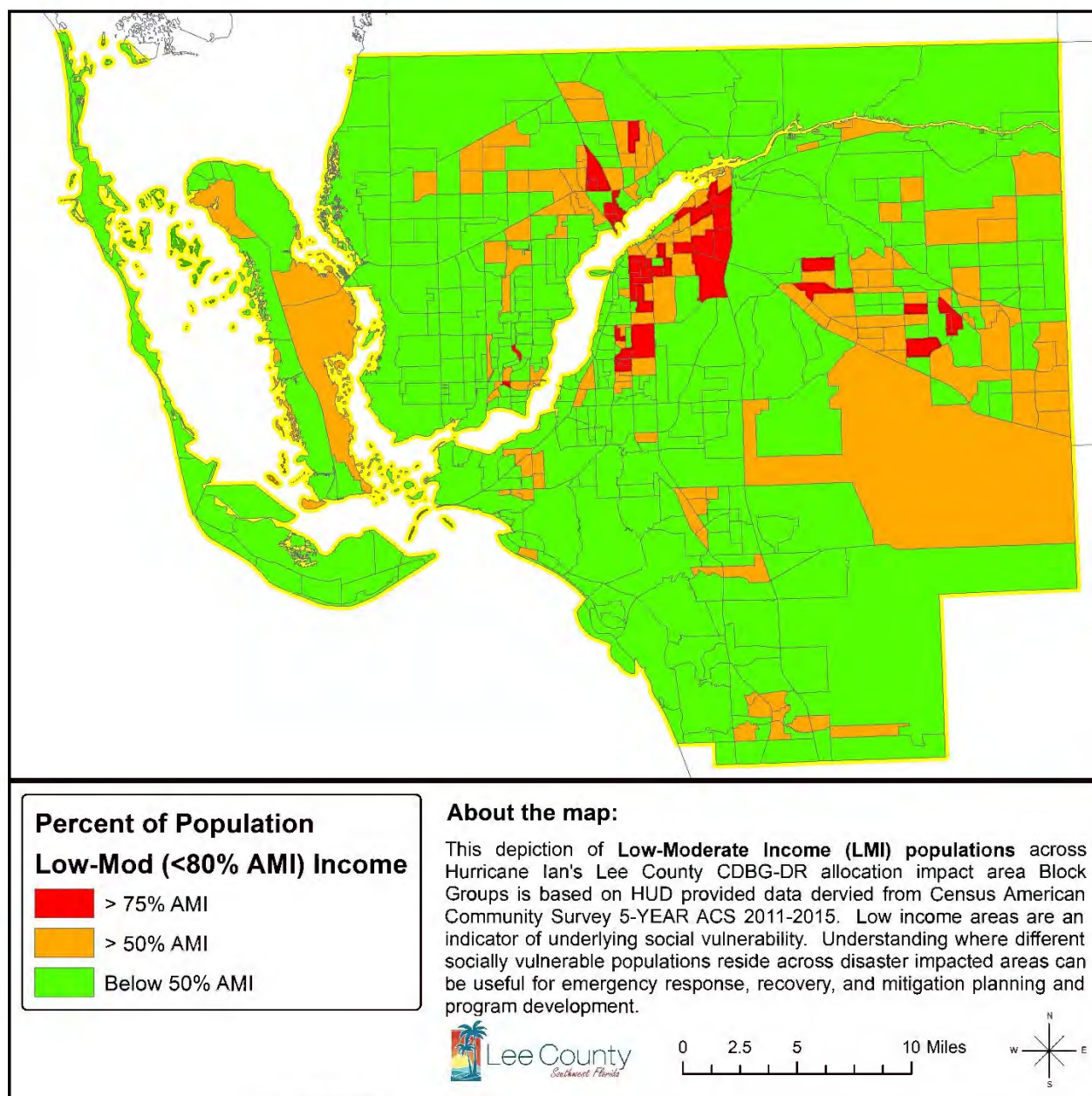


Figure 19 - The percent of LMI populations by census block group for Lee County.⁷⁸

⁷⁸ Map generated from data provided by HUD <https://hudgis-hud.opendata.arcgis.com/datasets/low-to-moderate-income-population-by-block-group>

f) MANUFACTURED HOUSING UNITS IMPACTED BY DISASTER*Table 30 - The percentage of manufactured housing units in Lee County.*

County	Number of Units	% of Total Units in County	Remaining Unmet Need
Lee County	20,452	52.91%	\$73,215,791

Source: Open FEMA Individual Assistance Valid Registrant Dataset as of 5/9/2023⁷⁹ and 2021 ACS 5-Year Estimates Subject Tables - DP04 SELECTED HOUSING UNITS⁸⁰

⁷⁹ <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

⁸⁰ <https://data.census.gov/table?q=DP04&g=050XX00US12071&tid=ACSDP5Y2021.DP04>

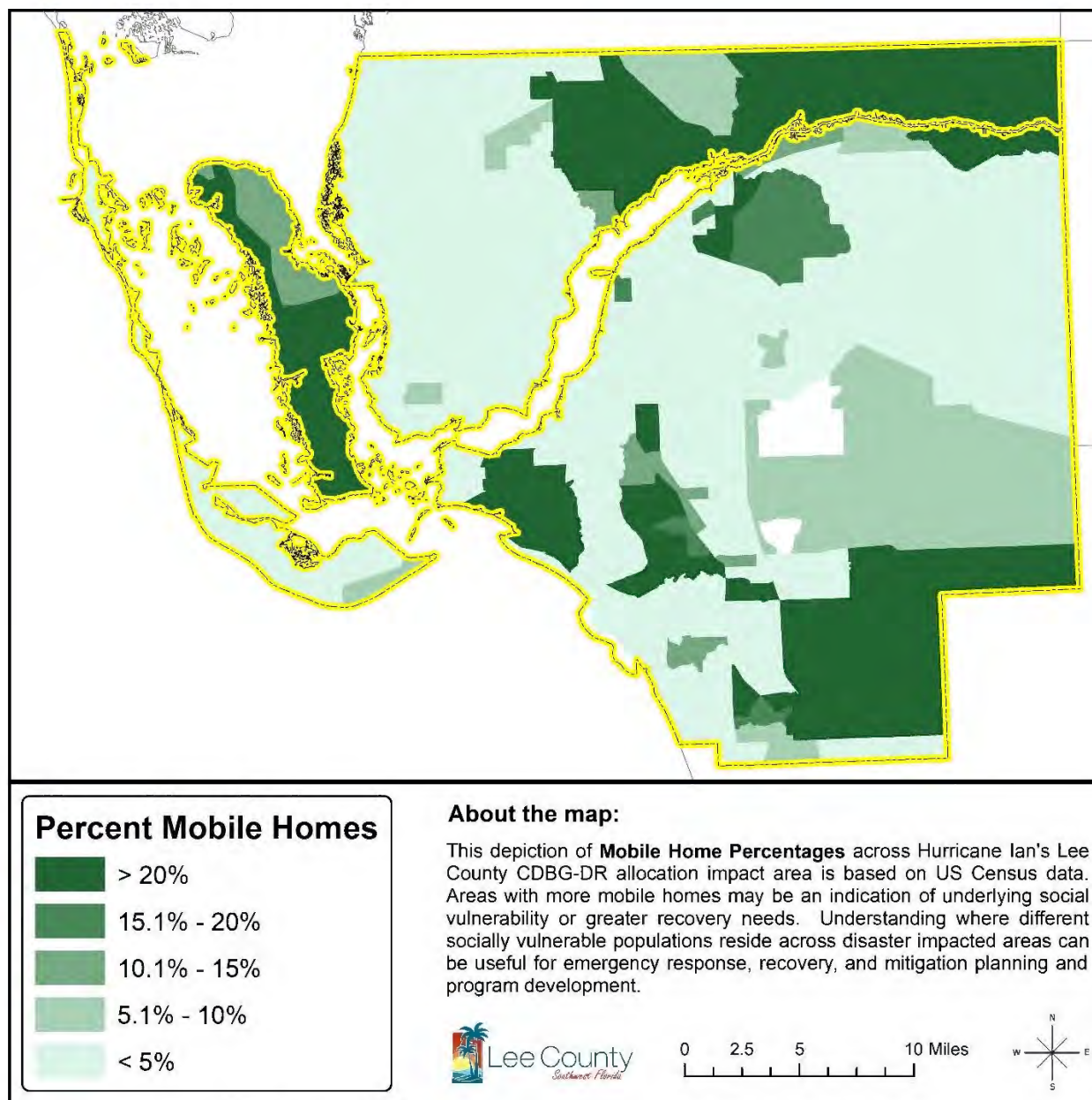


Figure 20 - The percentage of mobile homes by census tract.⁸¹

Figure 20 further reflects the mobile home counts in the County. Areas with mobile home counts greater than 400 are concentrated on Pine Island, Fort Myers, North Fort Myers, and Bonita Springs.

⁸¹ Map generated from Census ACS 2017-2021

[https://data.census.gov/table?q=B25024&g=050XX00US12071\\$1400000&y=2021](https://data.census.gov/table?q=B25024&g=050XX00US12071$1400000&y=2021) tract level data for Lee County

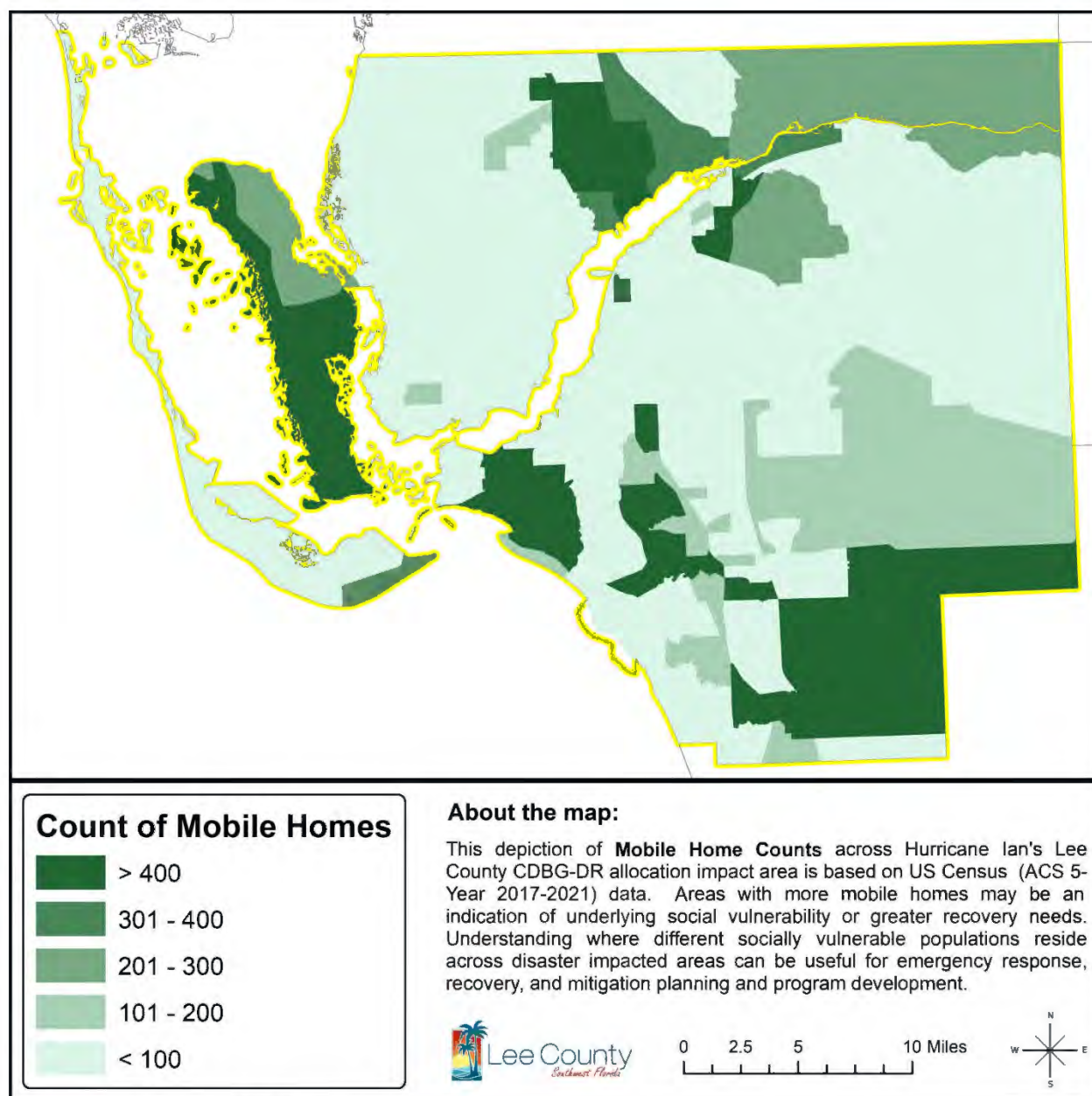


Figure 21 - The Mobile Home Counts in Lee County.⁸²

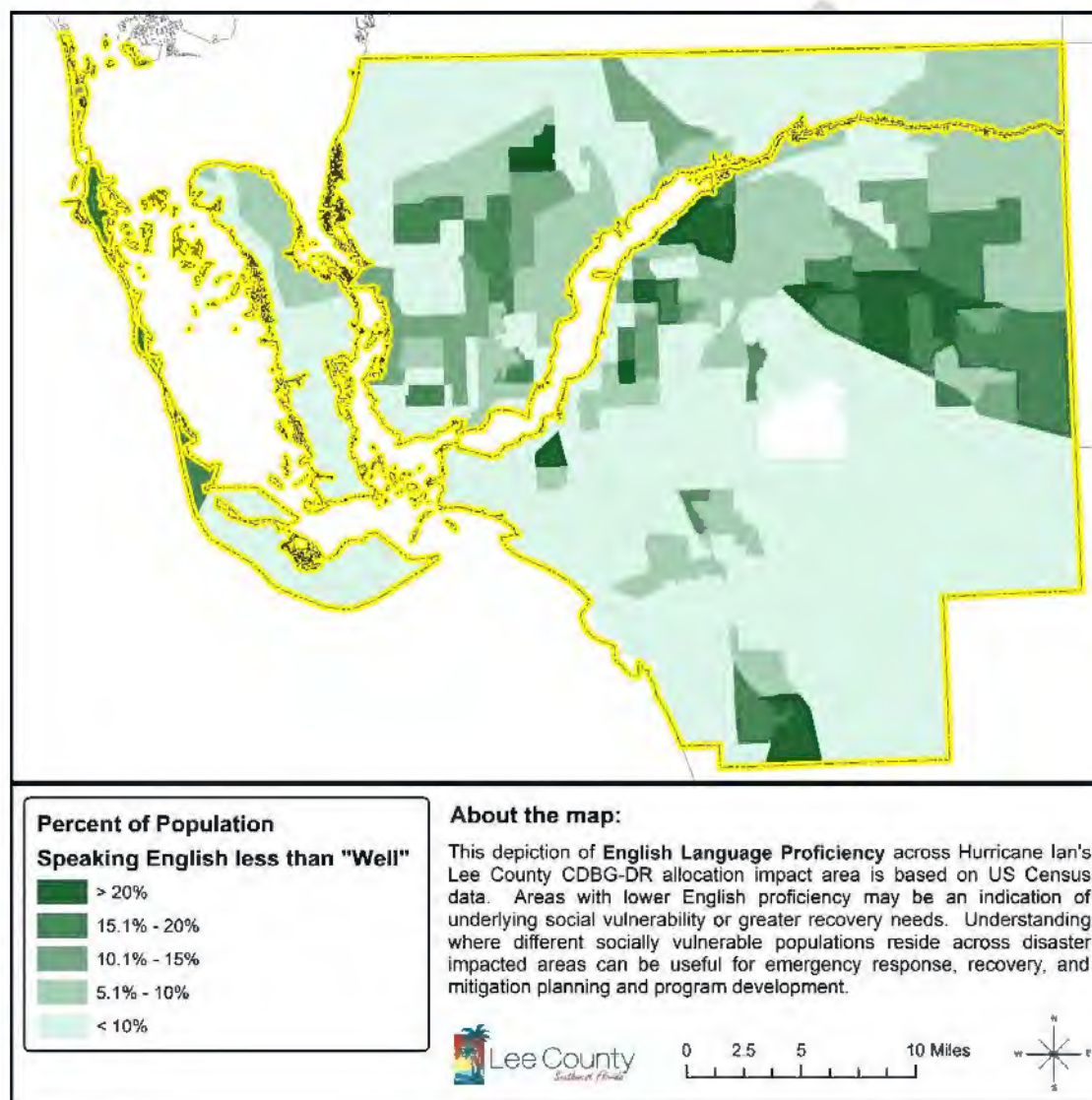
⁸² Map generated from Census ACS 2017-2021

[https://data.census.gov/table?q=B25024&g=050XX00US12071\\$1400000&y=2021](https://data.census.gov/table?q=B25024&g=050XX00US12071$1400000&y=2021) tract level data for Lee County

g) LIMITED ENGLISH PROFICIENCY BREAKDOWN OF DISASTER-RELATED AREAS

Table 31 - Individuals that Speak English Less than Very Well in Lee County.

County	Estimate Speak English Less Than Very Well	Percent Speak English Less Than Very Well
Lee County	69,811	9.72%

Source: 2021 ACS 1-Year Estimates Subject Tables - S1601 LANGUAGE SPOKEN AT HOME⁸³Figure 22 - The percent population speaking less than "Well" by Census Tract in Lee County.⁸⁴⁸³ <https://data.census.gov/table?q=s1601&g=050XX00US12071&tid=ACST5Y2021.S1601>⁸⁴ Map generated from Census ACS 2016-2020[https://data.census.gov/table?q=B06007&g=050XX00US12071\\$1400000&y=2020](https://data.census.gov/table?q=B06007&g=050XX00US12071$1400000&y=2020) tract level data for Lee County

h) POINT-IN-TIME COUNT – TYPE OF SHELTER

Table 32 - Point-in-Time Count - Type of Shelter.

Geography	Emergency Shelter	Transitional Housing	Unsheltered Homeless	Total Known Homeless
Statewide	10,040	4,041	11,746	25,959
FEMA Declared*	5,340	1,985	5,227	12,618
Lee County (MID)	264	0	593	857

Source: 2022 Point In Time Count, HUD Exchange, PIT and HIC Data Since 2007 ⁸⁵

*FEMA Declared Counties do not overlap completely with CoC jurisdictions. The following CoC's were used for the above figures: FL-500, FL-501, FL-502, FL-503, FL-504, FL-506, FL-507, FL-508, FL-512, FL-517, FL-520, FL-602, FL-603, FL-606

i) POINT-IN-TIME COUNT – IMPACTED BY DISASTER

Table 33 - The point-in-time count – impacted by disaster.

County	Emergency Shelter	Transitional Housing	Unsheltered Homeless	Total Known Homeless
Statewide	10,040	4,041	11,746	25,959
FEMA Declared*	5,340	1,985	5,227	12,618
Lee County (MID)	264	0	593	857

Source: 2022 Point In Time Count, HUD Exchange, PIT and HIC Data Since 2007 ⁸⁶⁷⁰

*FEMA Declared Counties do not overlap completely with CoC jurisdictions. The following CoC's were used for the above figures: FL-500, FL-501, FL-502, FL-503, FL-504, FL-506, FL-507, FL-508, FL-512, FL-517, FL-520, FL-602, FL-603, FL-606

j) ASSISTED HOUSING IMPACTED BY THE DISASTER

Table 34 - The housing Choice Vouchers, Low Income Housing Tax Credit (LIHTC), and Public Housing Units for Lee County.

County	Total Housing Choice Vouchers	Total Impacted Housing Choice Voucher Units	Total LIHTC Units	Total Impacted LIHTC Units	Total Public Housing Dwelling Units	Total Impacted Public Housing Dwelling Units	Remaining Unmet Need
Lee County	2,231	2,231	3,688	3,688	1,069	1,069	\$16,000,000

Source: [Housing Choice Vouchers by Tract](#) | [Housing Choice Vouchers by Tract](#) | [HUD Open Data Site \(arcgis.com\)](#); [Low-Income Housing Tax Credit Properties](#) | [Low-Income Housing Tax Credit Properties](#) | [HUD Open Data Site](#)

⁸⁵ 2007 <https://www.hudexchange.info/resource/3031/pit-and-hic-data-since-2007/>⁸⁶ 2007 <https://www.hudexchange.info/resource/3031/pit-and-hic-data-since-2007/>

*(arcgis.com); Public Housing Developments | Public Housing Developments | HUD Open Data Site (arcgis.com)
Accessed May 25, 2023*

k) NATURAL AND ENVIRONMENTAL HAZARDS

Lee County complies with the environmental requirements for 24 CFR 58. This environmental review process provides a mechanism to identify potential environmental conditions that may impact affected populations, including members of protected classes, vulnerable populations, and underserved communities. The reviews also consider means to mitigate adverse impacts or provide alternate assistance in the recovery process. At a minimum, every project site is inspected and evaluated for potential hazardous materials and contamination, giving specific attention to any proposed site on or in the general proximity of such areas as industrial corridors, waterways, EPA superfund sites, brownfields, leaking underground storage tanks, etc. In addition, the proximity to hazardous facilities which store, handle, or process hazardous substances as part of the decision-making and mitigation processes.

Tier 1 Environmental Reviews will be conducted in accordance with 24 CFR 58 for Lee County. Site-specific reviews will be conducted to further evaluate certain factors during the Tier 2 reviews as outlined in the Tier 1 reviews. For all projects that do not meet the scope of the tiered reviews separate environmental reviews in accordance with 24 CFR 58 will be conducted. Lee County will prioritize safe, decent, and affordable housing for vulnerable populations, protected classes, and underserved communities.

Lee County will execute resiliency planning methods that incorporate data analyzed via social vulnerability as well as public involvement. Resiliency planning will incorporate measures to strategically align resources to drive resilience, especially those that provide protection for the most vulnerable, consistent with HUD's direction to Affirmatively Further Fair Housing.

It has been recognized that storm and flood-related risk often corresponds with a high level of social vulnerability, compounding the impact of flood events with the challenges of poverty for many victims. This Action Plan shows the social vulnerability across the county, as well as exposure to flood, storm, and coastal hazards. Recovery can have long-term negative impacts on household wealth, mental health, and community cohesion. Moreover, as illustrated by the Social Vulnerability Index (SoVI®) analysis below, many of Lee County's most disaster-prone and historically impacted geographies are co-located with pockets of vulnerable populations, including concentrations of poverty and populations of various racial and ethnic disparity.

a. Social Vulnerability Index (SoVI)

Planning for disaster recovery through the Rawlsian Equity⁸⁷ approach requires a deep commitment to assisting those members of our society with the most needs following a disaster event. The County has taken a cutting-edge approach to its disaster recovery process by assessing social vulnerability as part of its recovery strategy. A social vulnerability index, utilizing the most recent census data (2016-2020), measures the social vulnerability of all census tracts with population in the county PDD 4673 area of interest. The index is a comparative metric facilitating examination of differences in social vulnerability across census tracts, the building blocks of counties. It graphically illustrates the variation in social vulnerability across the impact area, shows where there is uneven capacity for preparedness and response, and helps pinpoint where resources might be used most effectively to reduce the pre-existing vulnerability and encourage recovery. Utilizing social vulnerability is also useful as an indicator in determining the differential recovery from disasters.

The social vulnerability index synthesizes socioeconomic variables, which the research literature suggests contributes to reduction in a community's ability to prepare for, respond to, and recover from hazards. Here, 29 different variables (*Table 36*) are combined to create a unique view of social vulnerability for any area of interest. The County utilized the social vulnerability index here for several reasons:

- Its past success at providing actionable and useful information to decision makers. Social vulnerability data was instrumental in targeting resources to those who were in most need during recovery and rebuilding operations in South Carolina following the catastrophic flooding of 2015 and has been a key aspect of impact and unmet needs assessment since that time. The October 2015 flooding in South Carolina was the first implementation of a methodology to understand pre-event social conditions across the impact area in a post-event recovery context. Social vulnerability was utilized by the state disaster recovery office to identify target areas across the states that would require outside assistance to rebound from this disaster. CDBG-DR supported recoveries South Carolina⁸⁸, Puerto Rico⁸⁹, and West Virginia⁹⁰ (among others) coupled social vulnerability data with FEMA, NFIP, and SBA support to rapidly

⁸⁷ <https://www.crf-usa.org/bill-of-rights-in-action/bria-23-3-c-justice-as-fairness-john-rawls-and-his-theory-of-justice>

⁸⁸ [https://scor.sc.gov/sites/scor/files/Documents/Mitigation/South%20Carolina%20Mitigation%20Action%20Plan%20\(March%2026%2C%202020\).pdf](https://scor.sc.gov/sites/scor/files/Documents/Mitigation/South%20Carolina%20Mitigation%20Action%20Plan%20(March%2026%2C%202020).pdf)

⁸⁹ <https://cdbg-dr.pr.gov/en/download/action-plan-amendment-8-nonsubstantial-amendment-effective-on-february-25-2022/>

⁹⁰ https://wvfloodrecovery.com/wp-content/uploads/resources/WV-Action-Plan-hyperlinked_final_submission-to-HUD-042117.pdf

highlight areas with greatest need for additional recovery resources and, more importantly, to determine unmet needs.

- Utilizing empirically based measures of community social vulnerability provides an “apolitical” approach for distributing scarce disaster recovery dollars and rebuilding resources for the most benefit to the places that were most impacted and least able to bounce back on their own from this disaster.
- Social vulnerability information also provides an empirically driven approach to graphically illustrate and assist Voluntary Organizations Active in Disasters (VOADs) in prioritizing their recovery efforts. Understanding where socially vulnerable populations are located in relation to disaster damages can expedite recovery, implementing data-driven assessment tools to guide actionable and expedited impact to the most vulnerable populations.

Table 35 - The social vulnerability index inputs.

Name	Minimum	Maximum	Mean
Median Age (MEDAGE)	22.80	82.20	51.26
Percent Black (QBLACK)	0.00	0.84	0.07
Percent Native American (QNATAM)	0.00	0.05	0.00
Percent Asian (QASIAN)	0.00	0.17	0.02
Percent Hispanic (QHISP)	0.00	0.69	0.18
Percent Population under 5 years or 65 and over (QAGEDEP)	0.09	0.91	0.38
Nursing Home Residents Per Capita (QNRRES)	0.00	0.25	0.00
Percent Female (QFEMALE)	0.27	0.63	0.51
Percent Female Headed Households (QFHH)	0.00	0.49	0.09
Percent Unoccupied Housing Units (QUNOCCHU)	0.02	0.98	0.26
Percent Renters (QRENTER)	0.00	0.83	0.21
People per Unit (PPUNIT)	1.41	4.37	2.57
Per Capita Income (PERCAP)	\$9,349.88	\$135,227.93	\$36,562.08
Percent Speaking English as a Second Language with Limited English Proficiency (QESL)	0.00	0.37	0.08
Percent with Less than 12th Grade Education (QED12LES)	0.00	0.50	0.10
Percent Employment in Extractive Industries (QEXTRCT)	0.00	0.31	0.01
Percent Employment in Service Industry (QSERV)	0.00	0.48	0.18
Percent of Housing Units with No Car (QNOAUTO)	0.00	0.35	0.05
Percent Civilian Unemployment (QCVLUN)	0.03	0.67	0.27
Percent Poverty (QPOVTY)	0.00	0.52	0.11
Percent Mobile Homes (QMOHO)	0.00	0.93	0.10
Percent Female Participation in Labor Force (QFEMLABR)	0.22	0.74	0.48
Percent Households Receiving Social Security Benefits (QSSBEN)	0.10	0.94	0.48
Percent of Children Living in 2-parent families (QFAM)	0.00	1.00	0.65
Percent Households Earning over \$200,000 annually (QRICH200K)	0.00	0.38	0.07
Median Gross Rent (MDGRENT)	\$0.00	\$3,501.00	\$1,355.85
Median Housing Value (MDHSEVAL)	\$17,500.00	\$2,000,001.00	\$280,843.64
Percent of population without health insurance (QUNINSURED)	0.00	0.46	0.12
Percent of households spending more than 40% of their income on housing costs (QHSEBURDEN)	0.04	0.61	0.32

Source: Social vulnerability index data⁹¹

For Lee County, the SoVI index has high utility as a decision-support tool for planning land recovery. The social vulnerability index metric turns historical disaster impact measures into actionable information for emergency managers, recovery planners, and decision makers. It empirically measures and visually depicts a population's (in)ability to adequately prepare for, respond to, and rebound from disaster events. Operationally, social vulnerability assessments are now part of FEMA's Geospatial Framework, the set of spatial products delivered automatically by FEMA upon Presidential Disaster Declaration. An overview of variables influential in how social vulnerability is manifest across Lee County for Hurricane Ian impacted area of Lee County are shown in *Table 37* below.

Table 36 - Social Vulnerability for Hurricane Lee County Census Tracts.

Factor	Vulnerability Influence	Description	% Variance Explained	Dominant Variables	Component Loading
1	↑	Age and Dependence	26.9249	Low Median Age (MEDAGE) Low % beneficiaries (QSSBEN) Low % Age Dependent Populations (QAGEDEP) High Occupancy Housing (PPUNIT) Lower % Vacant Homes (QUNOCCHU) Ethnicity (Hispanic) (QHISP) Female Headed Households (QFHH)	-0.9417 -0.9155 -0.9120 0.8744 -0.7316 0.7263 0.7024
2	↓	Wealth	10.6272	House Value (MDHSEVAL) Wealth (QRICH200K) Wealth (PERCAP)	0.8024 0.7107 0.6743
3	↑	Access Barrier and Housing Cost Burden	9.5257	No Auto Access (QNOAUTO) High Housing Cost Burden (QHSEBURDEN) Renters (QRENT)	0.7985 0.7476 0.6188
4	↑	Employment Type and Poverty	7.4032	Employment (Primary Sector) (QEXTRCT) Poverty (QPOVTY) Low rent (MDGRENT)	0.8665 0.5710 -0.5700
5	↑	Gendered Employment and Gender	6.9444	Gendered (Female) Employment (QFEMLBR) Gender (Female) (QFEMALE) Populations with Health Insurance (QUNINSURED)	0.8585 0.7147 -0.3991
6	↑	Household Structure and Race	6.0450	Low % Children in 2 parent families (QFAM) Low % Asian Populations (QASIAN) Race (Black) (QBLACK)	-0.6202 -0.5611 0.5380
7	↑	Race and Dependence	3.8228	Race (Native American) (QNATAM) Low nursing home residents per capita (QNRRES) Gender (Female) (QFEMALE)	0.7065 -0.3076 0.2843
Total Variance Explained			71.293		

Source: Social vulnerability index data⁹²

In Lee County, social vulnerability is mainly driven by seven specific combinations of input variables that increase vulnerability in certain places. SoVI can be manifest by:

⁹¹ <https://www.vulnerabilitymap.org/>

⁹² <https://www.vulnerabilitymap.org/>

- Age and Dependence (aging populations, high occupancy households, higher Hispanic populations, and female-headed households);
- Lack of wealth;
- Access Barriers (no automobiles, high cost of home ownership, housing burden related to the percentage of income spent on housing costs, and higher renter populations);
- Extractive Industry (employment and poverty in areas with lower rent costs);
- Lack of health insurance or higher rates of female headed households;
- Higher black populations; and
- Native American populations.

Social vulnerability across Lee County using a 3-Class SoVI (*Figure 23* and *Figure 24*) depict several areas where populations have a lower ability to prepare for, respond, to, and ultimately rebound from disasters, including: Matlacha, Pine Island, North Cape Coral, North Fort Myers, and the Lehigh Acres areas, as well as smaller areas of social vulnerability in Harlem Heights, Calusa Palms, and Cypress Lake in Fort Myers and the Caloosahatchee area of Cape Coral.

Although the 5-class SoVI representation provides more detail about how social vulnerability manifests across Lee County, utilizing the 3-class SoVI streamlines the process of unifying it with land impact and recovery support data in meaningful ways.

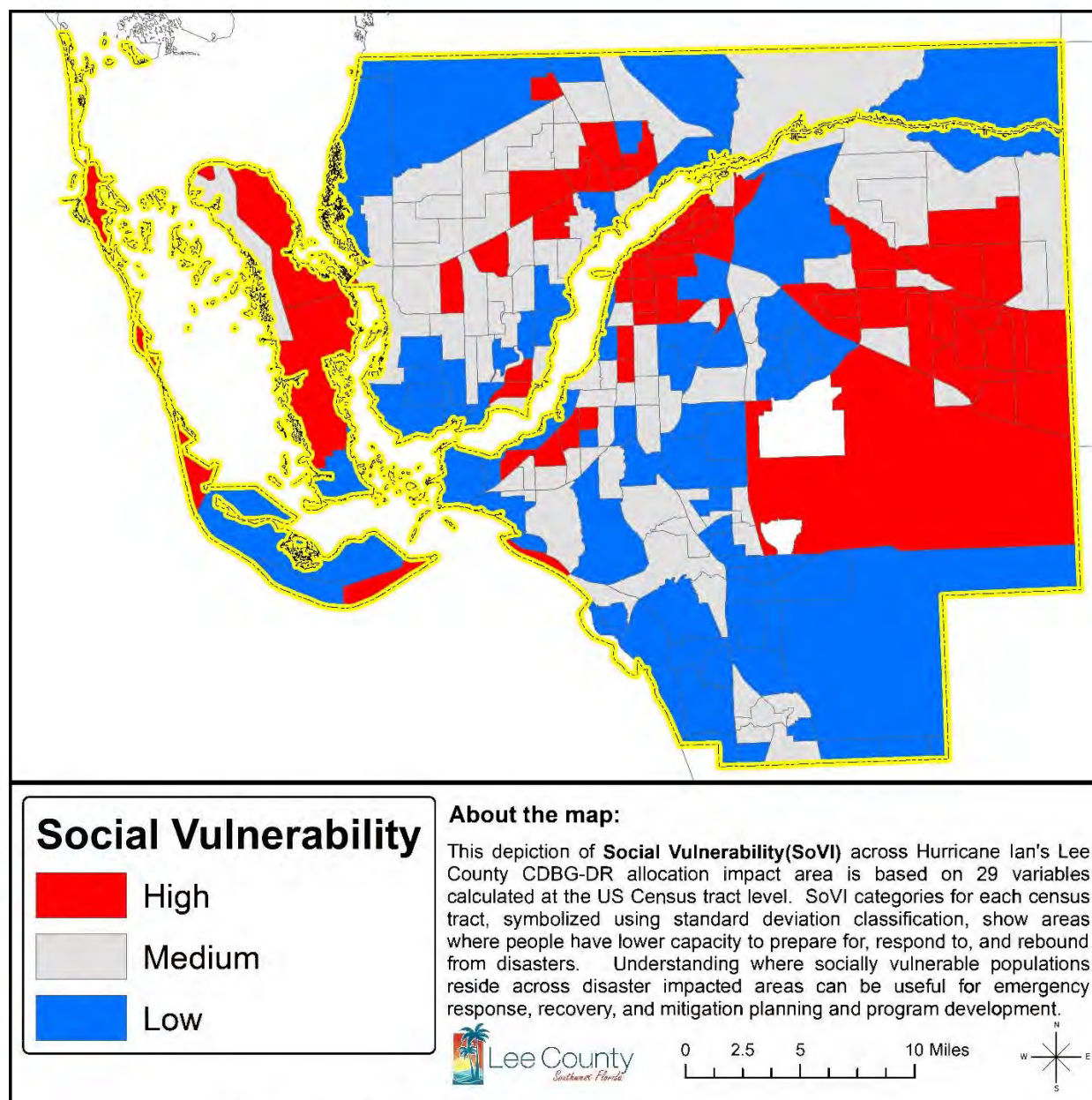


Figure 23 - The 3-Class Level Social Vulnerability Index (SoVI) by Census Tract for Lee County. ⁹³

⁹³ Map generated from data using UCF's Vulnerability Mapping and Analysis platform: www.vulnerabilitymap.org

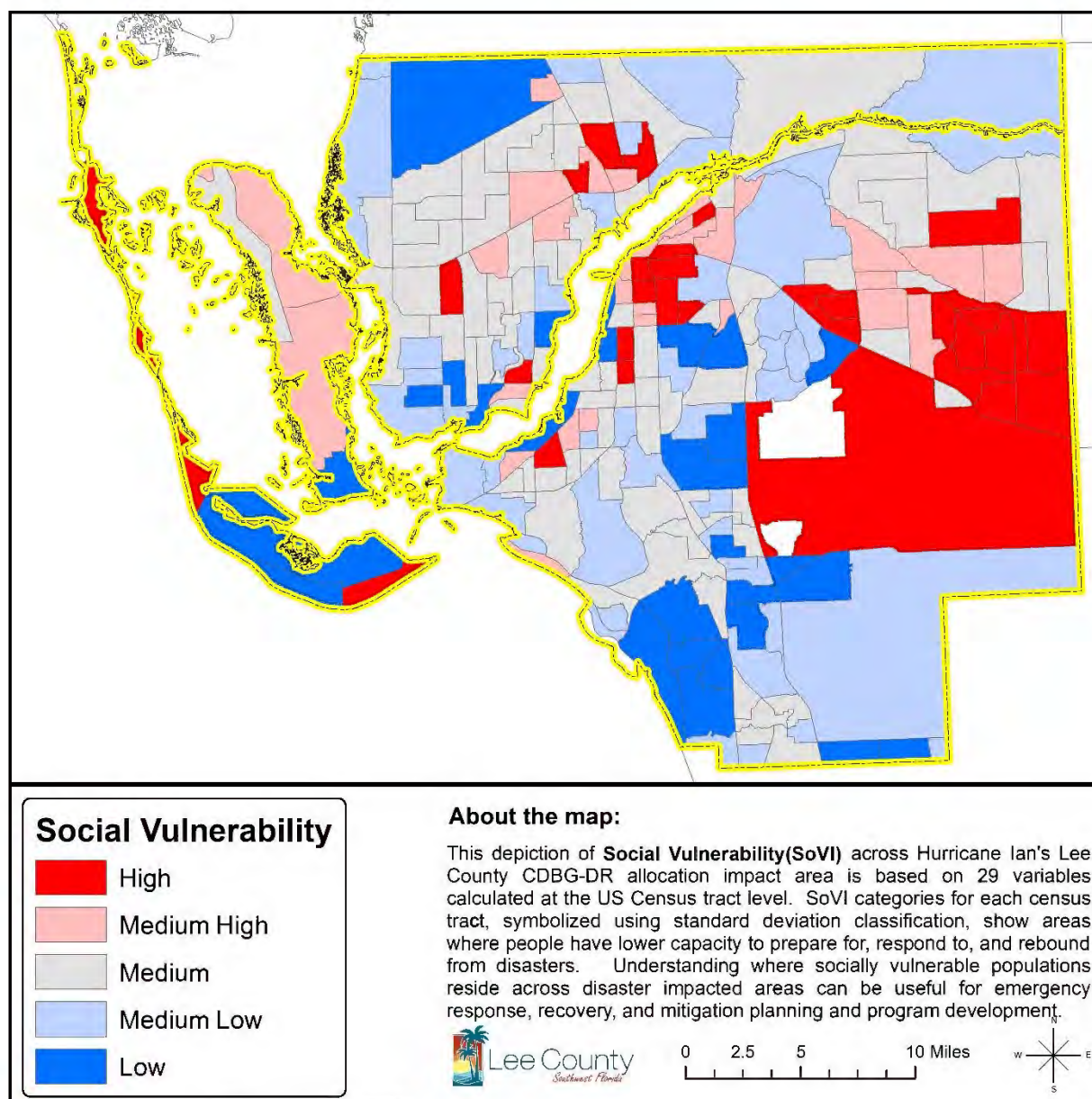


Figure 24 - The 5-Class Social Vulnerability Index (SoVI) by Census Tract for Lee County. ⁹⁴

b. Damage Assessment and Real Property Verified Loss (RPFVL)

FEMA data⁹⁵ provides a broad summary of disaster survivors, damage, and funding at the zip code level across Lee County's Hurricane Ian impacted areas. Aggregating individual applicant information to the zip code level enables a visual depiction of damage from various perspectives, including total Real Property FEMA Verified Loss (RPFVL), average loss, and counts of FEMA

⁹⁴ Map generated from data using UCF's Vulnerability Mapping and Analysis platform: www.vulnerabilitymap.org

⁹⁵ <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

applicants with a Lee County REFVL. These three distinct perspectives on the same dataset can help identify not only where disaster survivors were impacted, but also provide a measure of intensity and magnitude of Ian's impacts across the Area of Impact (AOI).

An assessment of total damage indicates that Sanibel Island, much of Fort Myers Beach, as well as North Fort Myers absorbed the brunt of Hurricane Ian's impact. Four zip codes in Lee County each sustained greater than \$50,000,000 in Real Property FEMA Verified Losses and an additional four zip codes had between \$25,000,000 - \$50,000,000 in losses. (Figure 25)

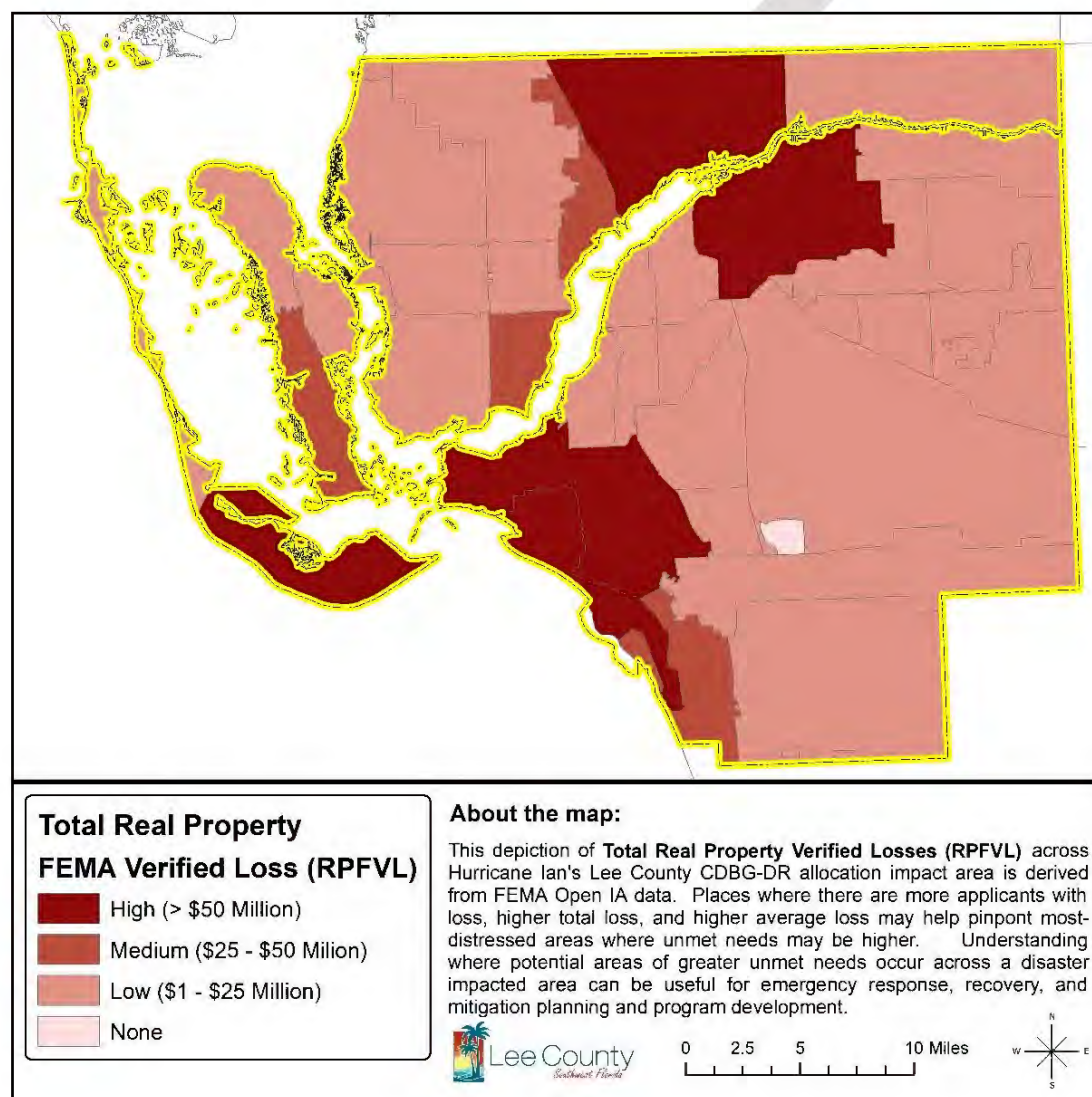


Figure 25 - The total Real Property FEMA Verified Loss (RPFVL). ⁹⁶

⁹⁶ Map generated by summarizing FEMA Open Valid Registrant data: <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

Total losses clearly depict where the greatest amount of damage occurred across the County from Hurricane Ian, but summarizing losses alone may not provide a complete picture of the impacts in terms of the number of damaged structures and the relative intensity of damage. To pinpoint where higher relative damage occurred and identify those areas with more damaged housing requires an assessment of the Real Property FEMA Verified Loss (RPFVL) data in two additional ways, namely: damage assessed through averages and damage assessed through counts of applicants impacted. Mapping places by average RPFVL (*Figure 26*) highlights several additional areas, including southern Pine Island, and the entire coastal area south of Fort Myers Beach. In total, six zip codes had higher than \$8,000 in average real property losses and another four zip codes had between \$4,000 - \$8,000 in average real property losses.

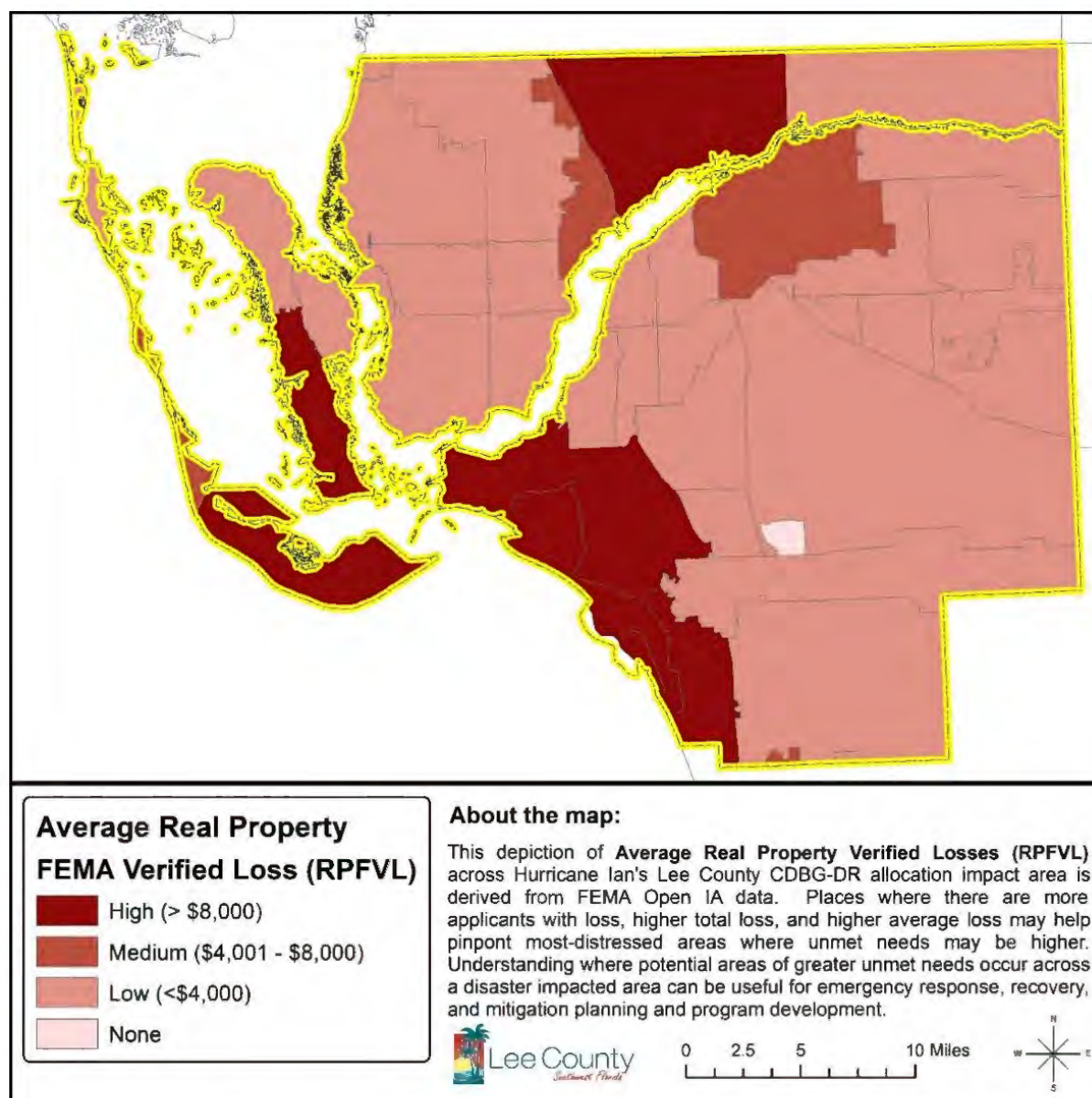


Figure 26 - Average Real Property FEMA Verified Loss (RPFVL).⁹⁷

Like total losses, average real property losses do not provide a complete picture of the most-impacted survivors. Zip codes with higher average damage can be categorized into either place with fewer high dollar losses, or places where many Lee County residences suffered moderate losses. Forming a more comprehensive understanding of Ian's impacts and pinpointing the most-impacted areas require the addition of a third perspective of the same FEMA dataset – namely the count of applicants with RPFVL (Figure 27). Mapping counts of applicants with any level of

⁹⁷ Map generated by summarizing FEMA Open Valid Registrant data: <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

RPFVL provides a slightly different pattern of impacts across the Ian AOI. In addition to the areas highlighted by total and average losses, most of Cape Coral and an additional zip code in Pine Island/Matlacha appear to be the most impacted.

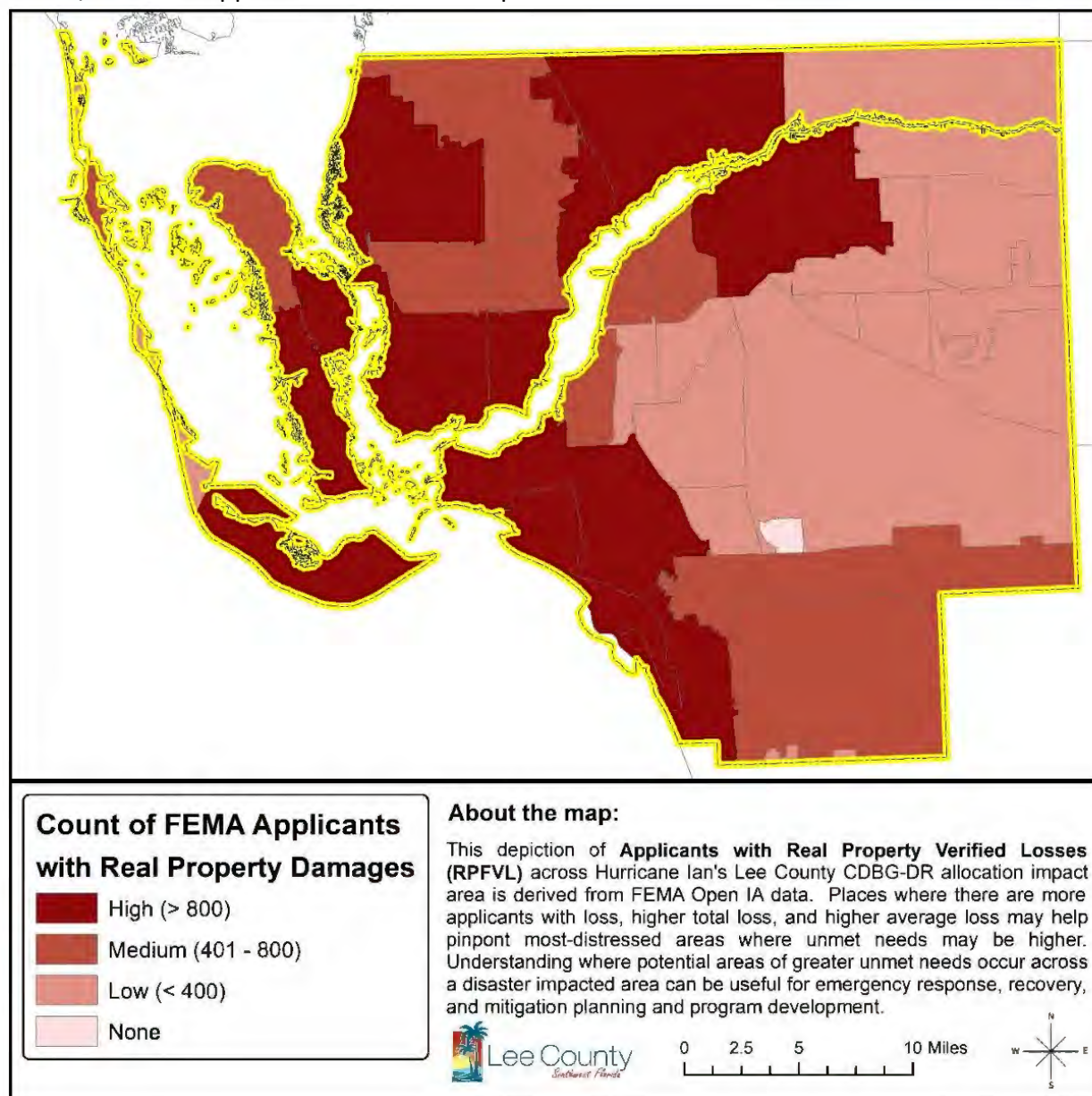


Figure 27 - The count of applicants with real property damages. ⁹⁸

Combining these three perspectives on Ian's impact provides perhaps the clearest representation of where more people experienced damage, where that average damage was higher, and where

⁹⁸ Map generated by summarizing FEMA Open Valid Registrant data: <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

there were more damaged housing units. Creating a composite RPFVL score ranging from 0 – 9 clearly indicates the impacts to coastal Lee County, North Fort Myers, Sanibel, Pine Island, and North Fort Myers (*Figure 28*). These places contain disaster survivors who had higher damages in greater numbers than the remainder of the AOI.

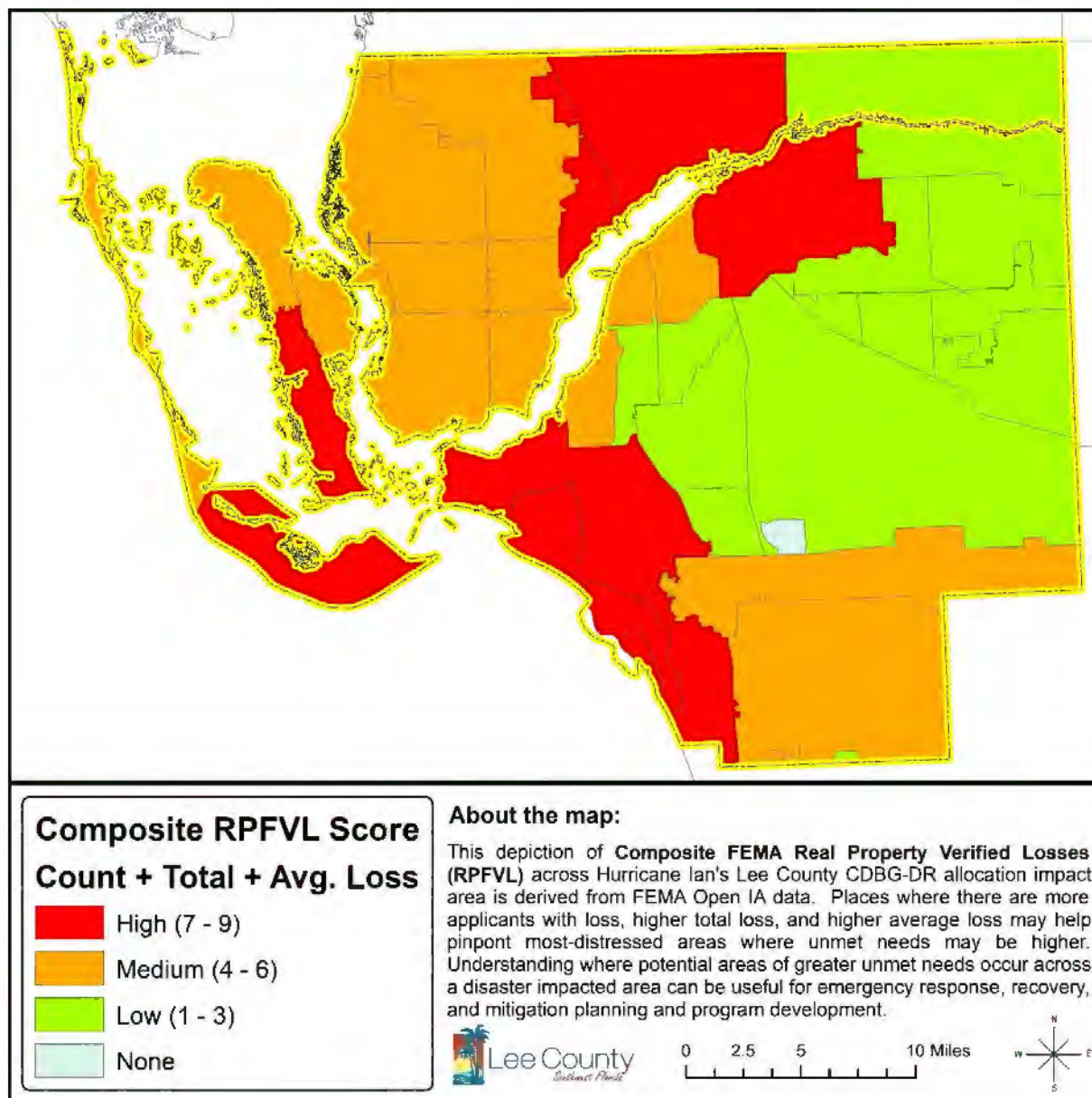


Figure 28 - The composite RPFVL score displaying the combination of the Count of applicants with real property loss, total RPFVL, and average real property loss.⁹⁹

⁹⁹ Map generated by summarizing FEMA Open Valid Registrant data: <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

Recognizing that impoverished and otherwise marginalized populations (those with higher social vulnerability) will have a harder time recovering from disaster, it is important to assess the impact data through the lens of equity. The social vulnerability index provides a replicable, science-based approach to understanding where the populations least able to prepare for, respond to, and rebound from disasters live. *Figure 29* provides a visual of social vulnerability (2020) based on Cutter et al. (2003)¹⁰⁰ across the AOI. A different pattern begins to emerge where more socially vulnerable census tracts appear in eastern Lee County, North Fort Myers, less inhabited areas of Sanibel Island, and scattered areas of Cape Coral. People living in these areas would likely be considered the most at-risk population because they are highly susceptible to shocks such as major disasters and will have difficulty recovering without significant support.

Combining social vulnerability with the composite RPFVL score to create bivariate representations creates a depiction of the MID areas. Here, a focus on dark burgundy areas in *Figure 29* would aid places with higher average losses and higher total losses in general. These burgundy areas also show where high social vulnerability and high numbers of disaster survivors are located. Here, several areas at the intersection of losses (most impacted) and social vulnerability (distress) across the county are apparent, including several census tracts in North Fort Myers, Pine Island, Sanibel, coastal Fort Myers, and north central Fort Myers account for large areas where vulnerability and disaster losses intersect.

¹⁰⁰ <https://doi.org/10.1111/1540-6237.8402002>

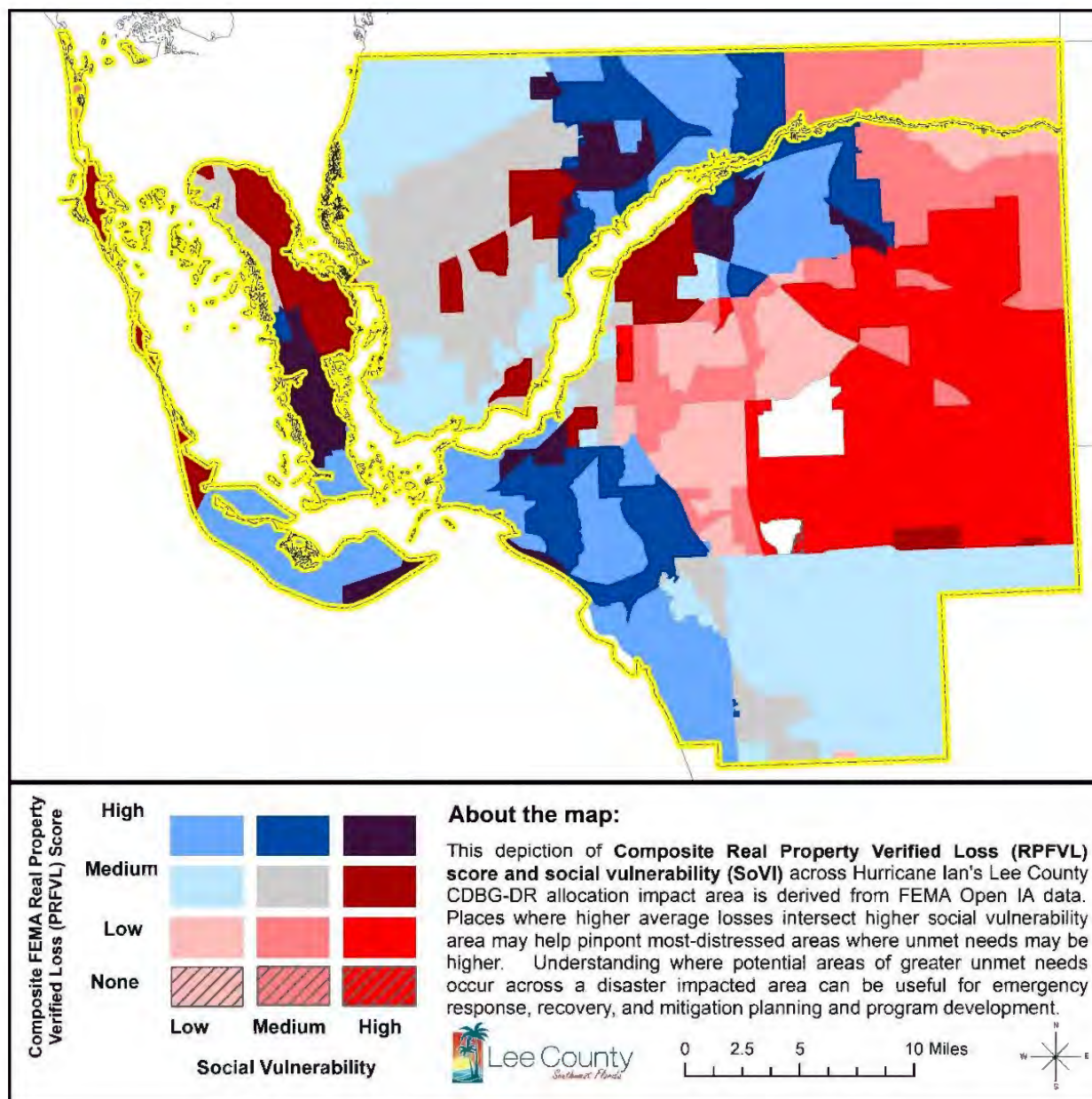


Figure 29 - The bivariate map displaying average real property loss and social vulnerability. ¹⁰¹

¹⁰¹ Map generated by summarizing FEMA Open Valid Registrant data: <https://www.fema.gov/openfema-data-page/individuals-and-households-program-valid-registrations-v1>

C. INFRASTRUCTURE UNMET NEED

1. DISASTER DAMAGE AND IMPACTS – INFRASTRUCTURE

As Hurricane Ian made landfall on Sept. 28, 2022, it became clear that the Category 4 storm would drastically change the landscape of critical and public infrastructure in the County. The infrastructure systems affected by Hurricane Ian's widespread damage included damage to energy systems, roadways, bridges, traffic controls, water and wastewater treatment systems, septic systems, cell towers, and voice and data services. Transportation was hazardous as water and debris, including many boats, blocked roads; there were downed trees and power lines, and traffic lights were out. Both the Sanibel Causeway (see *Figure 30*) and the Matlacha Pass Bridge were severely damaged during the storm; until repairs were made those barrier island areas were inaccessible by car. Public facilities such as hospitals and schools experienced damage. Some local hospitals evacuated patients because the building had no running water. Lee County schools were impacted; 119 suffered minor damages, 14 suffered significant damage.¹⁰² Community resources were closed, some for many months, due to damage including homeless shelters, domestic violence shelters, the local behavioral health crisis stabilization unit, and libraries. Both navigable waterways and drainage canals required debris removal efforts. Beaches, parks, and preserves received significant damage during Hurricane Ian, including damage to natural features, park structures, and amenities. Post-storm emergency management response teams documented the status and monitored the systems as clean-up or temporary repairs were completed.

The widespread and significant damages described above, assisted in identifying the County's unmet infrastructure needs as \$3 billion. *Table 38* represents the estimated total unmet needs broken out by each Infrastructure program and is further explained in the following sections.

Table 37 - A summary of infrastructure unmet need by program.

Infrastructure Unmet Need by Program	Estimated Number of Projects	Estimated Unmet Need
PA (Cat C-G) Non-Federal Cost Share*	942	\$288,647,344
HMGP Non-Federal Cost Share	167	\$377,069,006
FHWA Non-Federal Match	7	\$85,860,842
Lee County Non-Match Projects	47	\$491,667,060
Recovery Task Force Project Submissions**	75	\$1,797,381,358
Total	1238	\$3,040,625,610

¹⁰² [Southwest Florida school district targeting mid-October for reopening after Hurricane Ian](#)

*PA Non-Federal Cost Share (25%) + Resiliency (+30%) + Building/Materials (+38%)

**An estimated portion of the Lee County Recovery Task Force infrastructure project submissions were included based on a preliminary CDBG-DR eligibility review.

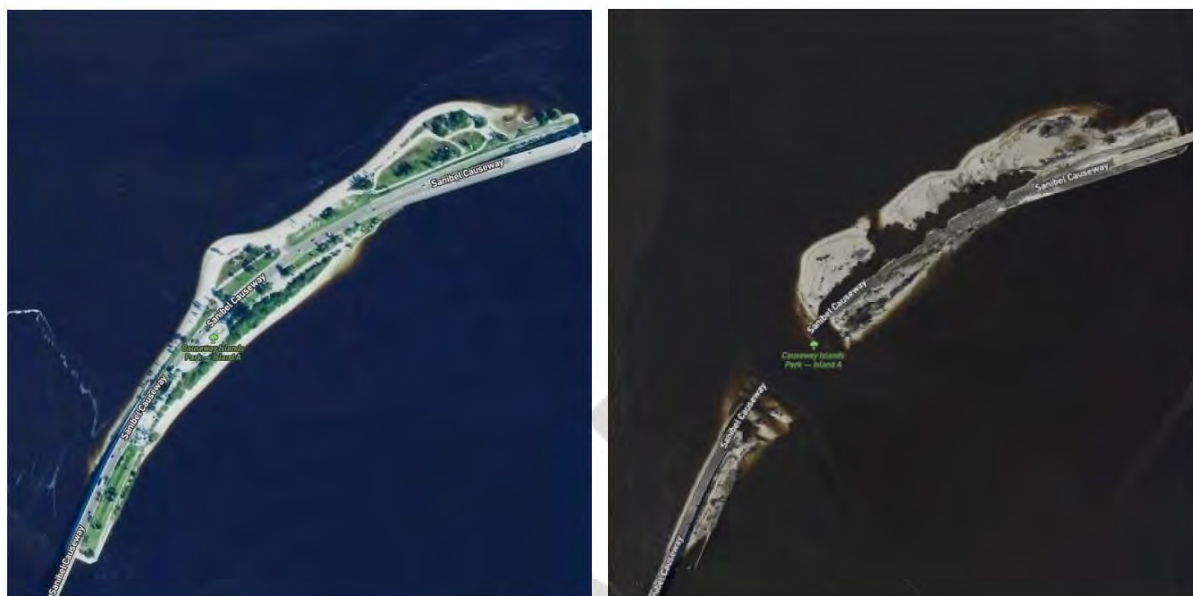


Figure 30 - Before and after imagery of a portion of the Sanibel Causeway, showing the damage of Hurricane Ian¹⁰³

The following paragraphs describe the impact and unmet needs related to Hurricane Ian's impacts to infrastructure in the County. Specific references are made to infrastructure damage and challenges to recovery, with an emphasis on FEMA Public Assistance (PA) non-Federal cost share, FEMA Hazard Mitigation Grant Program (HMGP) non-Federal cost share, the Federal Highway Administration (FHWA) non-Federal Match, and non-match projects not covered by other grant sources.

For Hurricane Ian, cost share percentages are as follows:

- **FEMA PA Non-Federal Cost Share:** The Federal share of assistance is 75 percent of the eligible project cost, requiring the local government to contribute the remaining 25 percent in cost share.
- **FEMA HMGP Non-Federal Cost Share:** The Federal share of assistance is 75 percent of the eligible project cost, requiring the local government to contribute the remaining 25 percent in cost share.

¹⁰³ NOAA Remote Sensing Division and <https://storms.ngs.noaa.gov/storms/ian/index.html#17/26.4797/-82.02219>

- **FHWA Non-Federal Match:** The Federal share of assistance is 80 percent of the eligible project cost, requiring the local government to contribute the remaining 20 percent in cost share.

The County and the Recovery Task Force have identified significant unmet needs for non-match projects. The County intends to implement a range of eligible CDBG-DR projects, such as utility repair, road repair, sewer extensions, and stormwater drainage improvements. Additional non-match projects were identified by Lee County's Recovery Task Force, which engaged local partners in identifying unmet needs throughout the County.

2. TOTAL COST AND NEED BY FEMA PA CATEGORY

FEMA's Public Assistance (PA) Program provides supplemental grants to state, tribal, territorial, and local governments, and certain types of private non-profits so that communities can quickly respond to and recover from major disasters or emergencies. Due to the catastrophic impact of Hurricane Ian across the County, data supports the need for a FEMA PA non-Federal cost share program. The County is in the process of documenting Hurricane Ian's severe damage to public facilities and infrastructure across the local municipalities. *Table 39* breaks down the FEMA PA sites and costs distributed by PA Category within the County. Category E – Building and Equipment, has the highest cost at an estimated \$338,078,327 with a total of 537 sites followed by Other under Category G. As per the data, the unmet needs for the non-federal cost share, Categories A through G, are estimated at \$236,782,757. Due to the nature of this program, Lee County anticipates that some of the specific needs included in the public assistance will have had a particular urgency, including existing conditions posing a serious and immediate threat to the health and welfare of the community. A further breakdown of PA projects is in *Appendix A*.

Table 38 - The estimated cost per FEMA PA Category A-G.

PA Category	Estimated Number of Damaged Sites (#)	Estimated Total Cost (\$)	Estimated Federal Cost Share (75%)	Estimated Non-Federal Cost Share (25%)
A – Debris*	93	\$245,404,160	\$198,466,146	\$46,938,014
B – Emergency Measures*	166	\$204,720,421	\$175,771,633	\$28,948,789
C – Roads and Bridges	23	\$13,190,530	\$9,892,897	\$3,297,632
D – Water Control Facilities	30	\$16,149,821	\$12,112,366	\$4,037,455

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E – Public Buildings and Equipment	537	\$338,078,327	\$253,558,746	\$84,519,581
F – Utilities	63	\$148,867,827	\$111,650,870	\$37,216,957
G – Other	289	\$127,297,316	\$95,472,987	\$31,824,329
Total	1201	\$1,093,708,402	\$856,925,645	\$236,782,757

*CDBG-DR funds are generally not used for damage identified in categories A and B.

Source: FEMA May 2023¹⁰⁴

Table 39 – The estimated Cost per PA Applicant Type Categories A-G.

Applicant Type	Estimated Federal Cost Share (75%)	Estimated Non-Federal Cost Share (25%)	Estimated Total Cost (\$)
City or Township Government	\$347,316,010	\$96,244,054	\$443,560,063
County Government	\$221,174,474	\$54,709,033	\$275,883,507
Nonprofit with 501C3 IRS Status	\$60,269,034	\$17,608,420	\$77,877,453
Nonprofit without 501C3 IRS Status	\$2,278,773	\$685,272	\$2,964,045
Public/Indian Housing Authority	\$10,747,881	\$3,582,627	\$14,330,508
Public/State Controlled Institution of Higher Education	\$11,578,001	\$3,663,299	\$15,241,299
Special District Government	\$206,491,169	\$60,290,054	\$266,781,223
Total	\$859,855,342	\$236,782,758	\$1,096,638,100

*CDBG-DR funds cannot be used for damage identified in categories A and B.

Source: FEMA May 2023¹⁰⁵

As noted above, the Federal share of assistance is 75 percent of the eligible project cost, requiring the local government to contribute the remaining 25 percent in cost share. It is yet to be determined for PA projects if a cost share adjustment will be authorized by the Federal government. In accordance with *Florida Statute (F.S.) 252.37 Financing*, “whenever the State of Florida accepts financial assistance from the Federal Government or its agencies under the federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the state shall provide the entire match requirement for state agencies and one-half of the required match for grants to local governments¹⁰⁶.” The County has

¹⁰⁴ <https://www.fema.gov/openfema-data-page/public-assistance-funded-projects-details-v1>

¹⁰⁵ <https://www.fema.gov/openfema-data-page/public-assistance-funded-projects-details-v1>

¹⁰⁶ <https://flsenate.gov/Laws/Statutes/2022/0252.37>

further broken down the Non-Federal cost share by 12.5 percent to obtain an accurate non-Federal cost share estimate.

Table 40 - The total estimated non-federal cost share by FEMA PA Category C-G.

PA Category	Estimated Number of Damaged Sites (#)	Estimated Total Project Cost (Federal and Non-Federal Share)	Estimated Federal Cost Share (75%)	Estimated Non-Federal Cost Share (25%)	Estimated Non-Federal Cost Share (12.5%)
C – Roads and Bridges	23	\$13,190,530	\$9,892,898	\$3,297,633	\$1,648,816
D – Water Control Facilities	30	\$16,149,821	\$12,112,366	\$4,037,455	\$2,018,728
E – Building and Equipment	537	\$338,078,327	\$253,558,745	\$84,519,582	\$42,259,791
F – Utilities	63	\$148,867,827	\$111,650,870	\$37,216,957	\$18,608,478
G – Other	289	\$127,297,316	\$95,472,987	\$31,824,329	\$15,912,165
Total	942	\$643,583,821	\$482,687,866	\$160,895,955	\$80,447,978

Source: FEMA May 2023¹⁰⁷

As established by HUD in 2013 under the allocation for Hurricane Sandy (78 FR 69104), the County has calculated a 30 percent increase which is used to incorporate resiliency components.¹⁰⁸ Since this resiliency add-on was used in 2013, and subsequently followed by many grantees in their unmet needs assessments to estimate the increased cost of compliance, the County has identified an unmet need of \$209,164,742 as noted in *Table 42*.

According to the Federal Reserve Economic Data Producer Price Index by Industry: Building Material and Supplies Dealers, there has been a consistent cost increase in building materials in recent years. The County compared the price index from May 2020 to April 2023 and notes that it reflects roughly a 38 percent Producer Price Index increase for building materials and supplies dealers.¹⁰⁹ The County has included 38 percent to reflect the increase in materials and supply costs that is anticipated for implementation of these projects.

¹⁰⁷ <https://www.fema.gov/openfema-data-page/public-assistance-funded-projects-details-v1>

¹⁰⁸ "From this base calculation, HUD calculates both the amount not covered by insurance and other federal sources to rebuild back to pre-disaster conditions as well as a 'resiliency' amount which is calculated at 30 percent of the total basic cost to rebuild back the most distressed homes, businesses, and infrastructure to pre storm conditions. The repair unmet needs are combined with the resiliency needs to calculate the total severe unmet needs estimated to achieve long-term recovery." [FR-5696-N-06](#)

¹⁰⁹ Producer Price Index by Industry: Building Material and Supplies Dealers, April 2023, <https://fred.stlouisfed.org/series/PCU44414441>

As noted in *Table 42*, resiliency and building materials increase of 38 percent combined with the 30 percent for increased cost of compliance and resiliency measures and the PA non-Federal cost share unmet need, excluding Categories A and B, is estimated at \$288,647,344. This number includes Categories C through G, roads and bridges, water control facilities, public buildings and equipment, utilities, and other public assistance needs.

Table 41 -The total Estimated Non-Federal Cost Share (25%) Plus Resiliency and Building/Materials Increase.

PA Category	Estimated Non-Federal Cost Share (25%)	Resiliency (+30%)	Estimated Non-Federal (25%) + Resiliency	Building / Materials (+38%)	Est. Non-Federal (25%) + Resiliency + Building / Materials
C – Roads and Bridges	\$3,297,633	\$989,290	\$4,286,922	\$1,629,030	\$5,915,953
D – Water Control Facilities	\$4,037,455	\$1,211,237	\$5,248,692	\$1,994,503	\$7,243,195
E – Building and Equipment	\$84,519,582	\$25,355,875	\$109,875,456	\$41,752,673	\$151,628,130
F – Utilities	\$37,216,957	\$11,165,087	\$48,382,044	\$18,385,177	\$66,767,220
G – Other	\$31,824,329	\$9,547,299	\$41,371,628	\$15,721,219	\$57,092,846
Total	\$160,895,955	\$48,268,787	\$209,164,742	\$79,482,602	\$288,647,344

Source: FEMA May 2023¹¹⁰

3. TOTAL COST AND NEED BY FEMA HMGP PROJECTS

The Hazard Mitigation Grant Program (HMGP) will be a critical part of the long-term recovery process in both rebuilding and protecting vital infrastructure. In addition to the PA unmet need noted above, the County has identified a significant burden on local governments for the HMGP non-Federal cost share. The Federal share of assistance is 75 percent of the eligible project cost, requiring the local government to contribute the remaining 25 percent in cost share. While some HMGP projects may be deemed ineligible for CDBG-DR match assistance, the County will work to identify those projects under mitigation funding for implementation (see Section I program details). *Table 43* outlines that for the 167 projects, there is a HMGP non-Federal cost share

¹¹⁰ <https://www.fema.gov/openfema-data-page/public-assistance-funded-projects-details-v1>

unmet need estimated at \$377,069,006. The program's narrative describes how resilience planning, preparedness, and mitigation measures will be integrated into rebuilding. A further breakdown of HMGP projects is in *Appendix B*.

Table 42 - Total Estimated HMGP Non-Federal Cost Share Unmet Need.

County	Estimated Number of HMGP Projects (#)	Estimated Total Cost (\$)	Estimated Federal Cost Share (75%)	Estimated Non-Federal Cost Share (25%)
Lee County	167	\$1,508,276,024	\$1,131,207,018	\$377,069,006

Source: Lee County Disaster Advisory Committee May 2023¹¹¹

4. TOTAL COST AND NEED FOR THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) PROJECTS

Hurricane Ian brought significant damage to the County's transportation corridors and was highlighted by the direct destruction of bridges and lifeline networks to the communities. Sections of the Sanibel Causeway, which connects Sanibel Island to mainland Florida, collapsed and were destroyed leaving those on the Island unable to evacuate following Hurricane Ian. The County reported that there were five major breaches resulting in access to the island being cutoff to roughly 6,700 people who call the island home.¹¹² The Sanibel Causeway is one of seven critical projects that connect communities to evacuation routes and allows access for emergency responders. The County has identified an estimated non-Federal cost share unmet need of \$85,860,842 for those seven projects. A further breakdown of FHWA projects is in *Appendix C*.

Table 43 - Total Estimated FHWA Non-Federal Cost Share Unmet Need.

County	Estimated Number of FHWA Projects	Estimated Total Cost (\$)	Estimated Federal Cost Share (80%)	Estimated Non-Federal Cost Share (20%)
Lee County	7	\$429,304,212	\$343,369,742	\$85,860,842

Source: Lee County Department of Transportation May 2023¹¹³

¹¹¹ List of HMGP projects were provided by the Lee County Disaster Advisory Committee

¹¹² ["Hurricane Ian destroyed sections of the Sanibel Causeway in Florida, cutting off access to the island community"](#)

¹¹³ List of FHWA projects were provided by the Lee County Department of Transportation

5. TOTAL COST AND NEED FOR NON-MATCH PROJECTS

In response to the massive and widespread devastation caused by Hurricane Ian, the Lee County Board of County Commissioners voted to form the Recovery Task Force (RTF) based on the FEMA National Disaster Recovery Framework. The RTF consists of 13 members who serve as liaisons to their communities by gathering input and direction.¹¹⁴ The County and the RTF requested that each jurisdiction submit their project-related unmet needs.

The County coordinated with the RTF to collect this information and received a series of non-match projects. Through the RTF, the jurisdictions submitted approximately 148 infrastructure projects with \$4.2 billion in estimated costs. Based on a preliminary review, some of these projects will not be eligible for CDBG-DR funding because of no storm tie-back or LMA benefit. To estimate the unmet needs for infrastructure using the RTF project submissions, Lee County has chosen a conservative estimate by including projects with unmet needs that appear to have a storm tie-back and benefit low- and moderate-income households. Additionally, a third of the projects that may have a storm tie-back and benefit low- and moderate- income populations (additional information would be needed) were included. The selection was limited to one third to not overstate the unmet needs. Based on the preliminary review of RTF projects and the logic above, unmet needs of \$1,797,381,358 was identified through RTF project intake.

In addition to the submissions noted above, the County conducted a preliminary review of project identified by County departments that may be eligible due to the tie back to Hurricane Ian or as mitigation projects. Based on the preliminary review of those projects, unmet needs of \$491,667,060 were identified. As the County works through build out of programs and projects, they will work with regional and local partners to identify any non-match planning activities independent of implementation funds as per the Federal Register Notice.

This project total for non-match projects comes to \$2,289,048,418. A summary breakdown of Recovery Task Force projects and Lee County projects is in *Appendix D*.

Table 44 - Non-match projects and related unmet need.

County	Estimated Number of Non-Match Projects	Estimated Unmet Need (\$)
Recovery Task Force Non Match Intake Project Submissions*	75	\$1,797,381,358
Lee County Non Match Projects	47	\$491,667,060
TOTAL	122	\$2,289,048,418

Source: Lee County's Recovery Task Force and Lee County department submissions¹¹⁵

*An estimated portion of the Lee County Recovery Task Force infrastructure project submissions were included based on a preliminary CDBG-DR eligibility review.

¹¹⁴ <https://www.resilientlee.com/>

¹¹⁵ Submissions made to the Lee County Recovery Task Form by local jurisdictions.

D. ECONOMIC REVITALIZATION UNMET NEED

1. DISASTER DAMAGE AND IMPACTS – ECONOMIC REVITALIZATION

Lee County consulted with internal departments who are directly engaged with the business community to gather information regarding economic revitalization unmet needs. A summary of their feedback is provided below, along with an analysis of Small Business Administration loans provided to the business community following Hurricane Ian.

Lee County Economic Development Office:

According to the County's Economic Development Director, a week after Ian:

- 98% of all the businesses on Fort Myers Beach were closed.
- 98% of the businesses on Sanibel were closed.
- 96% of the businesses on Pine Island were closed.
- 45% of the businesses in North Fort Myers were closed.
- 38% of the businesses in Cape Coral were closed and did not know what was ever going to re-open.

Businesses struggled to pay commercial rent/mortgage, suppliers, vendors, and/or workers. The County has seen 18,000 added jobs during a six-month period, which reflects a positive trend compared to an average of 10,000 to 15,000 new jobs a year from 2010 to 2020.¹¹⁶

As outlined in the *County's Economic Developments Post Ian Economic Health Analysis*, Hurricane Ian was expected to cause declining economic conditions, but in turn it has provided opportunities for revitalization along coastal and vulnerable communities. The analysis references the critical need to allocate CDBG-DR funding for new housing units and the infrastructure to support them.⁸⁴

Lee County Visitor & Convention Bureau:

The Lee County Visitor & Convention Bureau (VCB) gathered data showing Ian's impact on tourism in the County.

¹¹⁶ WGCU, "Lee County Economic Development Director John Talmage talks about recovery after Hurricane Ian: Moore About Business" <https://news.wgcu.org/section/business/2023-04-24/lee-county-economic-development-director-john-talmage-talks-about-recovery-after-hurricane-ian-moore-about-business>

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At the time Hurricane Ian landed, Lee County had hotel capacity of 14,320 rooms. As of October 19th, 2022, approximately 53% of those hotel rooms were closed or not available due to Hurricane Ian damage, leaving 6,661 rooms open. With recovery efforts still in process, as of June 29th, 2023, the number of hotel rooms available has increased to 9,991 (approximately 70% of total available rooms). The vast majority of hotels along the tourist driven beaches remain closed. These rooms command the highest room rate and generate the most Tourist Development Tax (TDT) revenue. As reflected in the charts below, TDT revenues and visitors streams suffered significant losses in late 2022 and early 2023.

- Tourist Development Tax Collections by Quarter (Fiscal Year)

Quarter	FY 2022	FY 2023	% Diff
Q1	\$12,741,439	\$7,375,862	(42%)
Q2	\$27,314,465	\$14,410,732	(47%)

- Visitors by Quarter (Calendar Year)

Quarter	2021	2022	2023	% Diff
Q1		1,126,500	736,300	(35%)
Q4	1,301,600	633,300		(51%)

- Direct Visitor Expenditures by Quarter (Calendar Year)

Quarter	2021	2022	2023	% Diff
Q1		\$1,410,763,600	\$967,837,700	(31%)
Q4	\$959,551,600	\$666,254,300		(31%)

- Room Nights Sold by Quarter (Calendar Year)

Quarter	2021	2022	2023	% Diff
Q1		1,985,900	1,378,600	(31%)
Q4	1,780,000	1,078,500		(39%)

As displayed in the data above, Lee County tourism suffered at minimum a 31% reduction in the number of visitors, expenditures by visitors, and the number of room nights sold during the first

two calendar quarters following Hurricane Ian’s landfall, leading to a reduction in TDT collections of at least 42%.

Lee County Sports Development:

Lee County Sports Development gathered data showing the impact of Ian on sports business activities in the County.

From late September 2022 through February 2023, there were 28 sports business events cancelled that equated to 74 event days. This resulted in 49,139 Lee County hotel room nights lost with a direct spending impact of approximately \$24,285,954, based on data from the most recent year the event was hosted in Lee County. Not included in the room nights or the direct spending figures are 6 cancelled events that would have been held in Lee County for the first time.

While Sports Development will host all scheduled 2023 sports tourism events, it is estimated that attendance will be reduced by approximately 20% from previous years.

The County understands that meeting housing and infrastructure needs will rebuild tourism and increase economic stability. The County has received a substantial number of requests to reduce the non-federal cost share on local municipalities and implement standalone projects, which was identified by their recovery task force public meetings. As recovery continues to take place in the County, it is crucial to consider the most effective and efficient use of these funds.

Small Business Administration:

The Small Business Administration (SBA) makes low-cost disaster loans available to qualified businesses. According to SBA, 895 Business/EIDL Loans have been approved (*Table 46*).

Table 45 - Total Loans Approved by the SBA.

County	Business/EIDL Loans
Lee County	895

Source: Small Business Administration Data for Lee County, Disaster 4673, Date: June 18, 2023, Status of Approved.

Utilizing all SBA business data rather than a sub-set to understand the financial impact to livelihoods provides additional understanding of impacts and recovery across the county. A summary of SBA applicants (*Table 47*) shows a breakdown of all status types for the applications. According to SBA business loan information, *Table 48* summarizes all applicants had a verified loss by all operational categories which totals \$881,606,386.

Table 46 - SBA Application Status Breakdown.

Application Status	# of Applications	\$ Verified Losses
Approved	895	\$261,754,886
Auto Decline – Credit	285	\$0
Declined	1187	\$177,185,153
Document Gathering	2	\$0
Duplicate	123	\$0
In Approval	6	\$14,467,571
Late Filing – Not Accepted	91	\$0
LO Recommend Approval	5	\$6,989,492
LO Recommend Decline	1	\$98,555
LO Recommend Withdrawal	1	\$379,131
Not System Recommended	50	\$53,073,024
Withdrawn	1965	\$367,658,573
TOTAL		\$881,606,386

Source: Small Business Administration Data for Lee County, Disaster 4673, Date: June 18, 2023, All Application Status.

Table 47 - Estimating Business Operating Losses.

Operational Category	County of Businesses with Verified Loss	Total Verified Loss
Inventory	Lee County	\$15,821,795
Machinery & Equipment	Lee County	\$48,604,621
Furniture and Fixtures	Lee County	\$66,288,908
Debris Removal	Lee County	\$20,046,991
Personal Property	Lee County	\$82,800
Motor Vehicle	Lee County	\$0
Manufactured Housing	Lee County	\$18,578,164
Real Estate Relocation	Lee County	\$0
Real Estate Repair	Lee County	\$511,200,128
Real Estate Reconstruction	Lee County	\$86,723,167
Landscaping	Lee County	\$50,374,612
Other Land Improvements	Lee County	\$26,027,595
Mitigation	Lee County	\$0
Code Required Elevation	Lee County	\$0
Leasehold Improvements	Lee County	\$37,857,604
TOTAL		\$881,606,386

Source: Small Business Administration Data for Lee County, Disaster 4673, Date: June 18, 2023, All Application Status.

To help determine unmet economic revitalization needs the analysis below was completed using data from SBA loan applications. *Table 49* summarizes damage only to real-estate (repair, rebuild, relocate) and contents (machinery, furniture, inventory). Each SBA application was classified into one of five categories based on this estimate of damage and categories defined by HUD. The table shows only approved and declined applications. The sum of verified losses to real estate, furniture, machinery, inventory resulting in a total verified loss of \$356,256,005 (M). When accounting for resiliency requirements (30% increase) the total impact to businesses in Lee County is \$463,132,807 (N). SBA payouts to businesses totaled \$22,881,900 (P) for these lines of loss, leaving potential unmet needs of \$440,320,907 (Q).

Table 48 - SBA Derived Impact and Unmet needs for businesses.

Row	Description	Count	Impact
A	SBA approved applicants with verified HUD Category 1 < \$12,000 Losses	106	\$624,347
B	SBA approved applicants with verified HUD Category 2 \$12,000 - \$29,999 Losses	117	\$2,385,118
C	SBA approved applicants with verified HUD Category 3 \$30,000 - \$64,999 Losses	162	\$7,536,798
D	SBA approved applicants with verified HUD Category 4 \$65,000 - \$149,999 Losses	231	\$23,316,150
E	SBA approved applicants with verified HUD Category 5 >= \$150,000 Losses	234	\$185,645,828
F	SBA approved applicants - No Category	45	\$0
G	SBA declined applicants with verified HUD Category 1 < \$12,000 Losses	259	\$1,435,693
H	SBA declined applicants with verified HUD Category 2 \$12,000 - \$29,999 Losses	176	\$3,586,231
I	SBA declined applicants with verified HUD Category 3 \$30,000 - \$64,999 Losses	186	\$8,476,070
J	SBA declined applicants with verified HUD Category 4 \$65,000 - \$149,999 Losses	222	\$22,074,564
K	SBA declined applicants with verified HUD Category 5 >= \$150,000 Losses	188	\$101,175,206
L	SBA declined applicants - No Category	156	\$0
M	Total Verified Loss (estimate)		\$356,256,005
N	Accounting for an additional 30% in funding needed to support rebuilding to higher standards (resilience)		\$463,132,807

	Duplication of Benefits		
O	Total Amount Distributed by SBA		\$22,811,900
P	Total Benefit		\$22,811,900
	Overall Business Unmet Needs		
Q	Total Verified Loss accounting for 30% resilience addition minus Total Benefit Amounts Distributed by SBA		\$440,320,907

Source: Small Business Administration Data for Lee County, Disaster 4673, Date: June 18, 2023, Application Status of Approved and Declined; Operational Categories: verified loss to repair, rebuild, relocate, machinery, furniture, and inventory. Duplication of benefits from "current" fields in SBA data.

Through the unmet needs assessment and consultation with stakeholders, Lee County has determined that the most impactful programs to support economic revitalization are included in housing and infrastructure programs. Housing programs will support the development and preservation of affordable housing units to support the workforce in the County. Infrastructure projects will provide required improvements to ensure businesses have access to essential services.

E. PUBLIC SERVICE UNMET NEED

LONG TERM RECOVERY

Lee County understands that wraparound public services and early opportunities for case management following a disaster are not only necessary to complement housing and infrastructure, activities – but are critical. Approximately one month after Hurricane Ian, Lee County's Continuum of Care relaunched the Coordinated Entry line, as a 24-hour, 7 day per week phone line that conducts assessments and makes referrals to shelter, housing, and services for persons experiencing homelessness. After Hurricane Ian, the role of the line was expanded to conduct unmet needs assessment and assist with service navigation for persons impacted by Hurricane Ian. To date, the Coordinated Entry line has completed 2,417 unmet needs assessments and continues to receive calls daily.

Assessments gathered are referred to the unmet needs long-term recovery group for assignment to case management and any available services necessary to assist in each household's individual recovery. Case management for housing and supportive services is critical for those individuals with disabilities, persons who are elderly, and others who are particularly vulnerable, including, but not limited to, mobility, sensory, developmental, emotional, cognitive, and other impairments. Data for unmet needs is summarized and updated weekly in a dashboard.¹¹⁷

¹¹⁷ <https://www.arcgis.com/apps/dashboards/ce60d6f7cab04f708200551a22082f76>

To lead the unmet needs long-term recovery effort, Lee County identified Catholic Charities as the lead organization through a NOFA process conducted in February 2023. Catholic Charities coordinates a group of non-profit organizations that provide individual case management, funding, and housing repairs for disaster victims who are unable to recover without assistance. Lee County will continue to support the efforts of the long-term recovery group through CDBG-DR funds allocation for public services activities.

BEHAVIORAL HEALTH

Interviews and focus groups conducted as part of the 2019 Lee County Gaps Analysis¹¹⁸ and consultations conducted for the completion of this plan, frequently and consistently, identified the general area of behavioral health (mental health/substance abuse/co-occurring disorders) as a service need for both adults and children/youth. “Using per capita expenditures as the metric, depending upon the source, Florida is often ranked somewhere between 48th and 50th in per-capita funding for mental health services.”¹¹⁹ The 2019 Gap Analysis noted that access to care is a significant issue nation-wide, and Lee County is no exception.

Lee County is lacking a comprehensive system of care for behavioral health services. This model is sometimes referred to as a continuum of care. The community would benefit from an agency taking the lead to design and implement a coordinated service system for all behavioral health services within Lee County. Planning and implementation for this system and supporting participation to ensure sustainability will be critical to address pre-existing and exacerbated behavioral needs resulting from Hurricane Ian. Simplifying access through coordinated entry to the behavioral health system will also better support individuals with disabilities including, but not limited to, mobility, sensory, developmental, emotional, cognitive, and other impairments.

F. MITIGATION ONLY ACTIVITIES

The widespread devastation by Hurricane Ian on diverse communities creates significant challenges to recovery, but also offers opportunities for transformational mitigation and resilience for future disasters.

As noted in the May 18, 2023, Federal Register, grantees must use 15 percent of their total allocation to fund mitigation activities. Of the \$1,107,881,000 CDBG-DR funds allocated to Lee County, \$144,506,000 was identified as a “CDBG–DR Mitigation set-aside” for mitigation

¹¹⁸ <https://www.leegov.com/Documents/Human%20Services%20Gap%20Analysis%20DRAFT%202-11-20.pdf>

¹¹⁹ <https://www.leegov.com/Documents/Human%20Services%20Gap%20Analysis%20DRAFT%202-11-20.pdf>

activities. The notice also requires a mitigation needs assessment in the Action Plan that clearly illustrates the connections among impacts of current and future hazards, mitigation needs, and proposed mitigation activities.

To address this challenge, this Action Plan includes:

- A Mitigation Needs Assessment to complement the disaster recovery-focused unmet needs assessment;
- Proposed eligible activities that do not tieback to direct impacts of Hurricane Ian but meet the HUD definition of “mitigation” and are included in the Mitigation Needs Assessment; and.
- Descriptions of how mitigation measures have been incorporated into recovery-related construction projects.

Mitigation activities increase resilience to disasters and reduce or eliminate the fiscal and human costs of long-term risk of hazards. These risks include loss of life, injury, damage to and loss of property, and suffering and hardship. Each activity proposed for the mitigation set-aside will:

- Meet the definition of mitigation activities;
- Address current and future risks as identified in Lee County’s Mitigation Needs Assessment;
- Meet eligibility requirements for CDBG activities under Title I of the HCDA or be otherwise eligible pursuant to a waiver or alternative requirement; and
- Meet a national objective.

To validate its CDBG-DR mitigation set-aside, Lee County assessed its ability to ensure continuous operation of indispensable services during a future hazard event. This included examining critical business and government functions, services critical to health and human safety, and economic security for all community members and focusing on preventative actions. Proposed mitigation projects align with other projects funded with CDBG-DR dollars, as well as other disaster recovery activities funded by FEMA, the Federal Highway Administration, the Department of Agriculture Natural Resource Conservation Service, Economic Development Association, the State of Florida, and a variety of private funding sources channeled through local nonprofit service organizations.

Put simply, the goal of mitigation is to make a community safer, stronger, and more capable of recovering from a disaster. Lee County protects its people, neighborhoods, beaches, businesses, and highways with the assistance of mitigation planning and projects including surface water management, coastal protections against wave surge and sea level rise, and response activities

for a variety of natural and manmade disasters. In coordination with state and federal agencies, the County's emergency management experts implement projects that meet standardized mitigation guidance for long-term benefit. The County also analyzes best practices and lessons learned across private and public sectors to help reduce risks and hazards.

In the development of this Action Plan, the County has reviewed its Hazard Identification and Risk Assessment (HIRA), which is produced in compliance with FEMA and Florida Department of Emergency Management requirements. This document guides multijurisdictional development of the Joint Local Mitigation Strategy (LMS) plan to ensure alignment of resources and completion of mitigation projects that have already been identified as necessary to mitigate the impacts of future disasters. This combined effort is the roadmap that guides the County's identification of hazards, assessment of risk, and proposal of mitigation projects that will reduce losses to life and property. The strategy has plans for short-term and long-term projects and is updated every five years. The LMS is adopted by the Lee Board of County Commissioners, each Lee County municipality, and Florida Gulf Coast University and is approved by FDEM and FEMA.

1. METHOD

The State of Florida has been at the forefront of mitigation planning and the identification of resiliency opportunities for many years. Florida administrative code 27P-22 requires the state as well as each county to develop mitigation planning documents to identify potential hazards, the risk of hazards, and projects to reduce risk to life and property. Florida's 2018 state hazard mitigation plan¹²⁰ and Lee County's 2022 LMS plan, as well as the 2023 draft state hazard mitigation plan¹²¹ were used as foundational resources for this assessment. The County most recently updated its Hazard Identification and Risk Assessment (HIRA)¹²² in 2022 to categorize the risk of hazards. Data related to historical hazards and the cost of hazard impacts was provided by the National Oceanic Atmospheric Association (NOAA), United States Geological Survey (USGS), and FEMA. Mitigation measures for the identified hazard in this assessment were developed by FEMA as part of their library of hazard mitigation documents.¹²³

2. PRIMARY HAZARD RANKINGS

Lee County has experienced and endured numerous natural disasters in the last five years. During this period, the County has suffered multiple major natural hazards including tropical cyclones, flooding events, major tornadic events as well as man-made or indirect damages from pandemics, cyber-attacks, hazardous material spills, and bridge failures. Despite the County's

¹²⁰ <https://www.floridadisaster.org/dem/mitigation/statemitigationstrategy/state-hazard-mitigation-plan/>

¹²¹ <https://flshmp-floridadisaster.hub.arcgis.com/>

¹²² <https://www.leegov.com/publicsafety/Documents/Emergency%20Management/2022%20Hazard%20Identification%20and%20Risk%20Assessment.pdf>

¹²³ <https://www.fema.gov/grants/mitigation/job-aids>

ability to recover from disasters, weaknesses remain to be addressed to improve the County's infrastructure resiliency.

Lee County's assessment concludes that funded projects should direct outcomes toward reducing costs resulting from these major hazards:

- Tropical cyclone and storm surge
- Flood
- Tornado
- Wildfire

The assessment also notes that 18% of the 548 incidents tracked by NOAA since 1953 occurred in low- to moderate-income areas and 57% were in areas given high, medium, or low social vulnerability index ratings by HUD. *Table 50* illustrates the types of hazards that impact Lee County by listing the declared disasters in Florida since 1965. Although all hazards can cause significant disruption to the County, those with long-term impacts include tropical cyclones, storm surge, and flooding as noted in the HIRA. Due to the downing of trees and other vegetation debris, Hurricane Ian also posed a threat of wildfires, which are often a priority hazard during Florida's dry season. Each hazard poses a risk to the residents, property, infrastructure, and/or economy of the community. Proposed mitigation projects can reduce the risks from the hazards identified in this assessment.

Table 50 provides an historic overview of the Lee County designated presidential declarations and the amount of obligated public assistance to the State of Florida for each event. Recent events currently undergoing PA obligation that have not been closed out may see a change in the total amount of obligated dollars than shown in this assessment after closeout. This is raw, unedited data from FEMA's National Emergency Management Information System (NEMIS) and as such, is subject to a small percentage of human error. The financial information is derived from NEMIS and not FEMA's official financial systems.

Since 1965, there have been 22 disaster declarations for Lee County. Eleven of the declarations were for hurricanes, two were for severe and coastal storms, five were for severe freeze, and one was for fire and/or biological hazard.

Table 49 - The presidential declared disasters since 1965 and the available total obligated public assistance (PA) amount to date.

Presidential Declaration	Year Declared	Event Type	Declaration Title	Total PA Obligated (\$)
DR-4680-FL*	2023	Hurricane	HURRICANE NICOLE	\$8,976,409.33
EM-3587-FL	2023	Tropical Storm	TROPICAL STORM NICOLE	\$0.00

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Presidential Declaration	Year Declared	Event Type	Declaration Title	Total PA Obligated (\$)
DR-4673-FL*	2022	Hurricane	HURRICANE IAN	\$994,043,998.69
EM-3584-FL	2022	Hurricane	TROPICAL STORM IAN	\$0.00
EM-3561-FL*	2021	Severe Storm	TROPICAL STORM ELSA	\$2,155,318.91
DR-4486-FL*	2020	Biological	COVID-19 PANDEMIC	\$2,595,644,325.60
EM-3432-FL	2020	Biological	COVID-19	\$0.00
EM-3419-FL	2019	Hurricane	HURRICANE DORIAN	\$0.00
FM-5179-FL	2017	Fire	LEHIGH ACRES (ANNA AVE. N.) FIRE	\$81,038.27
DR-4337-FL*	2017	Hurricane	HURRICANE IRMA	\$2,465,946,571.78
EM-3385-FL	2017	Hurricane	HURRICANE IRMA	\$0.00
DR-4068-FL*	2012	Severe Storm	TROPICAL STORM DEBBY	\$48,180,459.23
EM-3288-FL	2008	Severe Storm	TROPICAL STORM FAY	\$8,915,740.63
DR-1785-FL*	2008	Severe Storm	TROPICAL STORM FAY	\$98,294,056.79
FM-2692-FL	2007	Fire	CALLOOAHATCHEE FIRE COMPLEX	\$2,004,861.40
DR-1609-FL*	2006	Hurricane	HURRICANE WILMA	\$1,489,338,542.84
EM-3220-FL	2005	Hurricane	HURRICANE KATRINA EVACUATION	\$3,810,182.41
DR-1561-FL	2004	Hurricane	HURRICANE JEANNE	\$520,033,714.90
DR-1551-FL	2004	Hurricane	HURRICANE IVAN	\$694,779,708.94
DR-1545-FL	2004	Hurricane	HURRICANE FRANCES	\$685,254,867.41
DR-1539-FL	2004	Hurricane	TROPICAL STORM BONNIE AND HURRICANE CHARLEY	\$619,521,235.51
FM-2355-FL	2001	Fire	FL - CALOOSAHATCHEE FIRE COMPLEX	\$959,055.00
DR-1393-FL	2001	Coastal Storm	SEVERE STORMS, TORNADOES AND FLOODING ASSOCIATED WITH TROPICAL STORM GABRIELLE	\$22,990,447.07
DR-1359-FL	2001	Freezing	SEVERE FREEZE	\$0.00
EM-3150-FL	2000	Hurricane	TROPICAL STORM IRENE - FLORIDA	\$547,528.10
EM-3139-FL	1999	Fire	FL-FIRES 04/15/99	\$1,064,337.65
FM-2254-FL	1999	Fire	FL-FIRES 04/13/99	\$1,273,616.40

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Presidential Declaration	Year Declared	Event Type	Declaration Title	Total PA Obligated (\$)
EM-3131-FL	1998	Hurricane	HURRICANE GEORGES	\$42,178,183.02
DR-1223-FL	1998	Fire	EXTREME FIRE HAZARD	No Data
DR-1069-FL	1996	Hurricane	HURRICANE OPAL	No Data
DR-851-FL	1990	Freezing	SEVERE FREEZE	No Data
DR-732-FL	1985	Freezing	SEVERE FREEZE	No Data
DR-526-FL	1977	Freezing	SEVERE WINTER WEATHER	No Data
DR-337-FL	1972	Coastal Storm	TROPICAL STORM AGNES	No Data
DR-304-FL	1971	Freezing	FREEZE	No Data
DR-252-FL	1969	Hurricane	HURRICANE GLADYS	No Data
DR-209-FL	1965	Hurricane	HURRICANE BETSY	No Data

*Declarations not closed out from FEMA's NEMIS database.

Source: FEMA Open Data Declaration Summaries¹²⁴

The National Weather Service (NWS) provides the Storm Events Database through the National Centers for Environmental Information (NCEI), which covers data from October 1953 to November 2022. As stated in Chapter 3 Community Hazards and Risks in the Hazard Identification and Risk Assessment 2022¹²⁵, the weather event records were reported since 1996, as defined in the NWS Directive 10-1605, except for tornado events that were recorded from 1950-1954. Thunderstorm wind and hail events haven't been recorded since 1955. The information in the database pertains to storms and weather events that have resulted in a loss of life, injuries, significant property damage, and/or disruption to commerce. The data collection methods for the NCEI Database have varied significantly over time. The records maintained prior to 1993 were extracted from a manually typed Storm Data Publication. From 1993 until now, the digital records of the database have been used to create the Storm Data Publication. However, the estimates for property and crop damage are quite broad.

The NWS makes the "best guess" using all available data. Since 1953, the NCEI database has recorded 648 incidents in Lee County, however, a total of 548 events have actually occurred. If

¹²⁴ <https://www.fema.gov/openfema-data-page/disaster-declarations-summaries-v2>

¹²⁵ https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=ALL&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=06&endDate_dd=27&endDate_yyyy=2023&county=LEE%3A71&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitButton=Search&statefips=12%2CFLOIDA

the same event type occurred on the same date, only one event was accounted for. *Table 51* provides a summary of these incidents.

Table 50 - The number of occurrences, fatalities, injuries, and property and crop damage for each of the incidents recorded since 1953.

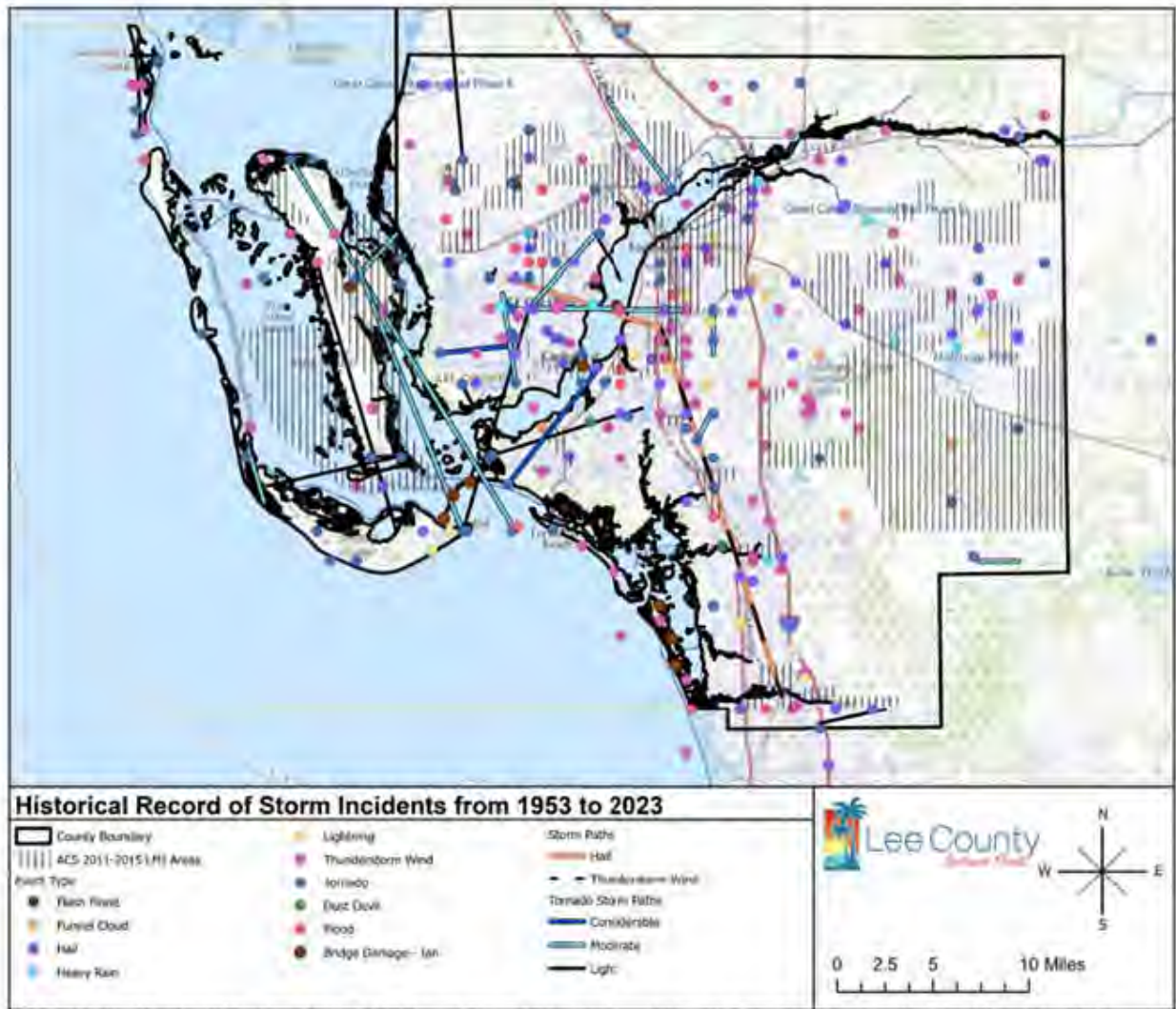
Incident Record Type	Number of Occurrences since 1953	Fatalities	Injuries	Property Damage (\$)	Crop Damage (\$)
Tropical Cyclones	12	61	0	\$7,163,255,000.00	\$9,600,000.00
Flooding	39	0	0	\$502,752,500.00	\$0.00
Wildfire	15	0	0	\$103,025,000.00	\$0.00
Tornado	132	1	35	\$44,244,840.00	\$0.00
Severe Weather	344	14	31	\$21,566,000.00	\$2,000.00
Heat	3	3	0	\$0.00	\$0.00
Rip Current	3	4	0	\$0.00	\$0.00
Total	548	83	66	\$7,834,943,340.00	\$9,602,000.00

Source: NOAA National Weather Service (NWS) Storm Events Database through the National Centers for Environmental Information (NCEI)¹²⁶

Table 52 may not capture all hazardous incidents. The flooding category encompasses riverine floods and flash floods. Tropical cyclones include tropical storms, tropical depressions, high wind, hurricanes, coastal flooding, and storm surges. Severe weather involves thunderstorms, lightning, heavy rain, and hail. The tornado category includes not only tornadoes classified as EF0 or greater, but also dust devils, waterspouts, and funnel clouds. Additionally, the database calculates the total damage estimate based on the available information.

Each incident recorded for Lee County with a known coordinate location or path is demonstrated in *Figure 31*. Bridge failures were identified as an additional incident on the map due to the major impacts to the County's population from Hurricane Ian. The indirect damage from Hurricane Ian's storm surge to the bridges cut off connections to the mainland road access for thousands of residents.

¹²⁶https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=ALL&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=06&endDate_dd=27&endDate_yyyy=2023&county=LEE%3A71&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLOIDA



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed April, 2023

Figure 31 - The historical incident record types in a known coordinate or path in Lee County. The American Community Survey (ACS) 2011-2015. Low-to-Moderate Income data was used to demonstrate LMI areas.¹²⁷

Table 51 - The historical incident record types in Lee County located in an ACS LMI block group.

Incident Record Type	Located in a LMI Block Group
Dust Devil	1

¹²⁷https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=ALL&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=06&endDate_dd=27&endDate_yyyy=2023&county=LEE%3A71&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitButton=Search&statefips=12%2CFLORIDA, and <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

Flash Flood	1
Flood	2
Funnel Cloud	1
Hail	22
Heavy Rain	4
Lightning	4
Thunderstorm Wind	31
Tornado	30
Total	96

Source: NOAA NWS Storm Events Database through the NCEI and HUD data¹²⁸

Out of the 548 incident record types, 96 listed in *Table 53* have a known coordinate within an LMI block group. The LMI count for incident record types represents approximately 18 percent of the incident records across Lee County.

¹²⁸ <https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=-999%2CALL>,
<https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

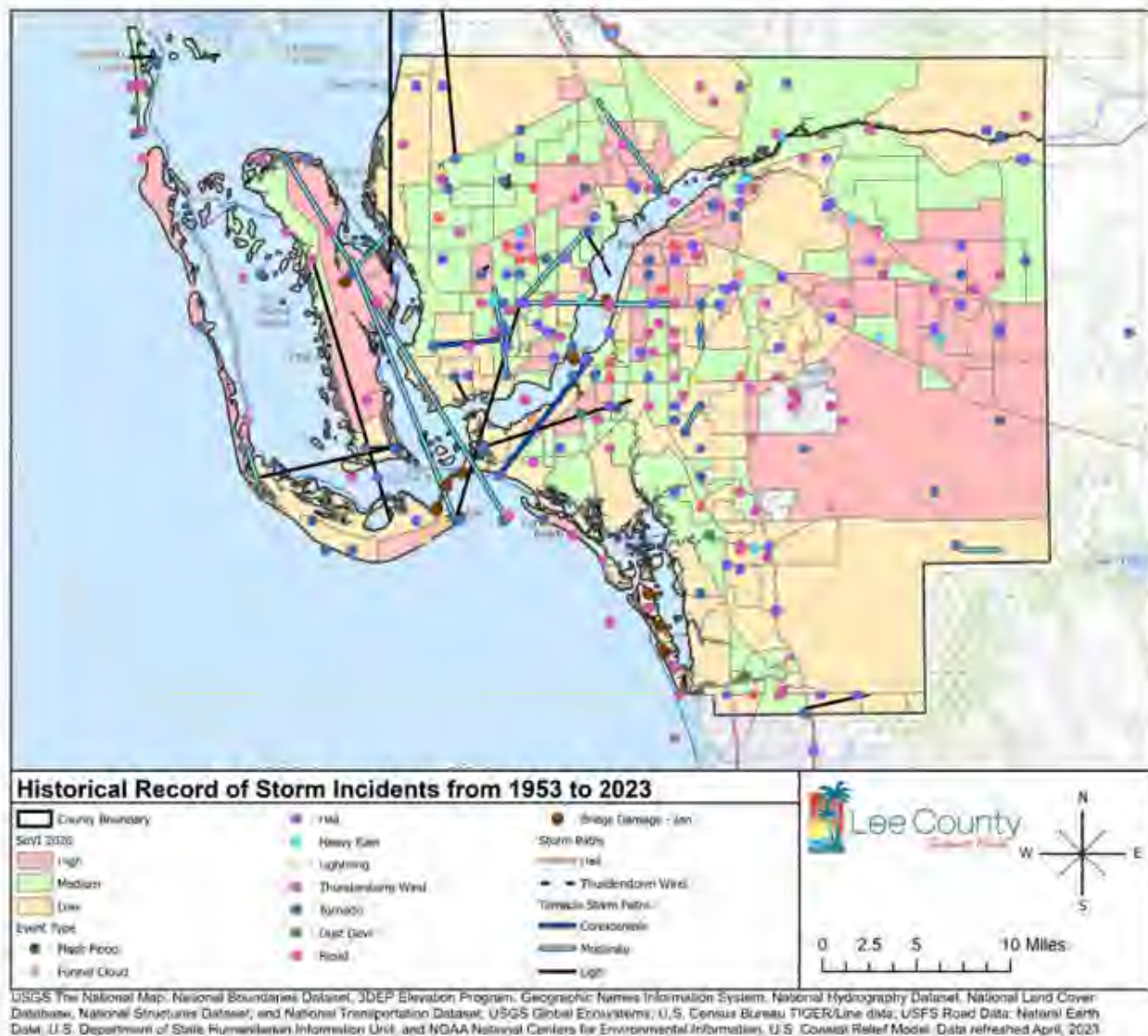


Figure 32 - The historical incident record types in a known coordinate or path in Lee County grouped according to HUD's Social Vulnerability Index rating (SoVI).¹²⁹

Table 52 - The number of known incident types in the Lee County SoVI areas rated High, Medium, or Low vulnerability.

Incident Record Type	High	Medium	Low	Grand Total
Dust Devil	1	1	0	2
Flash Flood	0	1	0	1
Flood	3	6	1	10

¹²⁹https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=ALL&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=06&endDate_dd=27&endDate_yyyy=2023&county=LEE%3A71&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLOIDA, and <https://www.vulnerabilitymap.org/>

Funnel Cloud	2	1	2	5
Hail	29	28	18	75
Heavy Rain	3	3	2	8
Lightning	6	6	2	14
Thunderstorm Wind	26	69	23	118
Tornado	30	32	20	82
Total	100	147	68	315

Source: NOAA NWS Storm Events Database through the NCEI and SoVI data¹³⁰

Out of the 548 incidents, 315 occurred in a Lee County SoVI census tract rated as having high, medium, or low social vulnerability. The SoVI count for the incident record types represents approximately 57 percent of the incidents across Lee County. *Table 54* demonstrates the percentages for each of the vulnerability index: high, medium, and low.

*Table 53 - The percentages of the SoVI high, medium, and low areas compared to the total incident records across Lee County.*⁹²

Total Incident Records	High	Medium	Low	Total
548	18%	27%	12%	57%

Source: NOAA NWS Storm Events Database through the NCEI and SoVI data¹³¹

The four hazards in this section highlight the greatest vulnerability and threat to the County according to the Hazard Identification and Risk Assessment of 2022.

Tropical Cyclones and Storm Surge

The County's coastline is vulnerable to flooding and storm surge due to its shallow depth and low land elevation. During cyclones and hurricanes, which have wind speeds of at least 74 miles per, wave and heightened water levels spread across the land and place lives and property at risk. *Figure 33* illustrates the low-lying areas across the County; note, the coastline which saw the greatest levels of storm surge.

Flooding

¹³⁰https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=ALL&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=06&endDate_dd=27&endDate_yyyy=2023&county=LEE%3A71&hailfilter=0.00&tornfilter=0&windfilter=0.00&sort=DT&submitbutton=Search&statefips=12%2CFLOIDA, and <https://www.vulnerabilitymap.org/>

¹³¹https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=ALL&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=06&endDate_dd=27&endDate_yyyy=2023&county=LEE%3A71&hailfilter=0.00&tornfilter=0&windfilter=0.00&sort=DT&submitbutton=Search&statefips=12%2CFLOIDA, and <https://www.vulnerabilitymap.org/>

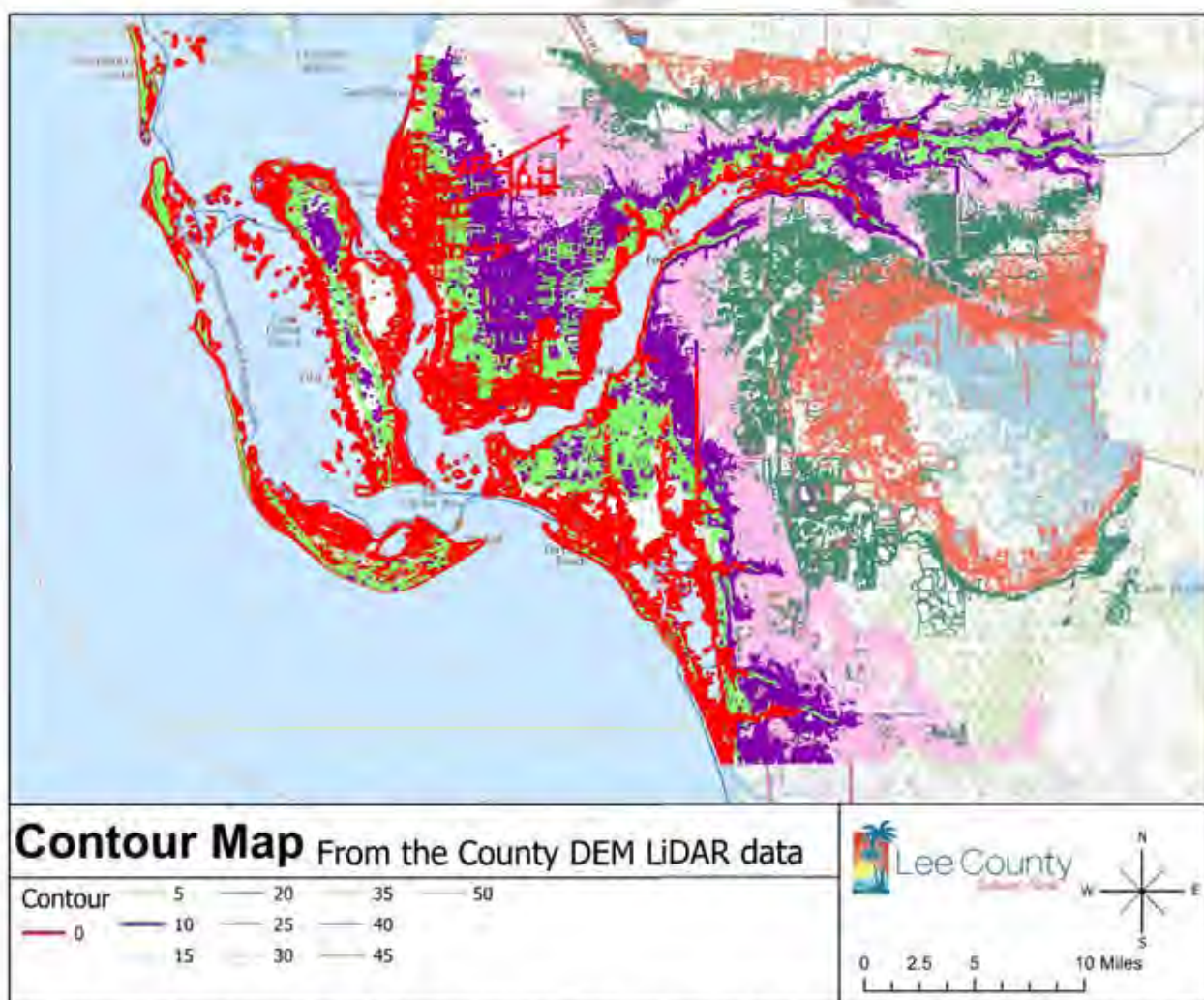
Flooding can result from a variety of causes, such as extended periods of heavy rain, sheet flow moving south from northern counties, rivers overflowing their banks, and tropical storms or hurricanes. A large portion of Lee County's geography is located within the 100-year floodplain.

Tornadoes

Tornadoes can occur during tropical cyclones or can develop along frontal boundaries between hot and cold air masses.

Wildfires

Wildfires happen for a variety of reasons, lightning strikes being one of them. Local fire fighters work closely with the Florida Forest Service and others to battle these blazes when they erupt.



USGS The National Map, National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information. U.S. Coastal Relief Model. Data refreshed April, 2023.

Figure 33 - The Contour Map identifies the low-lying areas across Lee County. Along the coastline, the ground elevation is below zero. The Contour was developed using the County's bare earth digital elevation modelling data. A map of the DEM can be found in Figure 34.¹³²

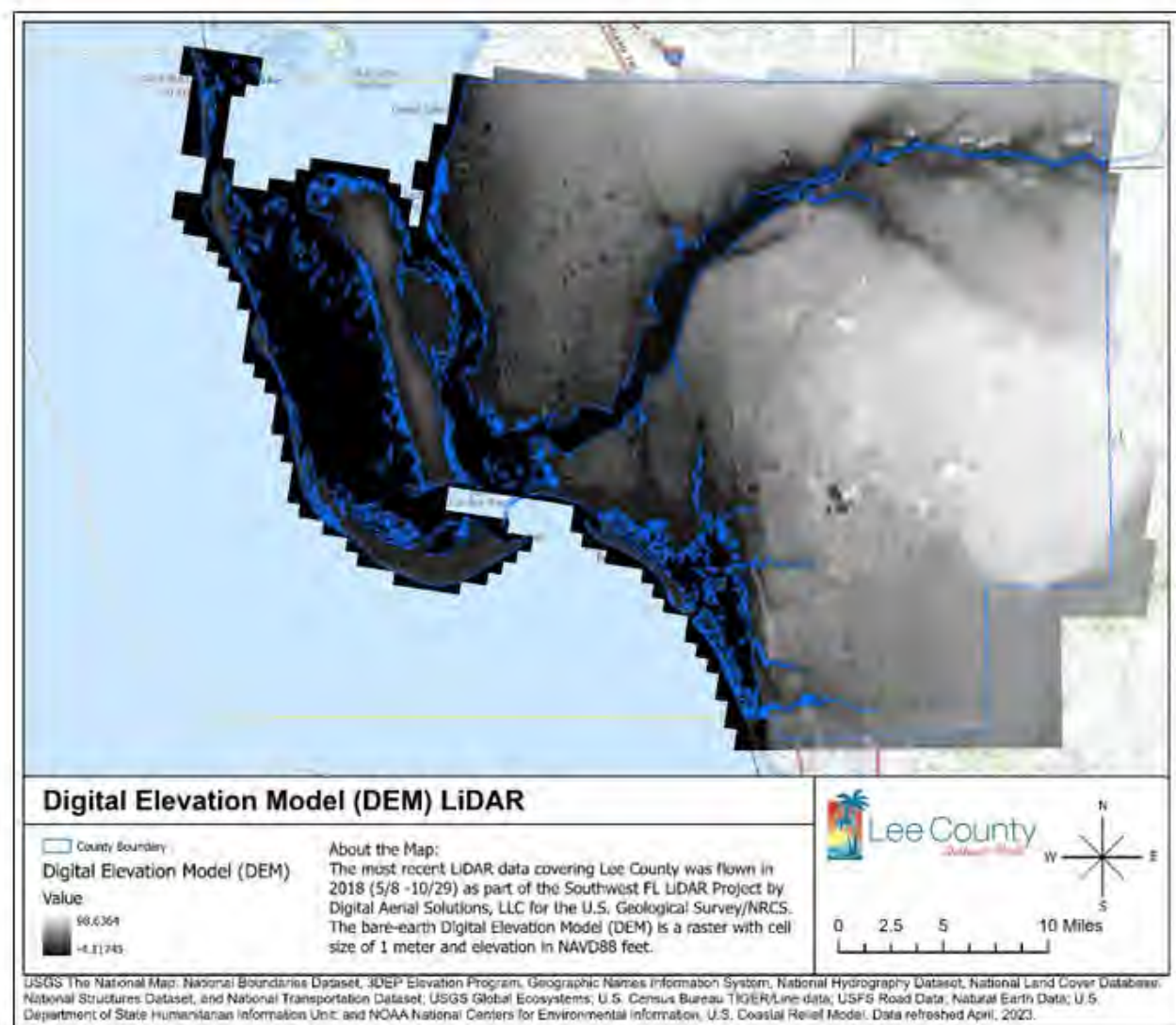


Figure 34 - The Digital Elevation Model demonstrates the bare earth elevation data in NAVD88 feet produced in 2018. (Source: <https://www.leegov.com/gis/data/lidar-data>)

3. LEE COUNTY'S PRIMARY HAZARDS: RISKS AND MITIGATION

The following hazards are outlined in the 2022 the County's LMS and were developed with input from stakeholders from across the County. All risks were identified and evaluated as a part of the

¹³² <https://www.leegov.com/gis/data/lidar-data>

State Hazard Mitigation Plan and County Hazard Assessment. The mitigation measures proposed are based on the 2023 FEMA Hazard Mitigation Assistance Program and Policy Guide.¹³³

RAINFALL RELATED FLOODING

Description of hazard

Rainfall related flooding causes excess rainwater accumulating on the ground surface to a depth which can cause significant damage. The relatively flat landscape of the County can cause water to flow slowly into and through stormwater collection and conveyance systems. This slow-moving water can collect in low areas, and enter residences and other structures, causing significant damage. The rainwater can accumulate slowly with persistent low intensity rainfall, or quickly with high-intensity events.

Risk of hazard

According to NOAA, flooding causes more than \$4 billion dollars per declared disaster in the United States.¹³⁴ Floodwater can enter residential properties, causing costly repairs and ruining contents. The threat of flooding has also been shown to cause anxiety and mental anguish, waiting for the next flood event to occur. Approximately 35 percent of the area of the County is under FEMA's special flood hazard area (SFHA) designation, indicating risk of flooding in a 100-year probability event. Of the 306 square miles of low-moderate income areas in Lee County, 52.4 square miles of low-moderate income census tracts coincide with the FEMA SFHA. This information indicates that a significant portion of the LMI population of the County could be directly impacted by structural flooding or indirectly by flooding of infrastructure and roadways necessary to maintain community health and economic progress.

¹³³ <https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance>

¹³⁴ <https://www.ncei.noaa.gov/access/monitoring/dyk/billions-calculations>

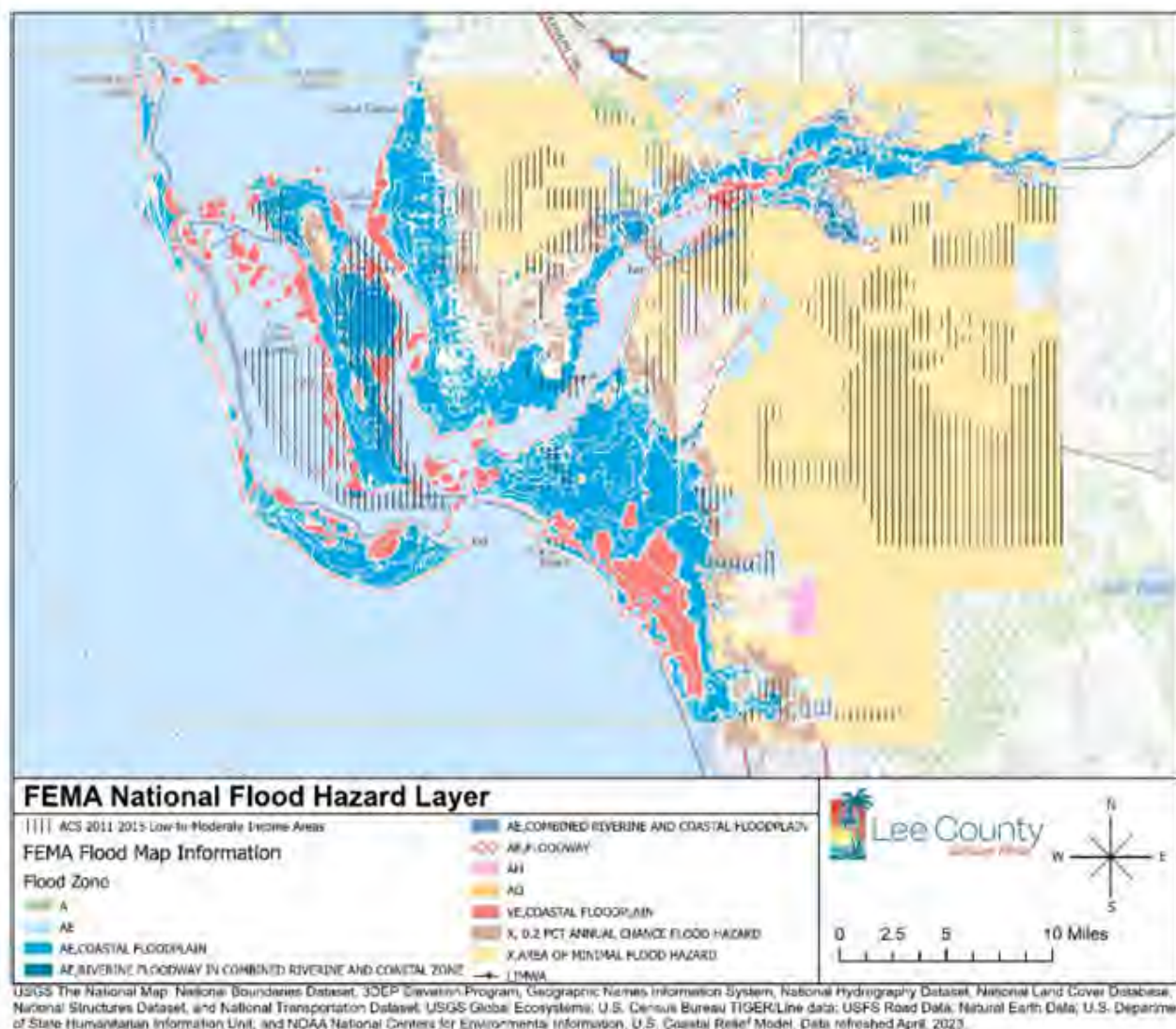


Figure 35 - The FEMA National Flood Hazard Layer (NFHL) flood hazard information and the 2011-2015 American Community Survey (ACS) Low-to-Moderate Income data.¹³⁵

Table 54 - The FEMA Flood Map information located in the LMI areas.

FEMA Flood Zones	LMI Areas (square miles)	LMI Areas (%)	Population
SFHA	52.4	22	143,916
X (shaded)	12.7	5	12,383
X	147.7	61	51,086
Open Water	31	13	0
Lee County LMI	243.9		207,385

¹³⁵ <https://msc.fema.gov/portal/advanceSearch>, <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

Table 56 demonstrates the LMI populations affected by FEMA SFHAs which are the riverine A, AE, AH, coastal AE and VE, floodway AE zones and X (shaded). Areas which are the 0.2 percent riverine and coastal flood hazard zone, and the X area which is the minimal flood hazard zone are seen in *Figure 36*. The total population was derived from the square miles of LMI Areas in the FEMA SFHA and the Lee County U.S Census 2020 population density statistic, 974.2 persons per square mile.



*Figure 36 - The FEMA National Flood Hazard Layer (NFHL) flood map information and the SoVI data.¹³⁷**Table 55 - The FEMA Flood Map populations in the SoVI areas.*

FEMA Flood Zones	High	Medium	Low
SFHA	182,547	256,188	287,702
X (shaded)	23,574	50,946	39,327
X	353,463	405,956	408,347
Open Water	0	0	0
Grand Total	559,584	713,090	735,376

Source: FEMA Flood Map Service Center and SoVI data¹³⁸

Table 57 demonstrates the SoVI populations affected by the FEMA SFHAs, the X (shaded) areas, and the X area utilizing the Lee County U.S Census Bureau population density per square mile.

Floods occur from heavy rainfalls which can be caused by tropical cyclones that drop significant amounts of precipitation in a region in a relatively short period of time. Rainfall outside of a given region can also contribute to flooding conditions through the collection and delivery of the water by drainage basins. The NWS defines the two flooding incident record types accordingly:

- Flash flood: a rapid and extreme flow of high water into a normally dry area, or a rapid water level rise in a stream or creek above a predetermined flood level, beginning within six hours of the causative event (i.e., intense rainfall, dam failure, ice jam).
- Flooding: rise in water levels that result in a river overflowing its banks or the edges of its main channel and inundate areas that are normally dry.

Table 56 - The flooding incident record type list of fatalities, injuries, and property damage.

Incident Record Type	Number of Occurrences since 1953	Fatalities	Injuries	Property Damage (\$)
Heavy Rain	13	0	0	\$0.00
Flash Flood	11	0	0	\$1,432,500.00
Flood	28	0	0	\$501,320,000.00

Source: NOAA National Weather Service (NWS) Storm Events Database through the National Centers for Environmental Information (NCEI)¹³⁹¹³⁷ <https://msc.fema.gov/portal/advanceSearch>, <https://www.vulnerabilitymap.org/>¹³⁸ <https://msc.fema.gov/portal/advanceSearch>, <https://www.vulnerabilitymap.org/>¹³⁹ <https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=-999%2CALL>

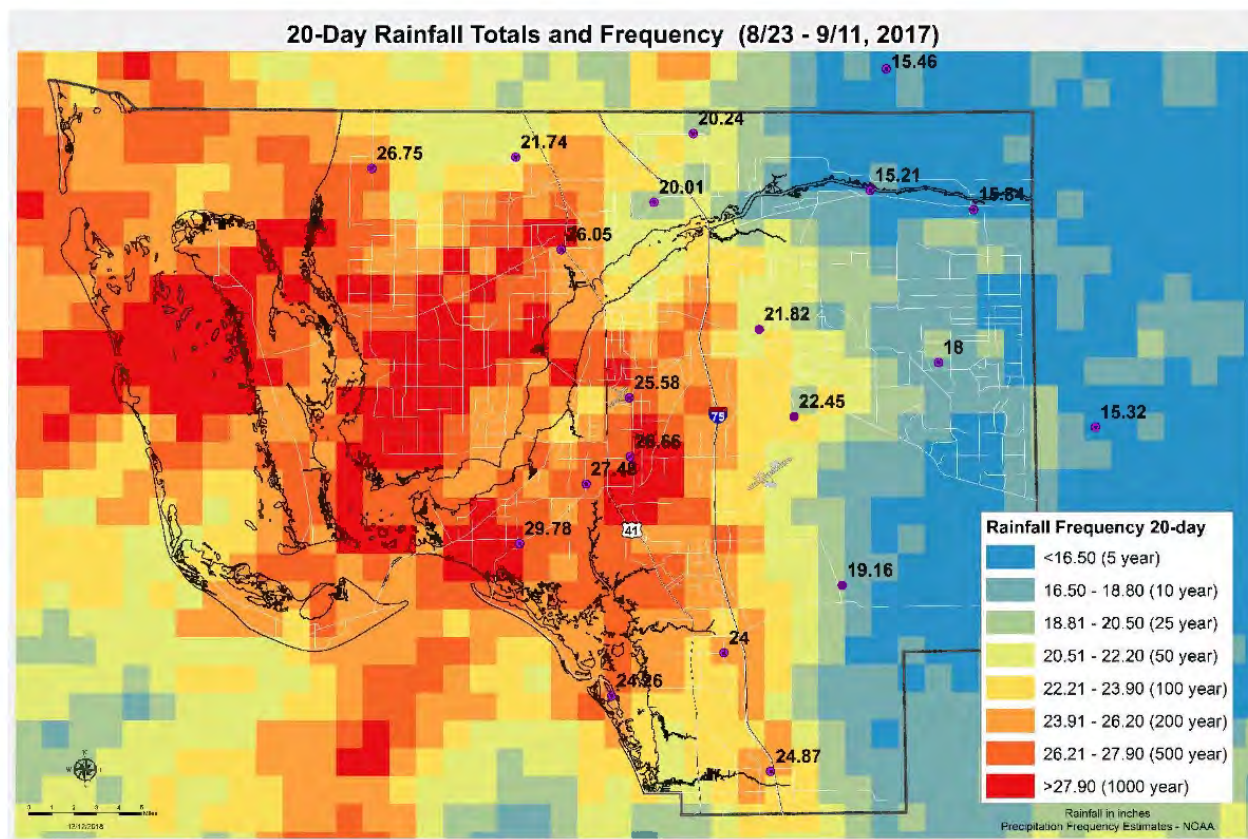


Figure 37 - Lee County experienced two historic rainstorms in 2017 between the dates of August 25 and September 10, INVEST 92L and Hurricane Irma. ¹⁴⁰

Figure 37 illustrates the 2017 historic rainfall events, Invest 92L and Hurricane Irma, where some areas received more than 20 inches of rain during a short period of time. Rainfall at this intense level exceeded the carrying capacity of the County's stormwater system. Significant rainfall caused by Invest 92L resulted in saturation of the ground in many parts of the County. So much so, that additional rainfall associated with Hurricane Irma caused significant flooding to occur.

Mitigation Measures

Reducing the risk to life and property can generally be accomplished in two ways: getting the life and property out of the way of the water or moving the water away from the life and property. Getting life and property out of the way of the water typically entails elevating structures on new higher foundations above the flood risk or purchasing the structure and property to convert an impervious area into green space to absorb excess rainfall. Buyout programs are also an option

¹⁴⁰ <https://msc.fema.gov/portal/advanceSearch>, <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

for people and structures out of the floodplain or high hazard areas. Lee County and jurisdictions in Lee County have historically used available funding to buy out damaged or at-risk properties.¹⁴¹

To reduce the risk of high flood water from life and property, there are several engineered or non-engineered solutions to retain, detain, divert, or convey excess stormwater runoff to lower the risk of flooding to those with known flood risks. A number of flood risk reduction projects are anticipated to be funded for Lee County and other jurisdictions to reduce the flood risks to residents.

STORM SURGE

Description of hazard

Storm surge events are caused by wind driven, and sometimes low pressure enhanced, water moving on land. These events can cause long-term accumulation of storm surge water to flood and remain in highly populated areas. Storm surge activities can occur at the same time as rainfall flooding events, exacerbating the flooding conditions.

In certain areas of the County, storm surges can reach heights of more than 20 feet. These vulnerable locations, including coastal high-hazard areas and the surrounding political subdivisions, are at risk of flooding from wave and wind action. These areas include Sanibel Island, Pine Island, southern Cape Coral, Estero, and Bonita Springs.

¹⁴¹https://www.cityofbonitasprings.org/services_departments/public_works/voluntary_home_buyout_program_information

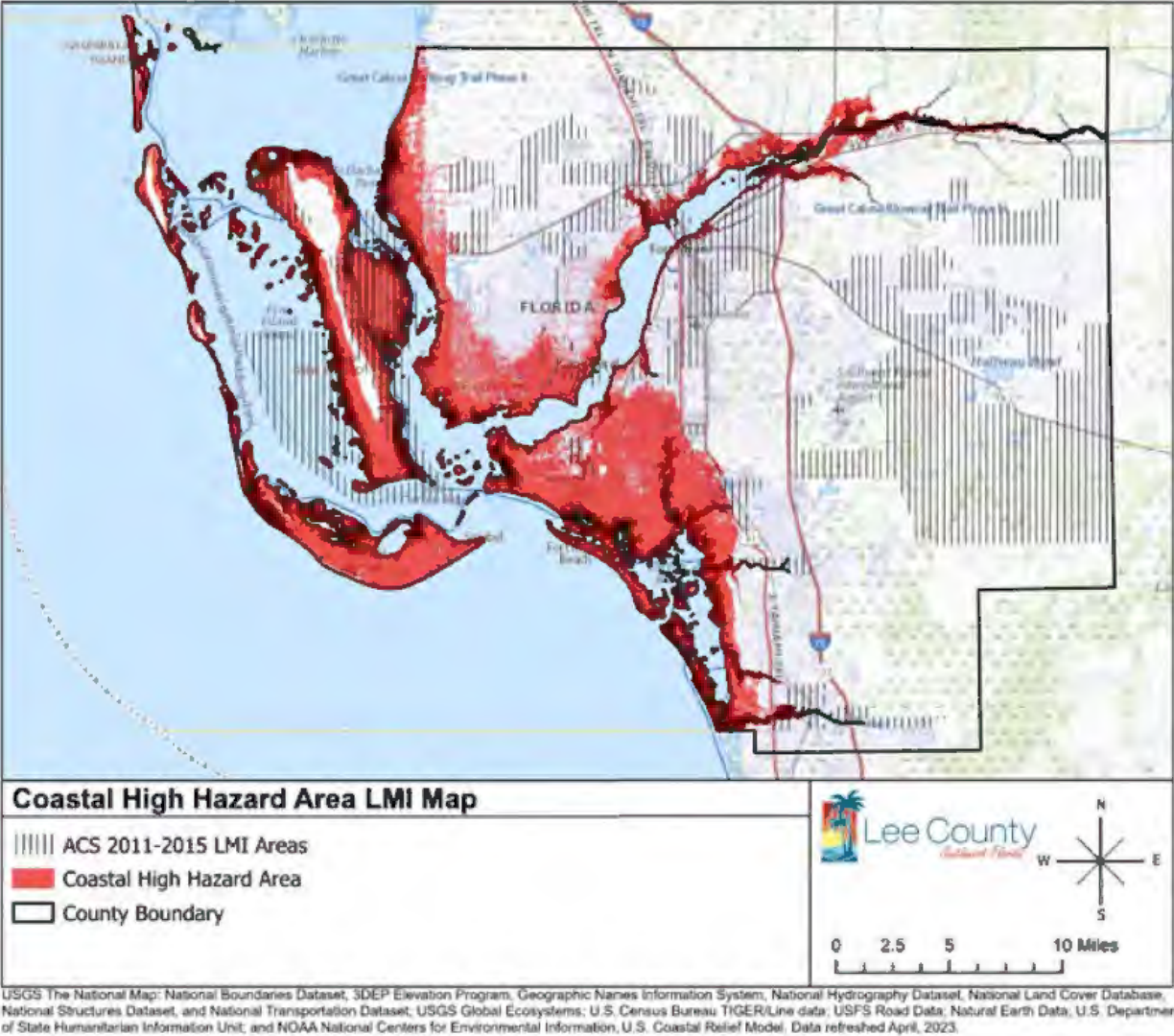


Figure 38 - The coastal high hazard area with the LMI areas identified.¹⁴²

Table 57 – Population Density Data for Total Population Calculation

GEOGRAPHY	
Geography	
Population per square mile, 2020	974.2
Population per square mile, 2010	788.7
Land area in square miles, 2020	781.01
Land area in square miles, 2010	784.51
FIPS Code	12071

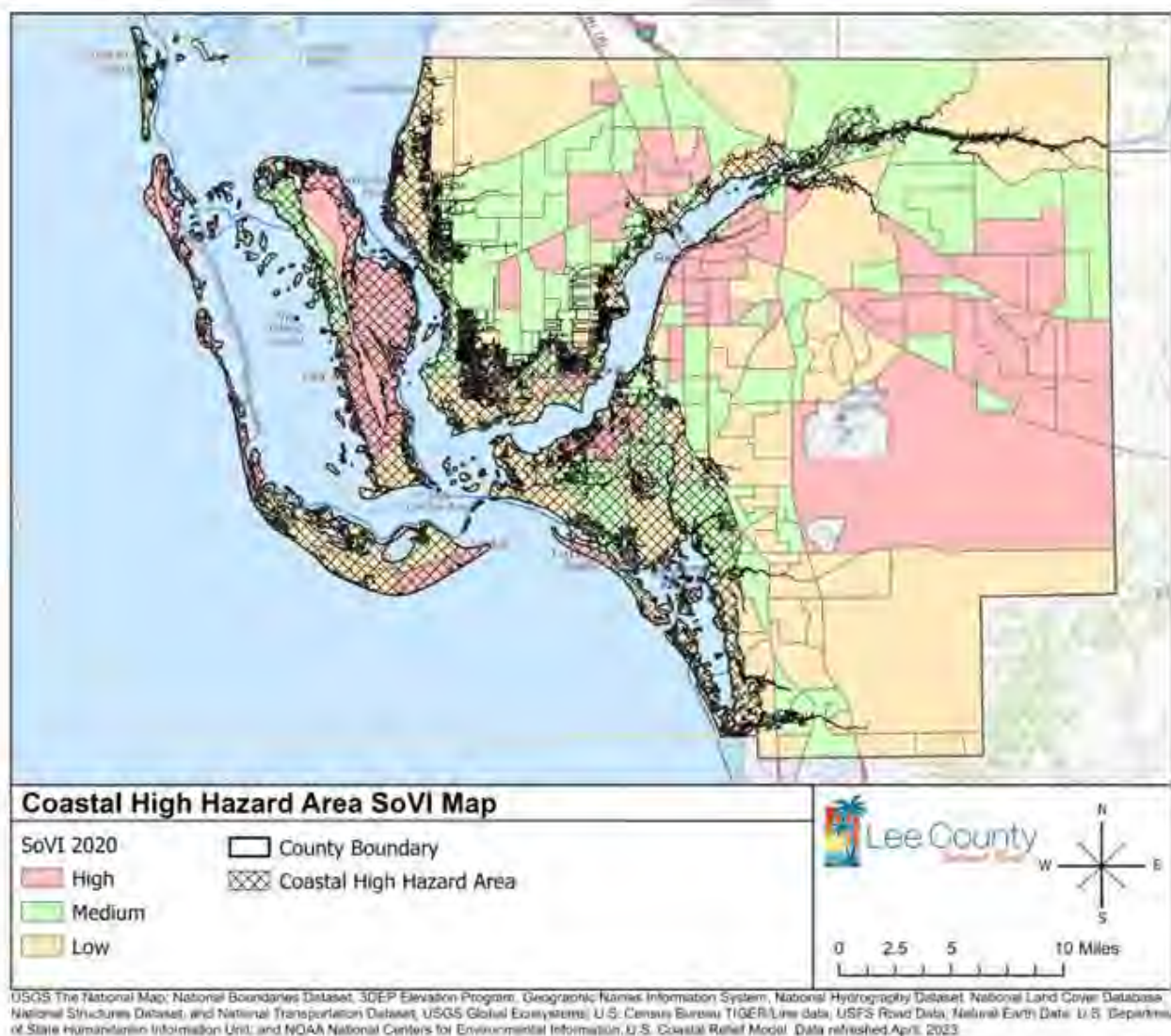
¹⁴² <https://maps-leegis.hub.arcgis.com/datasets/coastal-high-hazard-area/explore>, and <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

Table 58 - The coastal high hazard area compared to the LMI data.

Coastal High Hazard Area (square miles)	LMI Area (square miles)	Population
169	23.9	23,263

Source: Lee County Coastal High Hazard Area Geographic Information System and HUD data.¹⁴³

Table 59 demonstrates the LMI populations affected by the coastal high hazard areas utilizing the Lee County U.S Census Bureau population density per square mile, Table 58. Of the 169 square miles of coastal high hazard area, 23.9 square miles are in a LMI area.



¹⁴³ <https://maps-leegis.hub.arcgis.com/datasets/coastal-high-hazard-area/explore>, and <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

*Figure 39 - Coastal High Hazard areas map compared to the CDC/ATSDR SVI Index.*¹⁴⁴

Table 59 - The coastal high hazard areas located in the SoVI data.

SoVI	Area (square miles)	Population
High	38.4	37,363
Medium	53.1	51,690
Low	77.5	75,460

Source: Lee County Coastal High Hazard Area Geographic Information System and SoVI data.¹⁴⁵

Storm surge is not limited to the coastline; it can travel miles inland across land and through estuaries.¹⁴⁶ Hurricane Ian demonstrated that storm surge is not limited to the coastline. These surges can travel several miles inland through the interconnected waterways of rivers, streams, and canals. As seen in *Figure 40*, the surge from Ian traveled 15 miles inland to flood the downtown Fort Myers area. The storm surge also reached well inland, with the Caloosahatchee River rising just over 8 feet 24 miles upriver in North Fort Myers.

Figure 40 shows the peak stages (maximum NAVD88 height in feet) of Hurricane Ian's storm surge compared to the FEMA coastal floodplain. The base flood elevations of the coastal floodplain represent the 100-year storm surge events which is the closest storm event to Hurricane Ian in the jurisdiction south of Lee County.

¹⁴⁴ <https://maps-leegis.hub.arcgis.com/datasets/coastal-high-hazard-area/explore>, <https://www.vulnerabilitymap.org/>

¹⁴⁵ <https://maps-leegis.hub.arcgis.com/datasets/coastal-high-hazard-area/explore>, <https://www.vulnerabilitymap.org/>

¹⁴⁶ Estuary: the widening channel of a river where it nears the sea, with a mixing of fresh water and salt (tidal) water · an inlet of the sea.

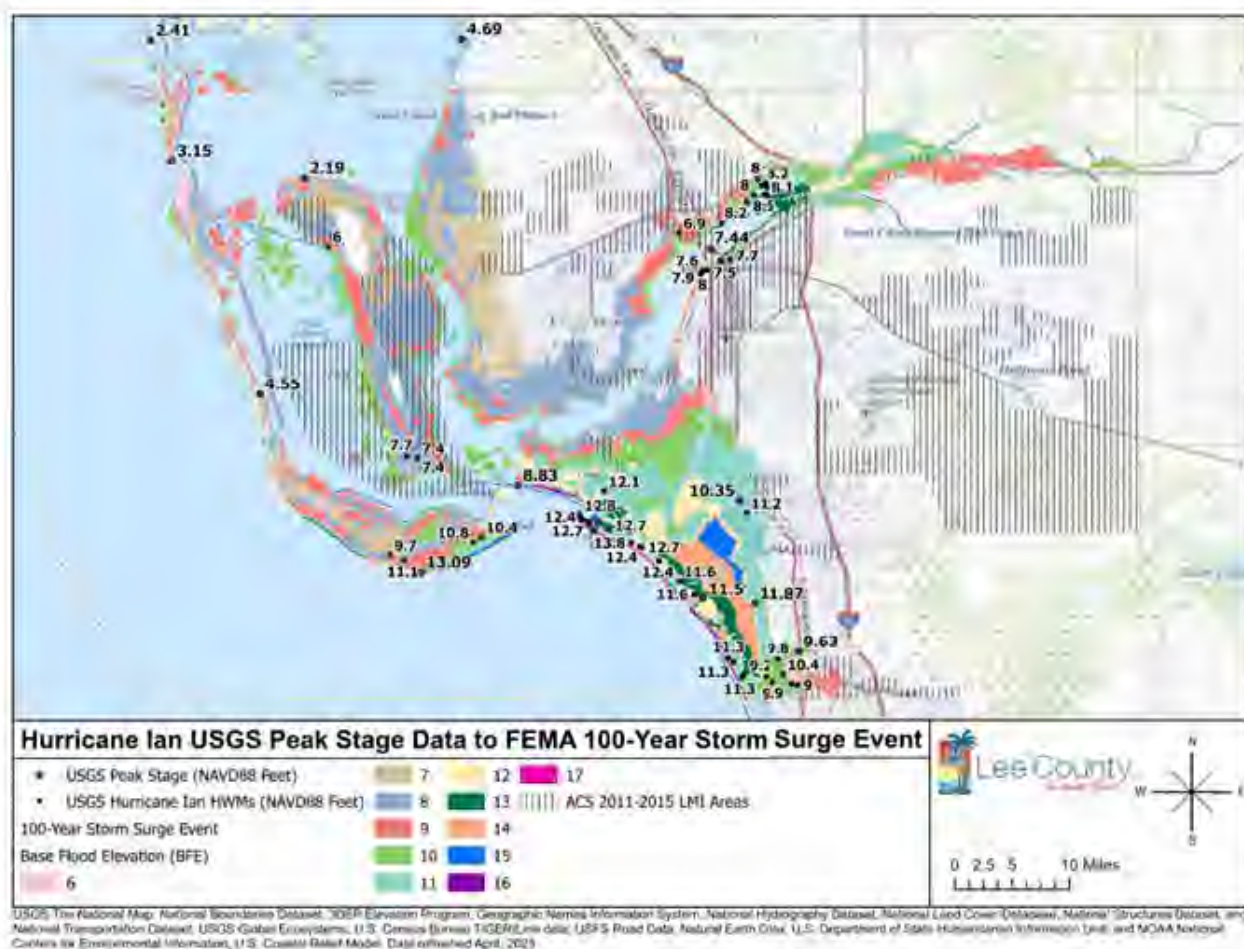


Figure 40 - The Hurricane Ian peak stages in NAVD88 feet captured by the USGS sensors compared to the FEMA coastal floodplain (100-year event).¹⁴⁷

Areas south of Lee County, including the coastal rivers, streams and canals, experienced storm surges reaching maximum heights of approximately 13.8 NAVD88 feet. The peak stages are compared to the FEMA 100-year event, the closest storm event in the south Lee County, such as: Sanibel, Fort Myers Beach, Bonita Springs, Village of Estero, and unincorporated Lee County.

¹⁴⁷ <https://stn.wim.usgs.gov/FEV/>, <https://stn.wim.usgs.gov/FEV/>, <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

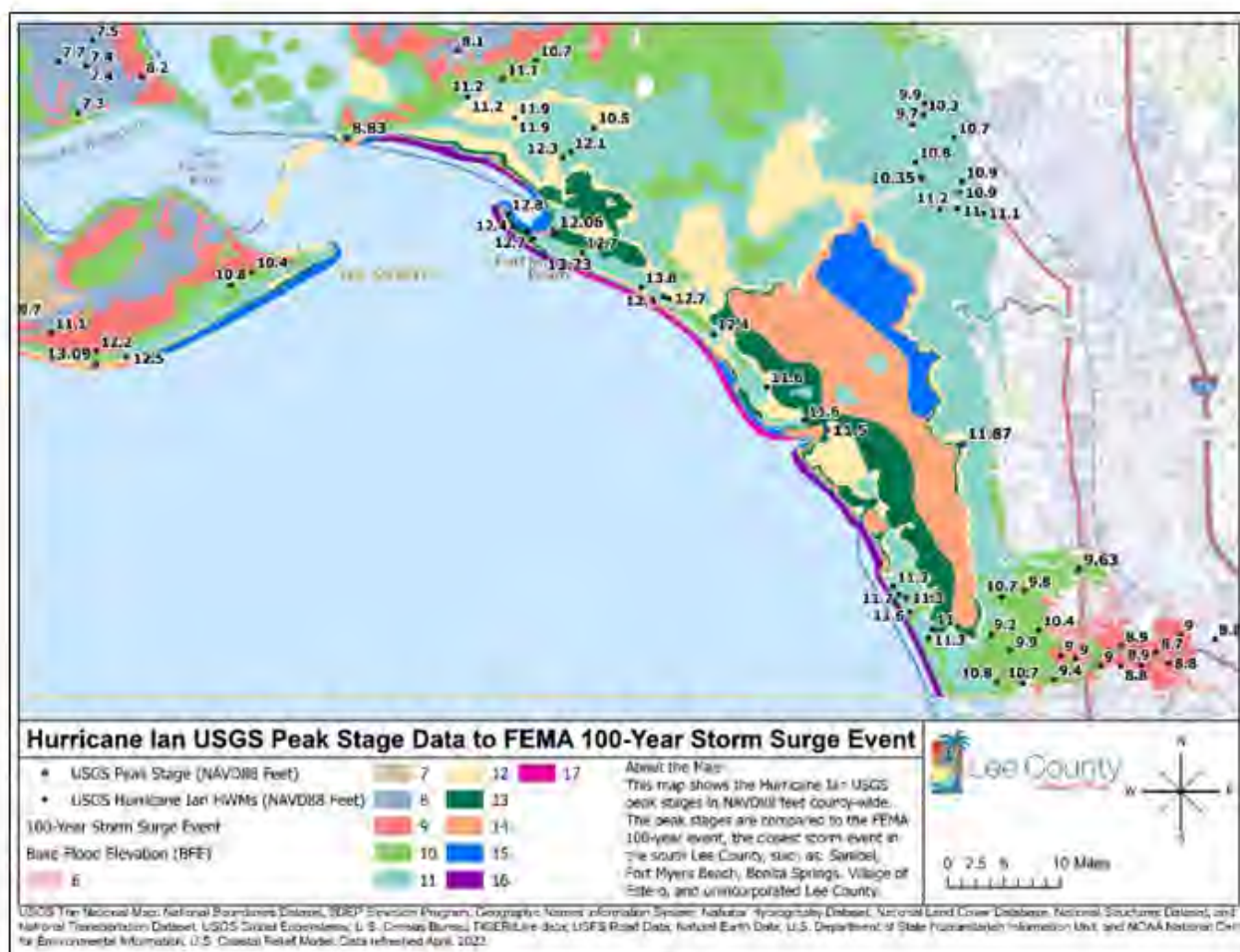


Figure 41 - The Hurricane Ian peak stages captured by the USGS sensors compared to the FEMA coastal floodplain (100-year event).¹⁴⁸

Other areas north along the Caloosahatchee River, such as Fort Myers, South and North Fort Myers experienced storm surge heights of 8 NAVD88 feet.

¹⁴⁸ <https://stn.wim.usgs.gov/FEV>

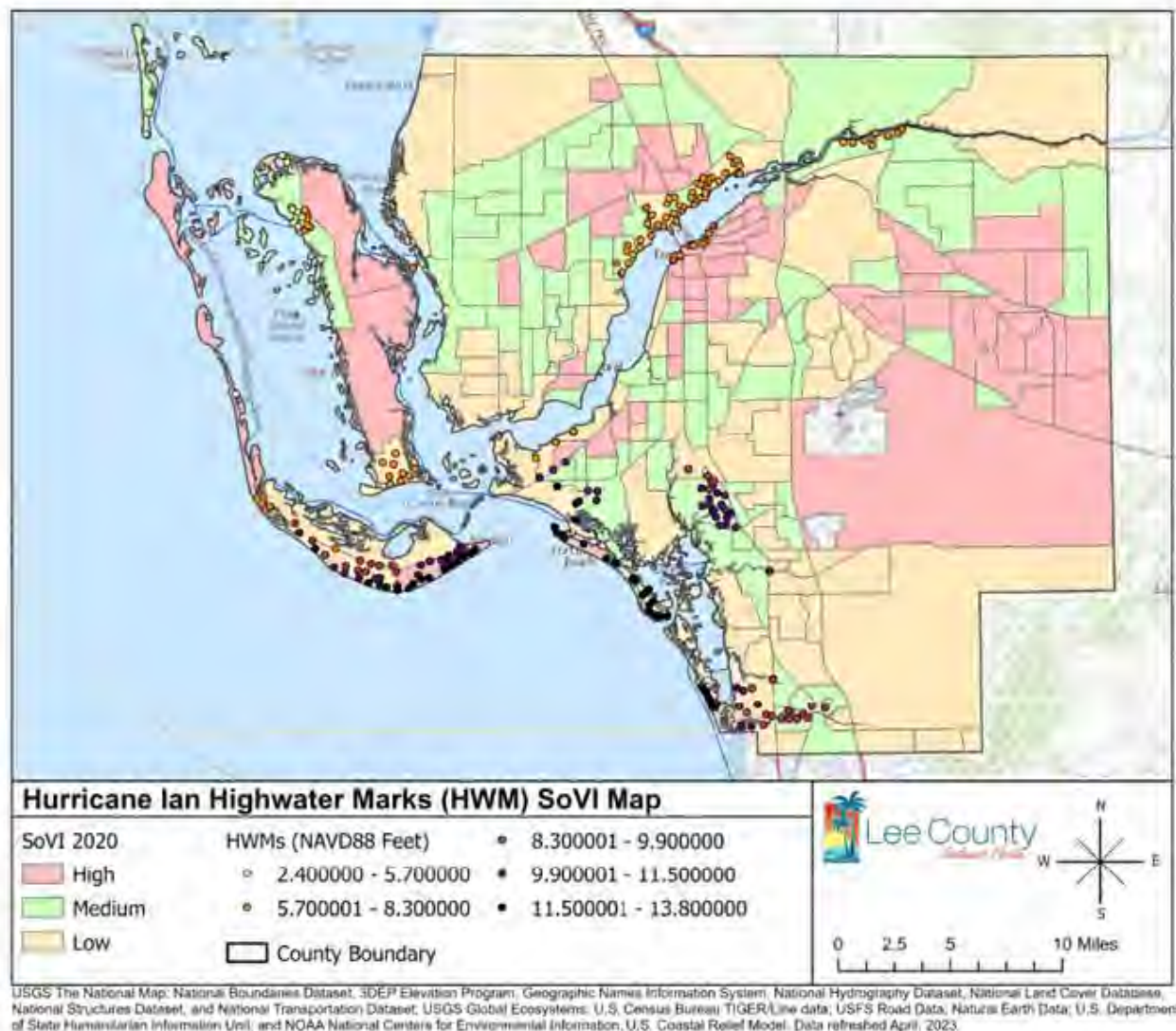


Figure 42 – The Hurricane Ian peak stages captured by the USGS sensors compared to US Census Tract Level SoVI (100-year event).¹⁴⁹

Table 60 - The number of highwater marks located in the high, medium, and low SoVI US Census Tract.

Highwater Marks	High	Medium	Low
2.4 - 5.7	1	0	13
5.700001-8.3	15	38	41
8.300001-9.9	0	21	14
9.900001-11.5	14	19	21
11.500001-13.8	25	20	8

¹⁴⁹ <https://stn.wim.usgs.gov/FEV>, <https://stn.wim.usgs.gov/FEV>, <https://www.vulnerabilitymap.org/>

Total	55	98	97
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Source: USGS and SoVI data ¹⁵⁰

Risk of hazard

Large-scale storm surge events are less common than rainfall flood events due to the strong and persistent wind forces that cause storm surge events. The speed, direction, and strength of Hurricane Ian resulted in the magnitude of storm surge during the event.¹⁵¹ While uncommon, the widespread and dramatic impacts of storm surge cause significant damage as described above in the summary of impacts from Hurricane Ian.

Table 61 - The coastal flood and storm surge/tide list of fatalities, injuries, and property damage.

Incident Record Type	Number of Occurrences since 2018	Fatalities	Injuries	Property Damage (\$)
Coastal Flood	1	0	0	\$0.00
Storm Surge/Tide	1	0	0	\$0.00

*Hurricane Ian Storm Surge is accounted for in the Hurricane event type in the Tropical Cyclones section.

Source: NOAA National Weather Service (NWS) Storm Events Database through the National Centers for Environmental Information (NCEI)¹⁵²

Mitigation measures

Preventing storm surge damage is difficult due to the disbursed nature of the water as it moves onshore. These dynamics make mitigating damage from storm surge events difficult. The best mitigation measures to prevent damage to structures are elevating structures or acquiring properties through a buyout program and returning the area to green space. As noted above, Lee County and jurisdictions therein have a history of successful programs to purchase properties in areas prone to repetitive flooding or storm surge.

TORNADOES

Description of hazard

Tornadoes are localized high wind rotational events ranging from a few dozen feet wide to over a mile. Wind speeds can range from 60 miles per hour to over 200 miles per hour and are measured on the Enhanced Fujita (EF) scale 0 to 5. Even moderately strong tornadoes can demolish structures.

¹⁵⁰ <https://stn.wim.usgs.gov/FEV>, <https://stn.wim.usgs.gov/FEV>, <https://www.vulnerabilitymap.org/>

¹⁵¹ https://www.nhc.noaa.gov/data/tcr/AL092022_Ian.pdf

¹⁵² <https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=-999%2CALL>

Table 62 - The EF rating compared to the tornado magnitude and gust (mph).

EF Rating	Magnitude	Gust (mph)
0	Light	65-85
1	Moderate	86-110
2	Considerable	111-135
3	Severe	136-165
4	Devastating	166-200
5	Incredible	>200

Source: NWS Fujita Damage Intensity Scale ¹⁵³**Risk of hazard**

Since 1953, 118 recorded tornadoes have touched down in Lee County, with 88 causing an estimated total of \$44 million. This equates to an average of more than one damaging tornado impacting Lee County each year. While typically localized, these events can have a devastating effect on those in the impact zone. As recently as 2022, 28 residences were destroyed in Lee County by an EF2 tornado.¹⁵⁴

¹⁵³ VII <https://www.weather.gov/bmx/fujitascale>¹⁵⁴ <https://www.wunderground.com/article/news/news/2022-01-16-florida-tornado-damage-winter-storm>



USGS The National Map, National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Raster Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data released April, 2023.

Figure 43 - Historical tornadoes from 1950 to 2023 across the County from a light to considerable magnitude¹⁵⁵

Table 63 - The number of tornado incident record types located in the LMI areas.

Tornado Magnitudes	LMI
Considerable	2
Moderate	8
Light	19
No Data	1

¹⁵⁵https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=ALL&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=06&endDate_dd=27&endDate_yyyy=2023&county=LEE%3A71&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLOIDA, and <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

Total	30
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Source: NOAA NWS Storm Events Database through the NCEI and HUD data. ¹⁵⁶



Figure 44 - Historical tornadoes from 1950 to 2023 across the County from a light to considerable magnitude. ¹⁵⁷

¹⁵⁶ <https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=-999%2CALL>

¹⁵⁷ https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=ALL&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=1950&endDate_mm=06&endDate_dd=27&endDate_yyyy=2023&county=LEE%3A71&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA, <https://www.vulnerabilitymap.org/>

Table 64 - The number of tornadoes incident record types located in the high, medium, and low SoVI US Census Tract.

Tornado Magnitudes	High	Medium	Low
Considerable	3	3	2
Moderate	6	11	3
Light	20	18	12
No Data	1	0	3
Total	30	32	20

Source: NOAA NWS Storm Events Database through the NCEI and SoVI data¹⁵⁸*Table 65 - The tornado magnitude incident record list of fatalities, injuries, and property damage.*

Tornado Magnitude	Number of Occurrences since 1950	Fatalities	Injuries	Property Damage (\$)
Considerable	10	1	16	\$19,805,000.00
Moderate	23	0	14	\$19,955,250.00
Light	66	0	5	\$2,496,530.00
No Data	4	0	0	\$250,030.00

Source: NOAA NWS Storm Events Database through the NCEI¹⁵⁹**Mitigation measures**

The variable strength of tornadoes can allow for multiple mitigation measures to be used. To protect against the strongest tornadoes, structures should be built to International Code Council (ICC) Building Code – 500¹⁶⁰ and FEMA document P-361¹⁶¹. ICC-500 requires structures to be built to a condition of near absolute protection of human life. This requirement includes protection to 200 miles per hour, protection from wind-borne debris, and backup power systems to serve the inhabitants of the structure for up to 24-hours. Lower strength, more common tornadoes, can be mitigated with code rated, or above code rated structures and by protecting openings from flying debris. Lee County and other jurisdictions have proposed safe rooms as part of the HMGP project list.

TROPICAL CYCLONES**Description of hazard**¹⁵⁸ <https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=-999%2CAL>, <https://www.vulnerabilitymap.org/>¹⁵⁹ <https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=-999%2CALL>¹⁶⁰ <https://codes.iccsafe.org/content/ICC5002020P1/chapter-1-application-and-administration>¹⁶¹ https://www.fema.gov/sites/default/files/documents/fema_safe-rooms-for-tornadoes-and-hurricanes_p-361.pdf

Tropical cyclones, including tropical storms and hurricanes, can be devastating as the event can combine the impacts of rainfall flooding, storm surge, high winds, wind-borne debris, tornadoes, lightning, and numerous other ancillary hazards. Since 1873, 17 documented tropical cyclones have directly impacted the County, with a total of 52 other tropical cyclones within a 60-mile radius passing close by and causing damage, see *Figure 45*.

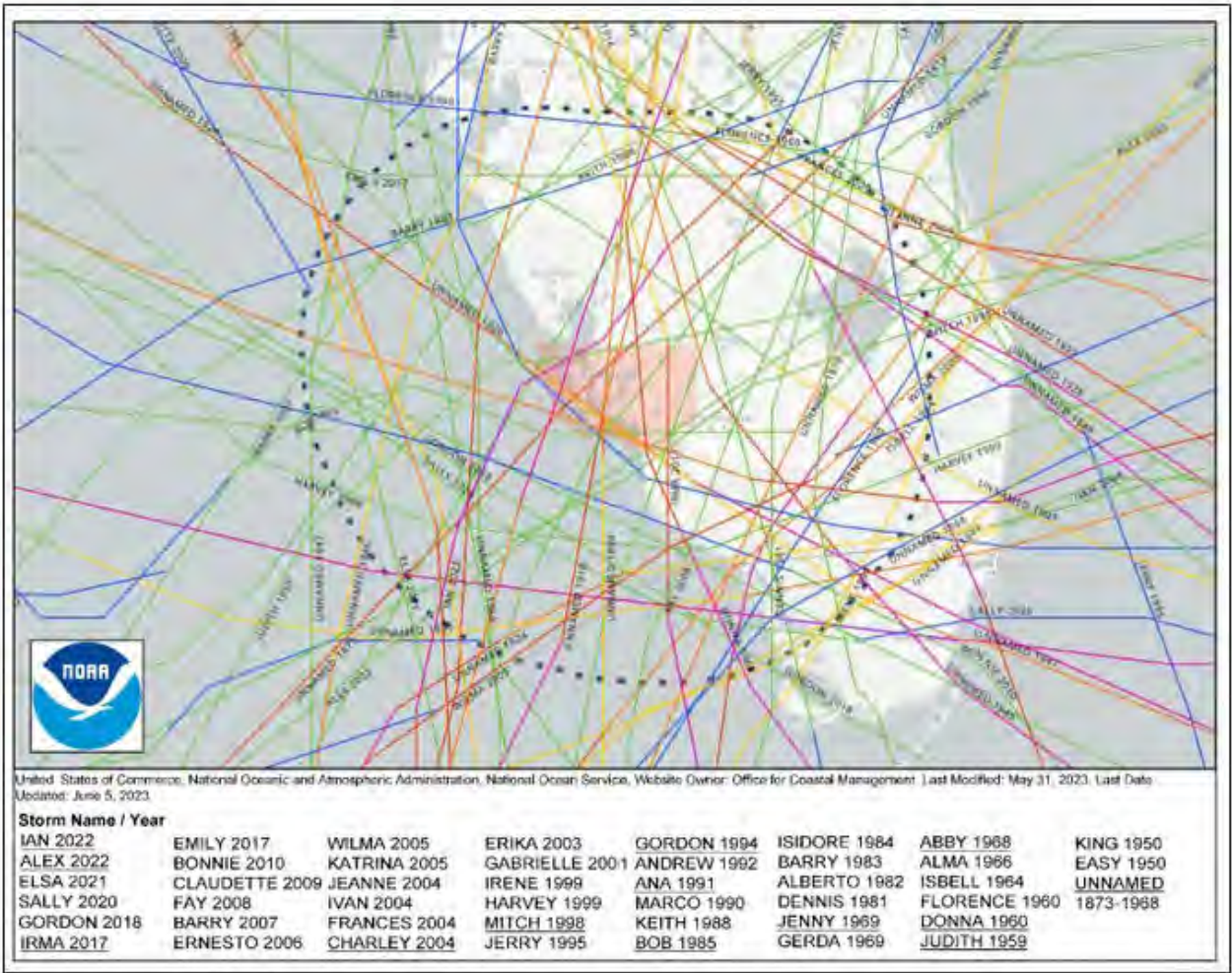


Figure 45 - The storms underlined directly hit Lee County compared to the storms that were within a 60-mile radius to Lee County.¹⁶²

Table 66 - Presidential Declared Emergencies and Disasters for Hurricanes since 1965.

¹⁶²<https://bit.ly/444vi47>

EXHIBIT F
PROJECT FUNDING PACKAGE

Version: Original
May 30, 2023

Tropical Cyclone	Event Type	Year	Presidential Declaration	Total PA Obligated (\$)
HURRICANE BETSY	Hurricane	1965	DR-209-FL	No Data
HURRICANE GLADYS	Hurricane	1969	DR-252-FL	No Data
TROPICAL STORM AGNES	Coastal Storm	1972	DR-337-FL	No Data
HURRICANE OPAL	Hurricane	1996	DR-1069-FL	No Data
HURRICANE GEORGES	Hurricane	1998	EM-3131-FL	\$42,178,183.02
TROPICAL STORM IRENE - FLORIDA	Hurricane	2000	EM-3150-FL	\$547,528.10
SEVERE STORMS, TORNADOES AND FLOODING ASSOCIATED WITH TROPICAL STORM GABRIELLE	Coastal Storm	2001	DR-1393-FL	\$22,990,447.07
HURRICANE JEANNE	Hurricane	2004	DR-1561-FL	\$520,033,714.90
HURRICANE IVAN	Hurricane	2004	DR-1551-FL	\$694,779,708.94
HURRICANE FRANCES	Hurricane	2004	DR-1545-FL	\$685,254,867.41
TROPICAL STORM BONNIE AND HURRICANE CHARLEY	Hurricane	2004	DR-1539-FL	\$619,521,235.51
HURRICANE KATRINA EVACUATION	Hurricane	2005	EM-3220-FL	\$3,810,182.41
HURRICANE WILMA	Hurricane	2006	DR-1609-FL	\$1,489,338,542.84
HURRICANE IRMA	Hurricane	2017	DR-4337-FL	\$2,465,946,571.78
HURRICANE IRMA	Hurricane	2017	EM-3385-FL	\$0.00
HURRICANE DORIAN	Hurricane	2019	EM-3419-FL	\$0.00
HURRICANE IAN	Hurricane	2022	DR-4673-FL	\$994,043,998.69
TROPICAL STORM IAN	Hurricane	2022	EM-3584-FL	\$0.00
HURRICANE NICOLE	Hurricane	2023	DR-4680-FL	\$8,976,409.33
TROPICAL STORM NICOLE	Tropical Storm	2023	EM-3587-FL	\$0.00

Source: FEMA Open Data Declaration Summaries¹⁶³

Risk of hazard

¹⁶³ <https://www.fema.gov/openfema-data-page/fema-web-disaster-summaries-v1>

The compounding effects of a tropical cyclone and the frequency in which tropical cyclones impact presents a major risk of hazard for the County. FEMA estimates that a tropical cyclone results in impacts to Lee County approximately every three years with a direct impact occurring on average every 13 years.¹⁶⁴

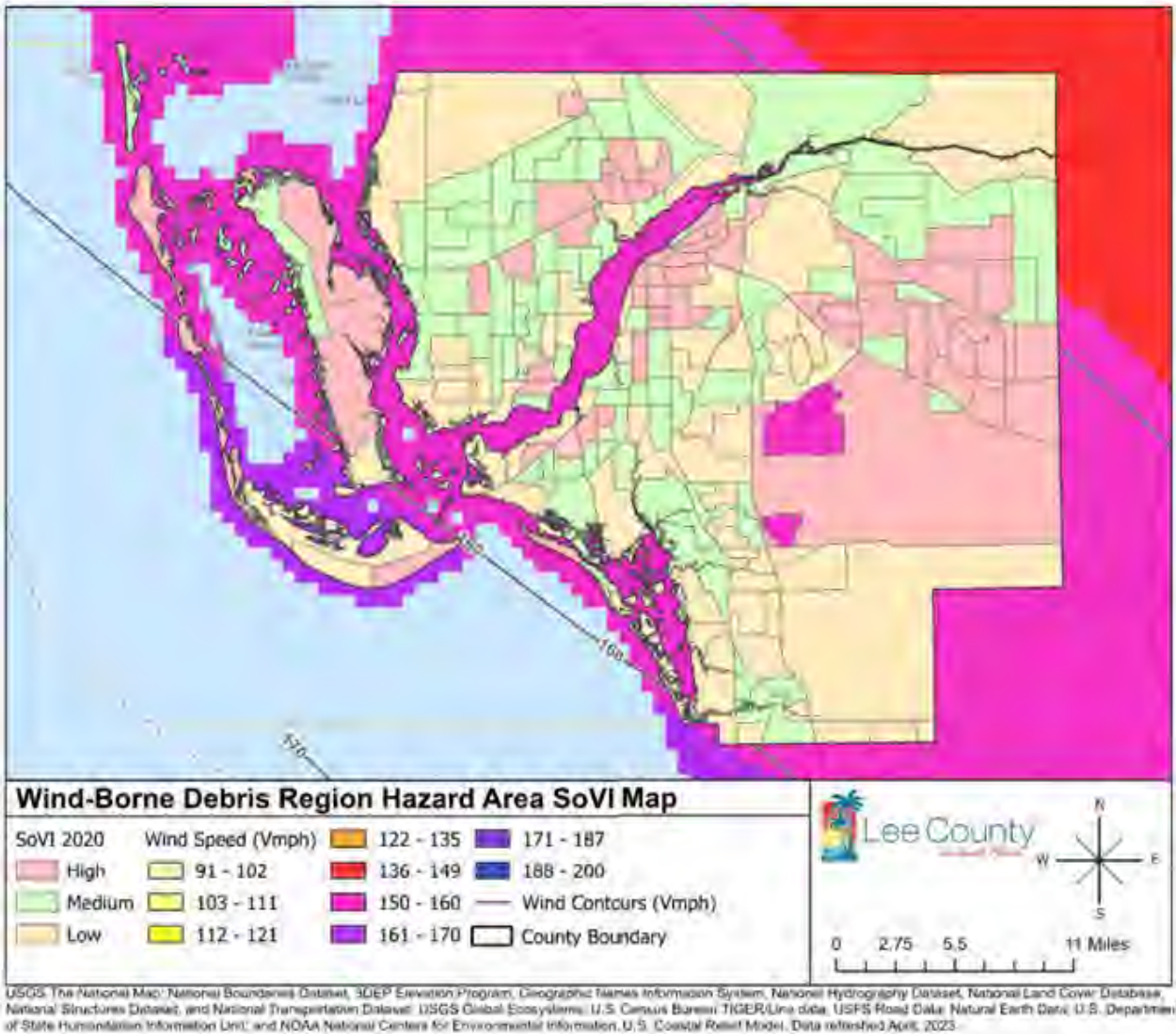


Figure 46 - Wind-Borne Debris Regions for Category II and III buildings and structures except for health care facilities.¹⁶⁵

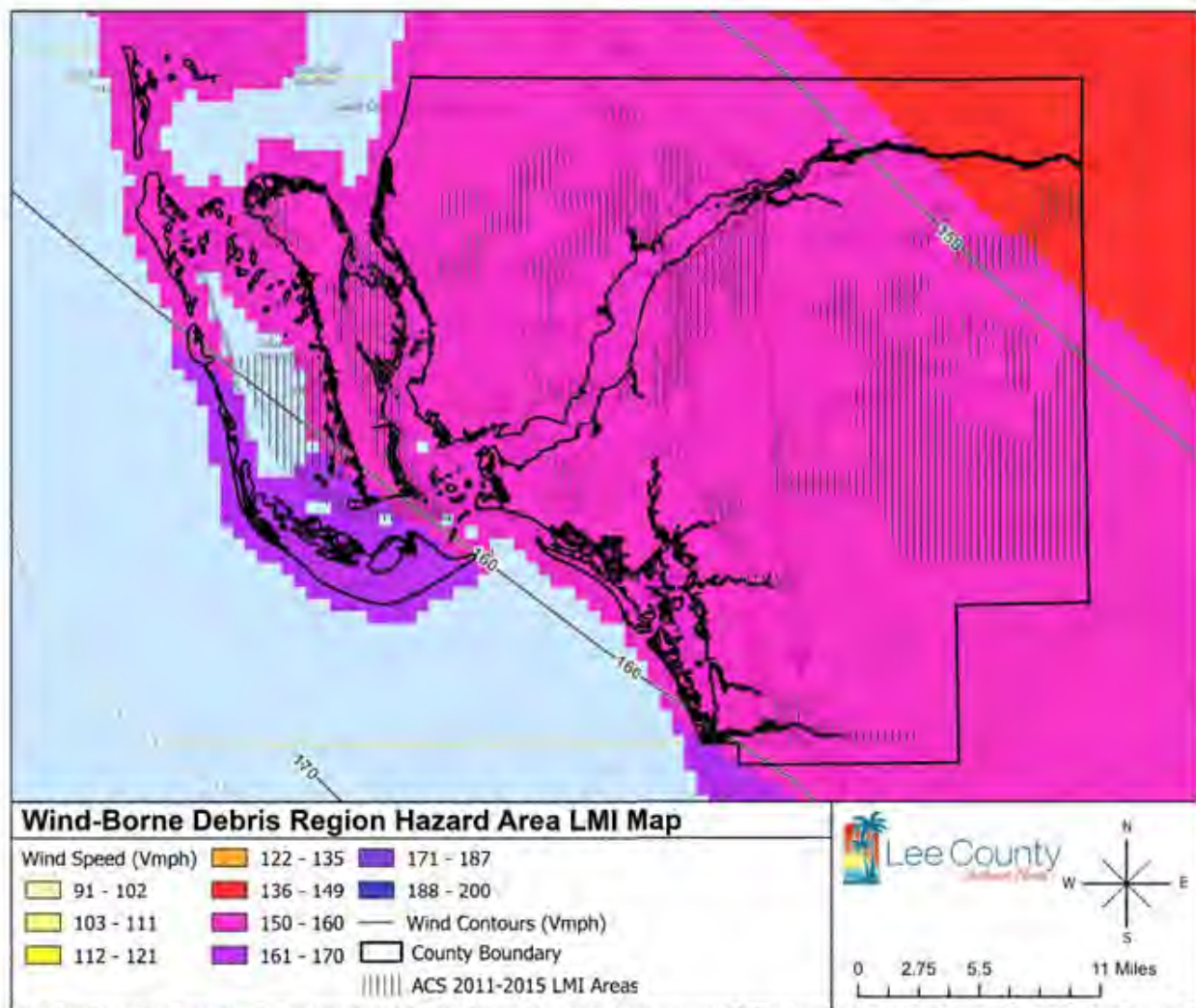
¹⁶⁴ https://www.fema.gov/pdf/rebuild/mat/fema488/488_e.pdf

¹⁶⁵ https://gis.asce.org/arcgis/rest/services/ASCE/Wind_2016_700_Tile/MapServer, <https://www.vulnerabilitymap.org/>

Table 67 - Wind Borne Debris Region for Category II and III buildings and structures located in the SoVI areas.

Wind (mph)	High	Medium	Low
<150	731	17,040	31,049
150-160	224,789	211,385	272,419
160-170	5,688	0	14,824

Source: American Society of Civil Engineers (ASCE) and SoVI data¹⁶⁶



USGS The National Map, National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information; U.S. Coastal Relief Model. Data refreshed April, 2023.

Figure 47 - Wind-Borne Debris Regions for Category II and III buildings and structures except for health care facilities.¹⁶⁷

¹⁶⁶ https://gis.asce.org/arcgis/rest/services/ASCE/Wind_2016_700_Tile/MapServer, <https://www.vulnerabilitymap.org/>

¹⁶⁷ https://gis.asce.org/arcgis/rest/services/ASCE/Wind_2016_700_Tile/MapServer,
<https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

Table 68 - Wind Borne Debris Region LMI Data.

Wind (mph)	LMI Area (square miles)	Population
<150	4.4	4,286
150-160	225.9	220,072
160-170	13.1	12,762
Grand Total	243.4	23,120

Source: ASCE and HUD data ¹⁶⁸

The regions in Florida that are vulnerable to wind and wind-borne debris have undergone frequent changes. The current requirements, which were implemented in 2021 and will remain in effect until 2023, are similar to those established in 2012. However, these requirements have expanded and improved the wind zone areas significantly.

Mitigation measures

The variety of impacts from tropical cyclones means that a multitude of mitigation measures must be implemented to reduce the risk of hazards. To reduce the hazard of wind and wind-borne debris, structures need to be strengthened and openings protected. Other mitigation measures are similar to constituent hazards. The same mitigation measures that reduce flooding in rain-based hazard events could also reduce flooding during tropical cyclones, such as purchasing property or elevating structures, or by creating systems that reduce the risk of flooding. Lee County and other jurisdictions are proposing these project types as part of the HMGP project list.

Mitigation for Lee County CDBG-DR related programs and projects will include: (1) science-based project design that conforms to building code.

WILDFIRES

Description of hazard

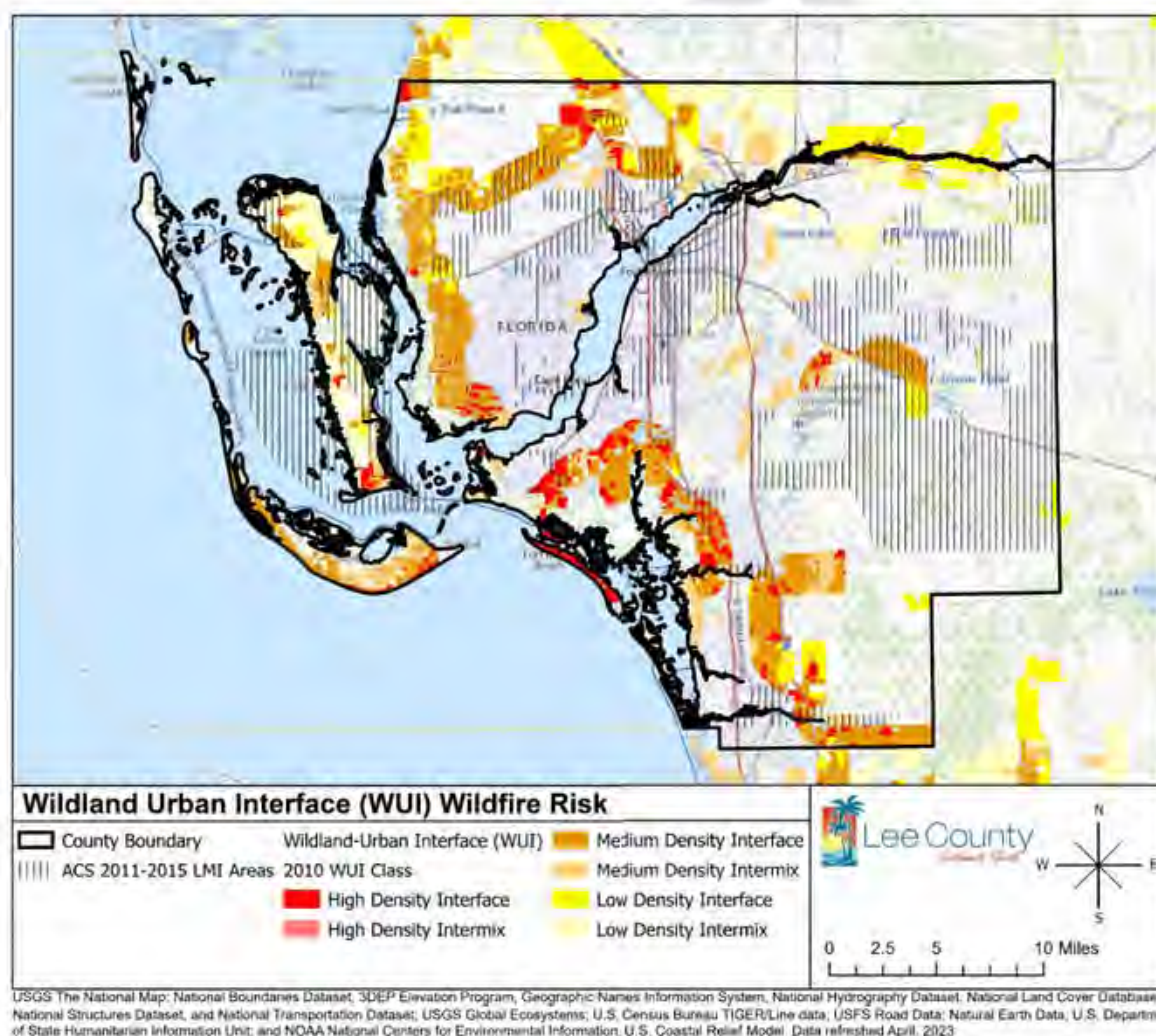
Wildfires are caused when excess dry fuels are available and are ignited, either by natural processes such as lightning or by manmade causes such as uncontained fires. The risk of a conflagration is typically higher during periods of drought or when another natural disaster such as a hurricane or flood causes trees to die off and/or fall and create excess fuel for wildfires.

FEMA defines the Wildfire Urban Interface (WUI) as the “zone of transition between unoccupied land and human development. It is the line, area, or zone where structure and other human

¹⁶⁸ https://gis.asce.org/arcgis/rest/services/ASCE/Wind_2016_700_Tile/MapServer,
<https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

development meet or intermingle with undeveloped wildland or vegetative fuels.”¹⁶⁹ This makes the WUI a focal area for human-environment conflicts such as wildland fires, habitat fragmentation, invasive species, and biodiversity decline. Wildfires pose the greatest danger to people and property around the wildland urban interface (WUI).

Generally, the WUI can be areas where the edge of a community transitions to forest land (i.e., boundary); structures that are scattered and interspersed among wildland areas, like individual farms or vacation homes (i.e., intermix); or areas where structures surround wildland, like neighborhood preserves (i.e., island/occluded).¹⁷⁰



¹⁶⁹ [What is the WUI? \(fema.gov\)](https://www.fema.gov)

¹⁷⁰ [Wildland Urban Interface / Firewise USA / For Communities / Forest & Wildfire / Home - Florida Department of Agriculture & Consumer Services \(fdacs.gov\)](https://www.fda.gov)

*Figure 48 - The County Wildland Urban Interface (WUI) classes across Lee County and LMI areas. ¹⁷¹**Table 69 - The WUI class located in LMI areas.*

WUI Class	LMI Area (square miles)	Population
High Density Interface	1.3	1,300
High Density Intermix	0.0	2
Medium Density Interface	16.6	16,179
Medium Density Intermix	3.2	3,126
Low Density Interface	3.0	2,929
Low Density Intermix	9.5	9,303
Total	33.6	32,839

Source: Wildland Urban Interface and HUD data. ¹⁷²

¹⁷¹ [Layer: Wildland-Urban Interface \(WUI\) \(ID:6\) \(arcgis.com\), FY 2022 ACS 5-Year 2011-2015 Low- and Moderate-Income Summary Data - HUD Exchange](#)

¹⁷² [Layer: Wildland-Urban Interface \(WUI\) \(ID:6\) \(arcgis.com\), FY 2022 ACS 5-Year 2011-2015 Low- and Moderate-Income Summary Data - HUD Exchange](#)

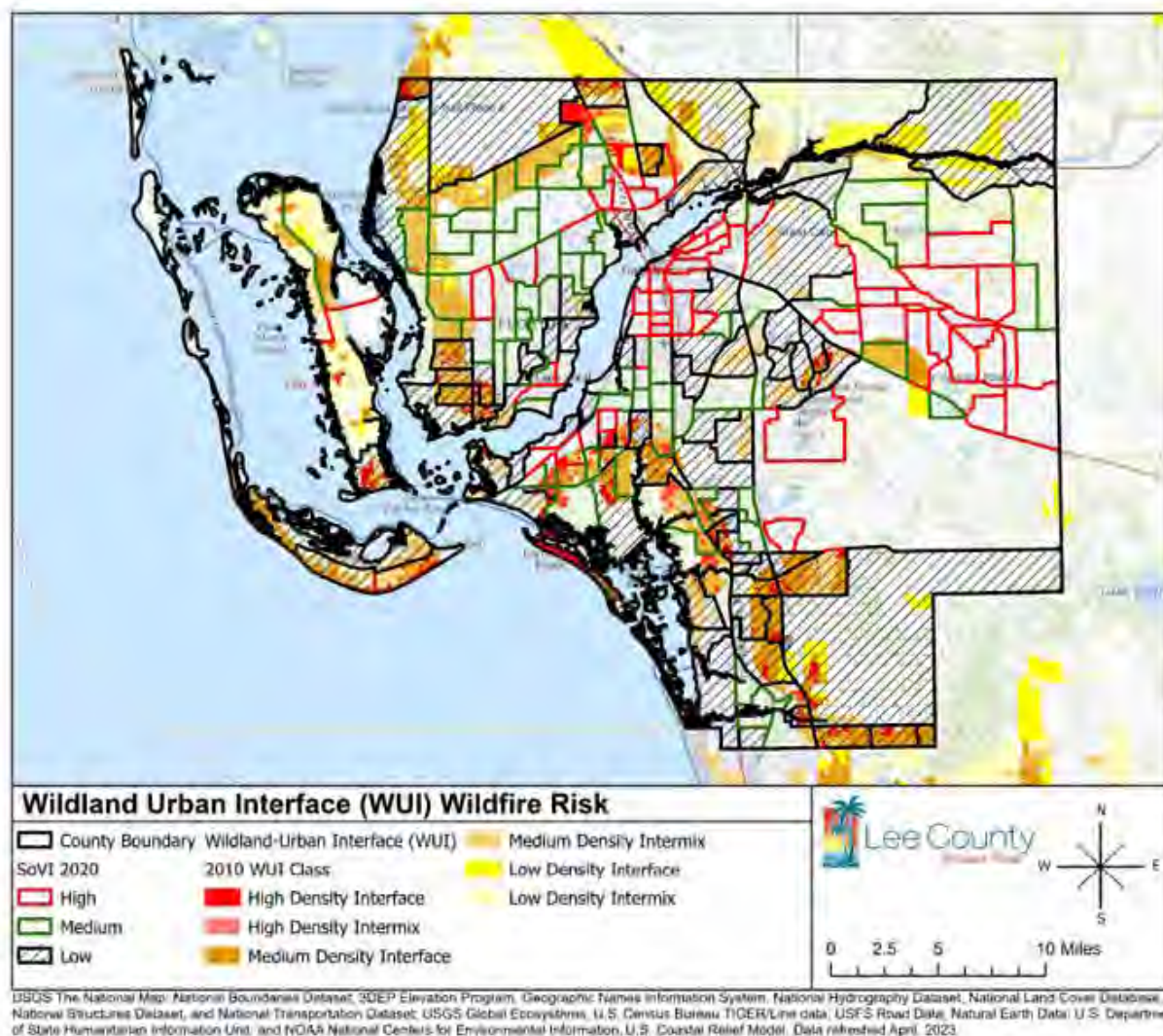
Figure 49 - Lee County Wildland Urban Interface Risk Map.¹⁷³

Table 70 - The WUI class located in the SoVI index areas.

WUI Class	High	Medium	Low
High Density Interface	2,668	4,057	5001
High Density Intermix	61	229	249
Medium Density Interface	7,891	31,555	13,402
Medium Density Intermix	3,461	9,174	13,770
Low Density Interface	3,031	5,525	37,825

¹⁷³ [Layer: Wildland-Urban Interface \(WUI\) \(ID:6\) \(arcgis.com\), FY 2022 ACS 5-Year 2011-2015 Low- and Moderate-Income Summary Data - HUD Exchange](#)

WUI Class	High	Medium	Low
Low Density Intermix	14,758	16,282	21,156
Total	31,870	66,822	91,403

Source: Wildland Urban Interface and SoVI data¹⁷⁴

Risk of hazard

Wildfires can develop and move quickly, causing damage to structures and having the potential to injure or kill. Beyond the potential catastrophe to life and property, wildfires have several other impacts. Wildfires can damage silviculture, causing loss of wildlife habitat, recreation, and timber. Wildfires produce a significant amount of smoke which can cause respiratory issues to sensitive populations. Additionally, the resources required to fight a wildfire are substantial and can pull firefighters and other emergency personnel away from their normal duties, leaving a vulnerability in other areas of the community.

Table 71 - The declared disasters for the Fire incident/event type in Lee County, FL.¹²²

Name	Event Type	Year	Presidential Declaration	
Florida Extreme Fire Hazard	Fire	1998	DR-1223-FL	No Data
Caloosahatchee Fire Complex	Fire	1999	FSA-2254-FL	\$1,064,337.65
Florida Fire Hazard	Fire	1999	EM-3139-FL	\$1,273,616.40
Caloosahatchee Fire Complex	Fire	2007	FM-2692-FL	\$959,055.00
Florida Lehigh Acres Fire	Fire	2017	FM-5179-FL	\$2,004,861.40

Source: FEMA Open Data Declaration Summaries¹⁷⁵

Mitigation measures

The risk of wildfire can be mitigated by reducing fuel loads in wildland areas and especially in the wildland urban interface. Reducing the amount of flammable material can reduce the size and speed of a wildfire and make it easier to bring under control for response personnel. On an individual basis, residents can implement a defensible space perimeter around their structures and/or retrofit those structures to be constructed of ignition resistant materials.¹⁷⁶

Wildfire mitigation for Lee County CDBG-DR related programs and projects will include: (1) science-based project design that conforms to Florida's and Lee County's fire prevention code

¹⁷⁴ Layer: Wildland-Urban Interface (WUI) (ID:6) (arcgis.com), <https://www.vulnerabilitymap.org/>

¹⁷⁵ <https://www.fema.gov/data-visualization/disaster-declarations-states-and-counties>

¹⁷⁶ https://www.fema.gov/sites/default/files/documents/fema_funded-wildfire-mitigation-activities.pdf

and (2) Florida and local fire-restrictive building standards and Land Development Code.

Lee County will conform to Florida Building Code and local permitting requirement, which references the Florida Fire Prevention Code and Life Safety Code. Lee County will balance cost-effectiveness and science-based fire-resistive construction as defined by Florida Building Code. Contractors for WUI area homes will be required to specify their fire-resistive design and materials standards for roofs, and exterior walls, including soffits and windows¹⁷⁷. Additionally, construction must conform to the Lee County Land Development Fire Safety Code. This code requires fire department access, fire flows, and fire hydrant standards.

ADDITIONAL HAZARDS

The hazards mentioned in the previous section are most common and have been the most impactful to the County. Other hazards, as defined by the County's LMS and noted in the State Hazard Mitigation Plan, are less common but still pose a risk to the community and can therefore be mitigated.

- Animal/Plant disease outbreak can cause significant damage to the economy and the environment. As evidenced by the recent pandemic, animal diseases can become communicative to humans and every effort should be made to reduce communication. Disease is typically caused by outside factors and can be mitigated with appropriate protocols. Lee County has experienced plant-based diseases in the form of Citrus Canker as recently as 2006 which resulted in citrus trees being destroyed resulting in economic loss.¹⁷⁸
- Algal blooms can be caused by human factors such as excess fertilizer being deposited into bodies of water and by environmental factors such as temperature or rainfall. Algal blooms such as Red Tide and Green-Blue Algae can cause respiratory issues in humans and significant outbreaks can lead to beach closures and subsequent economic impacts. Algal blooms can be mitigated by reducing the human factors that can exacerbate biological activity, such as reducing the leeching of nutrients from septic tanks into bodies of water. Algal blooms are an ongoing problem for Lee County residents with health warnings being issued as recently as 2023.¹⁷⁹
- Coastal erosion can be caused by wind and wave action removing sand from beach and other coastal areas. This action can expose or even damage infrastructure. Coastal erosion also

¹⁷⁷ Florida Building Code 7th Edition, ch.6, (2020))

¹⁷⁸ <https://www.news-press.com/story/money/companies/2021/01/07/citrus-trees-florida-lee-homeowners/6561855002/>

¹⁷⁹ <https://www.fox4now.com/news/local-news/lee-county/blue-green-algae-bloom-alert-issued-for-lee-county>

damages engineered beaches, which are an economic driver for the County. Sea level rise can exacerbate coastal erosion with high water levels bringing wave action more inland. Coastal erosion can be mitigated by maintaining the size and shape of engineered beaches and by installing wave breaks. Environmental harmonious solutions such as constructed oyster beds, mangroves, or marshes can also reduce coastal erosion.

- Droughts occur when an area experiences a rainfall deficit. The lack of rainwater can impact crops, economic capacity, and can lead to residential drinking water wells going dry. Rural residents in the County are more likely to have water wells on their property. While the factors that cause droughts cannot be mitigated, communities can prepare for drought conditions by storing excess water during wetter times. Projects such as aquifer storage and recovery systems or interconnections with more resilient systems can provide water when surface and shallow groundwater sources are scarce.
- Epidemic/Pandemic disease, as evidenced by the recent period of COVID-19, can have dramatic impacts on communities and the economy. Epidemics and pandemics are not localized and require a response from a much larger community than just Lee County. It is feasible to mitigate some of the risk from epidemics and pandemics but require large scale buy-in and sacrifice. These disease mitigating measures are typically implemented at the time when an epidemic or pandemic is recognized.
- Excessive Heat is a common occurrence in the state of Florida and is it especially impactful to low income, minority, and working populations as they typically have less access to air-conditioned spaces. The risk of excess heat can be incredibly harmful to humans and cause major short and long-term health impacts. Higher temperatures, lasting for longer durations, are becoming increasingly frequent in southwest Florida. Mitigation measures for excessive heat are becoming more common as temperatures rise due to climate change. These measures can include community cooling systems and the introduction of systems and techniques to reduce heat island effects such as lighter colored materials, less heat absorbing materials, and by increasing urban tree canopies by planting more trees.
- Extreme Cold/Freeze is another almost yearly hazard in southwest Florida. While freezing conditions typically have a short duration in this geographical area, as little as four hours of below freezing temperatures can have a major impact on crops and therefore the community economy. Extreme cold also has an impact on humans with those impacts falling on

disadvantaged communities similar to excessive heat. Individuals lacking permanent shelter or those whose residences are under-heated can be adversely impacted during extreme cold and freeze periods. Excessive heat, extreme cold and freezing temperatures for vulnerable populations can be mitigated by creating communal heated spaces. Individual agricultural entities can institute measures to protect crops during freezing periods.

- Severe weather can encompass multiple hazards at once. It can include strong, straight-line winds, hail, lightning, and other natural phenomenon that can cause significant property damage and bodily harm. The climate of southwest Florida is conducive to the development of severe weather events resulting in a number of these events occurring every year. While the risk of a negative outcome from any one severe weather event is low, the frequency of these events leads to more damaging occurrences and injuries than other, larger natural disasters.

4. LOCAL HAZARD MITIGATION PLAN

Primary Risks and Exposure Identified in LHMP

The Lee County Joint Local Mitigation Strategy engaged multiple stakeholders to update and clarify the hazards impacting the Lee County community. The hazards identified are those noted above.

Safety Element of County General Plan

Mitigation is a consideration in multiple County plans including the Lee County Comprehensive Emergency Management Plan¹⁸⁰ which explains the processes, procedures, and tools put in place to prevent, prepare for, respond to, recover from, and mitigate against the hazards identified in the Hazard Identification and Risk Assessment.

Threat to Community Lifelines

FEMA has developed the community lifeline program to understand the threats to people and the built environment. The community lifelines include safety and security, food/water/shelter, health and medical, energy, communications, transportation, and hazardous materials.

Table 74 defines how each hazard impacts each community lifeline.

¹⁸⁰https://www.leegov.com/publicsafety/Documents/Emergency%20Management/LeeCountyAPPROVED_2019CEMPRedacted.pdf

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Table 72 - FEMA Community Lifelines.

Hazard	Safety and security	Food/water/shelter	Health and medical	Energy	Communications	Transportation	Hazardous materials
Flooding	Potential bodily harm	Damage to crops	Damage to medical facilities			Damage to roads and mass transit	Damage or transportation of hazardous material
Storm surge	Potential bodily harm	Damage to crops and water sources	Damage to medical facilities	Damage to power grid	Damage to communications systems	Damage to roads and mass transit	Damage or transportation of hazardous material
Tornadoes	Potential bodily harm		Damage to medical facilities	Damage to power grid	Damage to communications systems		Damage hazardous material facilities
Tropical cyclones	Potential bodily harm	Damage to crops and water sources	Damage to medical facilities	Damage to power grid	Damage to communications systems	Damage to roads and mass transit	Damage or transportation of hazardous material
Wildfires	Potential bodily harm	Damage to crops and water sources			Damage to communications systems		Damage hazardous material facilities
Animal/Plant disease		Damage to crops and animals	Potential medical incidents				
Algal blooms			Potential medical incidents				Direct contribution to pollutant levels
Coastal erosion						Damage to maritime facilities	
Drought		Damage to crops and water sources					
Epidemic/Pandemic	Potential bodily harm		Potential medical incidents				
Excessive heat	Potential bodily harm	Damage to crops and animals	Potential medical incidents				

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May 30, 2023

Hazard	Safety and security	Food/water/shelter	Health and medical	Energy	Communications	Transportation	Hazardous materials
Extreme cold/Freeze	Potential bodily harm	Damage to crops and animals	Potential medical incidents				
Severe weather	Potential bodily harm	Damage to crops and water sources	Damage to medical facilities	Damage to power grid	Damage to communications systems	Damage to roads and mass transit	Damage or transportation of hazardous material

Data Source: FEMA, <https://www.fema.gov/emergency-managers/practitioners/lifelines>

5. OTHER FUNDING FOR MITIGATION ACTIVITIES

The County will continue to leverage other funding sources to maximize recovery and resiliency with a continued focus on vulnerable populations. The County has identified the below resources:

Resilient Florida:

In 2021, the State of Florida created the Resilient Florida program under the Florida Department of Environmental Protection (FDEP). The goal of the program is to develop and implement projects that can protect coastal and inland areas from the impacts of sea level rise, intensifying storms, and flooding. The total program has over \$500 million in funding available for studies, planning activities, and construction projects. The projects are evaluated to ensure the final project will increase the resiliency of the area and reduce the risk to life and property from sea level rise and flooding hazards.

Building Resilient Infrastructure and Communities (BRIC)/Flood Mitigation Assistance (FMA):

FEMA manages two annual mitigation programs that are nationally competitive but can provide significant funding to merited projects. The two programs, Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA). In fiscal year 2022, the federal government allocated \$2.295 billion for BRIC projects nationally and \$800 million for FMA.

6. MITIGATION PROJECT FUNDING

Funding for mitigation projects is being funded by FEMA under HMGP. This funding requires a 25% local share, which could potentially be funded by CDBG-DR infrastructure funding. HMGP projects not eligible for CDBG-DR funding due to a lack of tie-back to Hurricane Ian or not meeting a national objective, would remain an unmet need for the County. Those projects will be evaluated for mitigation funding. The HMGP non-Federal cost share unmet need is estimated at \$377,069,006. Additionally, part or all the funding for mitigation projects not meeting the requirements of HMGP would be a significant unmet need for the County.

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Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: July 21, 2023

Solicitation No.: RFP230391BAG

Solicitation Name: CDBG-DR Program Management and Implementation Staff Augmentation

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS

a. Minimum Security Requirements for Vendor / Third Party Agreements

2. QUESTIONS/ANSWERS

1.	The Document Management Form identifies the Affidavit Principal Place of Business as a required form. However, the form was not provided with the solicitation. Will the County please provide a copy of this form for vendors to complete?
Answer	Please see Addendum 1 Attachment a.

2.	For RFP No. 1 Staff Augmentation and RFP No. 2 Individually Occupied Housing Programs which is expected to be released on July 14th is it permissible for a firm to either submit proposals as a prime vendor for both opportunities; participate as a subcontractor under both opportunities; or submit a proposal as a prime on one opportunity and as a subcontractor for the other?
Answer	Yes, firms are able to submit proposals on both projects as either prime or subcontractor.

3.	Public presentations have been made by the County noting that a firm has assisted with developing elements of the Action Plan, as well as providing other IAN disaster related services. We also believe they presented at one of the public events. Does the County believe that the assistance being provided by this firm presents a conflict or provides the firm with an unfair competitive advantage per 2 CFR 200.319? Will the firm be permitted to submit a proposal as a prime or subcontractor to another firm?
Answer	We assume you are referring to 2 CFR Part 200.319 (b), which states “In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.” No firm has developed or drafted this RFP or the specifications, requirements, or statements of work herein. Please see the answer to Question 23 of Addendum Number 1.

4.	Is it possible to obtain a list of the vendors who participated at the non-mandatory bidder’s conference that will be held on July 14th?
Answer	Please see the County’s project website for Pre-Proposal Meeting Sign In Sheet.

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5.	Page 54 RFP notes that Proposal Question Deadline is in 8 days. If correct the deadline will be Sunday, July 23. Is it safe to assume the deadline will be Monday, July 24th?
Answer	Question deadline is (8) days prior to opening and questions received will be addressed as quickly as possible.
6.	It appears the RFP does include a pricing sheet – will Lee County provide a form for completion as part of the proposal submission?
Answer	The Bid Proposal Excel Form is located on the County website for this project: Project (leegov.com) The Bid Proposal Excel form for this project must be submitted both via USB drive as an Excel file and printed as hard copy submittal included within Tab 5 of the firms proposal.
7.	RFP Section 3.6 Information Systems presents the system requirements as part of the delivery model. Will the cost of the technology be included as a separate fee, or should it be part of the proposed rate per hour?
Answer	Please see Addendum 1 for updated Bid Proposal Form and addition to Page 35, Section 3.6.
8.	Is it permissible to provide an executive summary which will not be included as part of the 15-page limit?
Answer	An executive summary would count towards the page count as this is not a table of contents, required forms or tab sheet dividers.
9.	The RFP is silent to the required number of References required as part of the proposal submission. How many References will the County require a responding firm to provide?
Answer	Please refer to Page 55 Form 3 Reference Survey for further instructions.
10.	Are there any specific Technology Security requirements that the County is requiring a responding firm to comply with?
Answer	Please see Attachment A, attached herein.
11.	Is there a specific task order in which the County will request a Technology Solution by a responding firm?
Answer	Implementation of the software and associated work and products required by this RFP will be negotiated and included in Task Order #1.
12.	Is there a date in which the County will require the Technology Solution must be production ready?
Answer	This will be negotiated under Task Order #1, but firms should expect to mobilize quickly.
13.	Is the vendor system intended for monitoring/tracking Grant>Program>Project level status or manage all Activity level aspects of the grant?
Answer	Both. The system will be used for monitoring/tracking high level grant performance and managing all Activity level aspects of program/project delivery.
14.	Can the County confirm if the “estimated quantity” in column D is a benchmark for the overall expected level of effort for each resource? Or is this just an example estimate that can be changed?
Answer	The County will be negotiating the staffing hours and performance measures/benchmarks with the selected firm. The “estimated quantity” is for the

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	County's purposes in comparing pricing proposals for determination of cost reasonableness.
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15.	Can vendors be awarded for both this RFP and the County's new RFP for CDBG-DR Individual Housing Programs Management and Implementation (RFP230432BAG)?
Answer	Yes, firms are able to participate on both projects.

16.	Can the County clarify when the pre-proposal meeting recording will be posted for vendors to review?
Answer	The Pre-proposal audio is currently available under the project page on the Procurement LeeGov Website: Project (leegov.com)

17.	The pre-proposal sign in sheet does not appear to reflect all vendors that were present during the meeting. Is there an additional sign in sheet that includes all vendors that were in attendance?
Answer	All pages of the sign in sheet are posted and all in attendance were requested to sign in for records purposes.

18.	In reference to RFP Section 6.1.2 on county facilities, Will any exceptions be made for firms with screenings performed by Federal cognizant agencies for virtual staff, non-essential staff?
Answer	At the County's discretion this shall be negotiated following award of this project.

19.	In reference to section 4.3, Section 3 businesses, what format is proof of Section 3 required as? If an attachment is required, will this count towards the 15 page limit?
Answer	If a firm is a certified Section 3 business, as stated in section 4.3 the Bidder/Proposer is required to indicate this certification. Proof of certification of Section 3 may be included in Tab 6 with required forms. The certification will not count towards the 15-page limit. Proof of certification may be provided by an actual issued Certification or proof shown from HUD.gov website.

20.	Would the government consider electronic submission for this proposal, given the limited number of pages?
Answer	Electronic submissions shall not be accepted. Please refer to Page 4, Section 4: RFP – PREPARATION OF PROPOSAL.

21.	Thumb drives: Our IT Security company policy and procedures prevents the use of external devices (i.e., thumb drives). Would the government allow the electronic submission via email in lieu of the thumb drive--in addition to submitting hardcopies?
Answer	Emailed submissions shall not be accepted. Please refer to Page 4, Section 4: RFP – PREPARATION OF PROPOSAL. If your Firm is restricted from providing the use of thumb drives due to security reasons, please ensure your hard copy submission includes this notification. All others submission requirements must be followed.

22.	Is the Affidavit Principle Place of Business Form still required? If so, can Lee County amend the RFP and add the form with the correct numbering, as the RFP does not have the form within it with the proper number.
Answer	Please see Addendum 1 Attachment a.

23.	Please confirm that the on-site hourly rate is what will used to be scored and that any discounted hourly rate will not be factored into Price Scoring.
Answer	The pricing proposals will be scored based on the on-site hourly rates and software costs on Page 1 of the Pricing Proposal Form. All optional contract renewal costs

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	<p>will be considered and included in the Project Total for scoring purposes. Any positions and rates proposed on Page 2 will be for negotiation purposes only (not scored).</p> <p>Under Tab 3, proposers are asked to provide a detailed plan of approach. The County recognizes that some firms may propose additional staffing positions and remote workers as part of their overall contract delivery concept. Proposers may use Page 2 of the Pricing Proposal Form to support these elements of their proposals. The Evaluation Committee will consider the proposer's overall project approach as a whole to potentially include any rates listed on Page 2 of the Pricing Proposal Form and may be used for contract and Task Order negotiations.</p>
24.	In the case of on-site or remote rates, there will be multiple positions proposed that have differing rates. How will the lowest priced proposal be determined? We assume that it will be the lowest, average hourly rate but want to confirm.
Answer	<p>The pricing proposals will be scored based on the on-site hourly rates and software costs on Page 1 of the Pricing Proposal Form. All optional contract renewal costs will be considered and included in the Project Total for scoring purposes. Any positions and rates proposed on Page 2 will be for negotiation purposes only (not scored).</p> <p>Under Tab 3, proposers are asked to provide a detailed plan of approach. The County recognizes that some firms may propose additional staffing positions and remote workers as part of their overall contract delivery concept. Proposers may use Page 2 of the Pricing Proposal Form to support these elements of their proposals. The Evaluation Committee will consider the proposer's overall project approach as a whole to potentially include any rates listed on Page 2 of the Pricing Proposal Form and may be used for contract and Task Order negotiations.</p>
25.	Is the estimated quantity of hours in the Addendum 1 bid proposal form a number that can be adjusted based on the number of staff we would propose for each position? Or is the expectation that there will be only one full time staff member for each position for the first three years.?
Answer	Please see the answer to Question 14.
26.	The Bid Proposal Form Tab 1 allows for one rate per staff item. However, there may be multiple positions included in the delivery of a specific task (i.e., senior staff through administrative analyst). Are vendors to provide a blended rate of multiple staff positions in the unit cost?
Answer	Please see the answer to Question 14. Vendors should price each staff item in a way that their proposals are both competitive and realistic should only the rates on Page 1 be used in the final contract.
27.	Will the unit price rate proposed in the Bid Proposal Form Tab 1 be the only billings rates allowed for all staff included on this engagement? In other words, will the selected vendor only have 5 rates for the staff member assigned: CDBG-DR Planning and Policy Support Staff CDBG-DR QA and Monitoring Staff CDBG-DR Environmental Review Staff CDBG-DR Project Managers CDBG-DR Subject Matter Expert
Answer	Any additional staff positions or supplemental rates must be added to Tab 2. All final rates and positions will be negotiated based on the pricing proposal submitted.

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28.	Are the Notice of Funding Availability the same as the procurement package?
Answer	No. This RFP is the procurement package. As part of contract delivery, the selected vendor will be assisting the County with the issuance of Notices of Funding Opportunity that will announce to the general public the parameters and application guidelines for CDBG-DR projects under the general scope of this contract.
29.	Is this solicitation encompassing the housing implementation also?
Answer	This solicitation is for staff augmentation and implementation as described in the RFP package. Implementation of the Affordable Housing Development and Preservation (5 or More Units) project is included in this RFP as described in section 3.13 of the Detailed Specifications. An RFP for Individual Housing Implementation is currently advertised and available on our website.
30.	Does the county have an expectation of percentage of staff that needs to be located here in Lee County?
Answer	The County does not have an expectation of a percentage of staff that needs to be located here.
31.	All grant required forms have limited space, is it allowable to submit supporting documentation to ensure all required documentation is included in the submission?
Answer	If there is insufficient space to complete the forms, the submitting firm shall be able to provide supporting documentation to ensure it is completed in its entirety.
32.	Does the Action Plan being presented to board for approval include an unmet needs assessment?
Answer	Please see Addendum 1 attachment b.
33.	Does Tab 5 count toward the proposal page limit? The content is a required form and the bid schedule. It's our understanding that the required forms do not count toward the page limit, but wanted to confirm.
Answer	Any required forms will not count towards the page count.
34.	For RFP No. 1 Staff Augmentation and RFP No. 2 Individually Occupied Housing Programs which is expected to be released on July 14th is it permissible for a firm to either submit proposals as a prime vendor for both opportunities; participate as a subcontractor under both opportunities; or submit a proposal as a prime on one opportunity and as a subcontractor for the other?
Answer	Yes, firms are able to participate on both projects.
35.	Public presentations have been made by the County noting that a firm has assisted with developing elements of the Action Plan, as well as providing other IAN disaster related services. We also believe they presented at one of the public events. Does the County believe that the assistance being provided by this firm presents a conflict or provides the firm with an unfair competitive advantage per 2 CFR 200.319? Will the firm be permitted to submit a proposal as a prime or subcontractor to another firm?
Answer	Please refer to the answer to Question 3.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

EXHIBIT F
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A handwritten signature in black ink, appearing to read "Brooke Green", is written over a horizontal line.

Brooke Green, CPPB

Grants Procurement Analyst

Direct Line: 239-533-8848

Lee County Procurement Management

EXHIBIT F
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Minimum Security Requirements for Vendor / Third Party Agreements

Cybersecurity Insurance: The vendor must have the appropriate amount of cyber insurance commensurate with the size and scope of services provided.

Security Certifications: Vendors must have the following certifications for data security, integrity, availability and privacy: NIST or comparable framework, ISO 27001, or SOC 2 Type II and OSWAP. ISO 27001 or SOC 2 Type II certifications must be externally audited per industry standards to ensure compliance.

Data Security: There must be administrative and technical security controls in place to protect data from unauthorized access, misuse, exfiltration, loss, or manipulation. All data at rest and in transit must be encrypted using AES 256 standard or current industry standard.

Access Control: There must be technical controls including but not limited to complex passwords, access privileges (Role Based) and multifactor authentication. These controls must be fully implemented and tested. In addition, there must be physical controls in place to prevent unauthorized access to facilities.

Incident Response, Disaster Recovery and Business Continuity: Incident Response, Disaster recovery and Business Continuity plans must be established and tested to ensure continuous availability of business operations per the agreement's SLA. These plans must be reviewed and updated on a regular basis.

Vulnerability Management: All servers, endpoints and applications must be regularly scanned for vulnerabilities, including missing patches, outdated versions of software, and certificate issues. Scans may be run by appropriate internal staff or a qualified external party. The vendor must maintain an appropriate vulnerability management program to remediate issues in a manner appropriate to the risk.

Penetration Testing: Internet-facing and internal systems and applications must undergo third-party penetration testing at least annually to identify vulnerabilities and remediate all actively exploited critical, high-risk and relevant vulnerabilities. Remediation must be completed in a manner appropriate to the risk.

Data Destruction: Upon termination or expiration of the agreement and secure transfer of data to the county, all County owned data must be erased, destroyed, and rendered unrecoverable on all devices hosting such data. The vendor must provide to the County written notice of completion of the data destruction process.

Logging: There must be appropriate logging in place to facilitate a forensic analysis in the event of a security incident, ransomware attack and / or breach.

Security Awareness Training: All employees must have a minimum of annual security awareness training which includes phishing simulations and policy reviews.

**EXHIBIT F
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Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
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www.leegov.com/procurement

Posted Date: July 26, 2023

Solicitation No.: RFP230391BAG

Solicitation Name: CDBG-DR Program Management and Implementation Staff Augmentation

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE/PROPOSALS DUE EXTENSION:

FROM: July 31, 2023 at 2:30 PM

TO: August 3, 2023 at 2:30 PM

2. ADDITIONS/CLARIFICATIONS

a. Page 39, Section 3.12.1.3 Task 3 Environmental Review

3.12.1.3.1.1 Tier 2 Site Specific Environmental Reviews under this Task for this RFP shall only be for Planning, Infrastructure, Public Services, and Affordable Housing Development and Preservation (5 or More Units); Individual Housing Program Tier 2 Site Specific Environmental Reviews shall not be done under this project.

3. QUESTIONS/ANSWERS

1.	Would Lee County be open to receiving a proposal exclusively for the system of record as outlined in section 3.6 Information Systems?
Answer	The proposals submitted shall encompass all scope of work specifications in the solicitation package.
2.	The RFP is requesting pricing for 75 licenses. Is the 75 licenses just for Lee County users or is it intended to be inclusive of all 3rd party users for both RFPs?
Answer	This is an estimated number of licenses for County users and third-party users working under the contracts awarded as a result of both the Staff Augmentation and Individual Housing Implementation RFPs. The actual number of licenses needed will be based on the final negotiated staffing plans for each contract. The number of County users is estimated at 20.
3.	Will the "Project Total" line from the Bid Proposal Form be used as the total contract value post award? Or is it just to be used for evaluation purposes?
Answer	The "Project Total" on the Bid Proposal Form Addendum 1 will be utilized for Tab 5 Price Scoring in the Evaluation. Final contract pricing shall be negotiated.
4.	How many applications/ subrecipients does Lee County expect to use on the software provided ?

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Answer	The County cannot speculate as to how many applications will be received for all of its programs under the CDBG-DR award. Vendors might want to consider the program details and community needs provided in the draft Action Plan, which is now published publicly as part of the agenda packet for the Board of County Commissioners' meeting to be held on August 1, 2023. Interested parties can view the agenda packet online at: https://www.leegov.com/bocc/meetings/agendas
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5.	Does the cover letter of the proposal count towards the page count?
<i>Answer</i>	Please see Page 51 under Cover Page Section: <i>*Cover Page: Introduction does NOT count towards page restriction requested herein.*</i>

6.	Since the addendum 1 included the "price proposal form", is the provided excel spreadsheet considered one of the forms listed in Tab/Section 6? If so, can we eliminate tab 5 from our submission in lieu of the electronic submission and the PDF version in tab/section 6?
Answer	Addendum 1 Excel Pricing Proposal Form replaces the original Pricing Proposal Form advertised with the solicitation page. All tabs should be included and labeled for evaluation purposes.

7.	Tier 2 environmental review and inspections are tightly integrated with Individual Housing implementation. Would the County consider moving the responsibility of the Tier 2 environmental reviews and related inspections to the individual housing implementation contractor? This would reduce costs and improve applicant satisfaction by reducing the number of visits to an applicants' home.
Answer	The County agrees that this is best practice. The Tier 2 site specific environmental reviews for individual housing activities will not be completed under this project. Please refer to Additions/Clarifications section herein.

8.	As outlined in Task 3 the augmentation vendor is going to perform environmental reviews, but according to Task 2 the same vendor would be responsible for completing compliance. This is a conflict of interest. Can the environmental services scope be moved to the implementation contractor to avoid conflict of interest?
Answer	The scenario described above does not constitute a conflict of interest under 2 CFR § 200.318; however, the County is removing Tier 2 site specific environmental reviews for individual housing activities from the scope of work for this RFP. The County and the vendor will work together to determine the proper policies and procedures to ensure adequate internal controls and separation of duties.

9.	The Draft report references Appendices A through C but those appendices are not attached to the report. Can the County please provide the appendices referenced in the report provided in this addendum?
Answer	The entire draft Action Plan is now published publicly as part of the agenda packet for the Board of County Commissioners' meeting to be held on August 1, 2023. Interested parties can view the agenda packet online at: https://www.leegov.com/bocc/meetings/agendas

10.	Item 3.12.1.1.1 states "The County intends to have at least two (2) Planning and Policy Support staff members at the start of the contract and may add more positions or reduce staff assigned as workloads fluctuate throughout the life of the grant. Initial staffing level for this task will be negotiated under Task Order 1, and the County will expect the Vendor to propose an appropriate number of personnel." Do the two (2) planning and
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	policy support staff mentioned above refer to County staff or two (2) staff initially provided by the vendor?
Answer	Provided by the vendor. Final staffing will be determined at the time of contract and Task Order #1 negotiations.

11.	Per Addendum 2 (Question 15), a single firm may be eligible to be awarded for both RFP230432BAG for CDBG-DR Individual Housing Programs Management and Implementation and RFP230391BAG for CDBG-DR Program Management and Implementation Staff Augmentation. The scope of work for RFP230391BAG includes compliance monitoring for work completed by the vendor awarded for RFP230432BAG (e.g., Task 2 item 3.12.1.2.3.12). This is a conflict of interest as a vendor implementing a program cannot oversee and monitor their own work and could lead to a claw back of funds. We believe the County would be better served to have two separate vendors awarded for these two RFPS to eliminate any potential conflicts of interest that would be associated with completing auditing and compliance of their own work. Should the contracts be awarded to two separate firms to eliminate the conflict of interest?
Answer	While this does not meet the definition of “conflict of interest” per 2 CFR § 200.318, the County recognizes that the separation of duties achieved by utilizing two different vendors might enhance its internal controls. In any event, County staff will oversee selected vendors and be responsible for contract compliance.

12.	In follow-up to the response to Question 23, please confirm that any additional positions should be added as additional columns following the same format currently provided in the “Page 2” tab.
Answer	Correct, Page 2 of the Bid Proposal Form is to be utilized by Vendors for any additional positions.

13.	Tab 1 of the Bid Proposal Form includes a single rate for Years 1-3, followed by an opportunity to propose different pricing for the Optional Years. Tab 2 allows vendors to provide individual rates for all years individually (Years 1 through 6). Please clarify if vendors should be limited to a single rate for Years 1-3, or if vendors may propose pricing for each year individually.
Answer	Vendors are to submit pricing for the initial three (3) year term as a lump sum. Please do not modify pricing structure on the Bid Proposal Form.

14.	We understand that grant managers often provide a system of record in similar scopes of work; however, allowing the vendor responsible for processing applications to provide a case management software can create a more efficient workflow. Would the County consider transferring scope items 3.6.2.1 and 3.6.2.2 to the scope of work for RFP230432BAG for CDBG-DR Individual Housing Programs Management and Implementation?
Answer	The County prefers one system of record for all CDBG-DR activities.

15.	Will the system be required to interface with any 3rd party systems? If so, please specify all systems. For each system, is the integration an API integration
Answer	The system is not required to interface with any third-party systems. However, the County does require that the system have certain data export and reporting features as described in 3.6 Information Systems.
16.	Does a cover letter count toward the page limit?


Answer	Please see Page 51 under Cover Page Section: *Cover Page: Introduction does NOT count towards page restriction requested herein.*
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17.	Considering the amount of time between the Action Plan's anticipated date of publication (July 25) and the County's response to final questions submitted before the Q&A deadline, would the County consider extending the final deadline to 8/7 to allow vendors time to incorporate the County's answers and draft Action Plan into their proposals?
Answer	The County's Action Plan is in draft form and not yet approved by the Board of County Commissioners for posting for the public comment period. Firms should consider the draft Action Plan in preparation of their proposals but recognize the possibility that the Plan may change as a result of public input. The County is extending the deadline for proposal submission to August 3, 2023 at 2:30 PM to allow firms one week of Draft Action Plan review.

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ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.



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