

RFP230432BAG
CDBG-DR Individual Housing Programs Management and Implementation
Horne LLP

E1 Contract # 9911

AGREEMENT FOR CDBG-DR INDIVIDUAL HOUSING PROGRAMS MANAGEMENT AND IMPLEMENTATION

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 Horne LLP, a Delaware limited liability partnership authorized to do business in the State of Florida, whose address is 661 Sunnybrook Rd., Suite 100 Ridgeland, MS 39157, and whose federal tax identification number is 201941244, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase project implementation, case management, and construction oversight services for the County's CDBG-DR individual housing assistance projects from the Vendor in connection with "CDBG-DR Individual Housing Programs Management and Implementation" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP230432BAG on July 14, 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 September 11, 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. RFP230432BAG made part of this Agreement as Exhibit B, all addenda to Solicitation No. RFP230432BAG, and the Vendor's proposal to Solicitation No. RFP230432BAG 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 October 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 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:

- 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 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. 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.

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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Anna Stroble
 Title: Partner

County's Representative

Name: Mary Tucker
 Title: Procurement Management Director

Address: 661 Sunnybrook Rd.,
Suite 100
Ridgeland, MS 39157
Telephone: (601) 326-1317
Facsimile: (601) 326-1398
Email: Anna.Stroble@Horne.com

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

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

WITNESS:

Signed By: Chelsea Blake

Print Name: Chelsea Blake



Horne LLP

Signed By: [Signature]

Print Name: Scott Keller

Title: Partner

Date: 10/5/2023

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
BY: [Signature]
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CHAIR

DATE: 10/23/2023 | 7:40 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:
BY: Chris Jagodzinski
DEEAC59F178B449...
DEPUTY CLERK

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

DocuSigned by:
BY: Amanda L. Swindle
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OFFICE OF THE COUNTY ATTORNEY

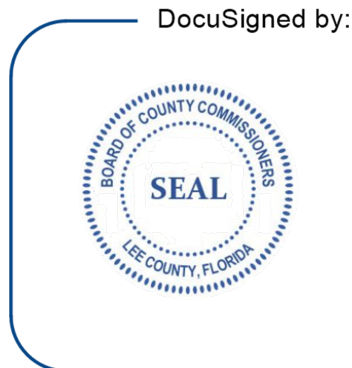


EXHIBIT A DETAILED SPECIFICATIONS

The Vendor shall provide project implementation, case management, and construction oversight of the County's CDBG-DR individual housing assistance projects. Such activities shall be carried out in full compliance 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.

Under a separate RFP (RFP230391BAG CDBG-DR Program Management and Implementation Staff Augmentation), the County is soliciting a contract for a vendor to provide program management staff augmentation, grant compliance and monitoring activities, environmental reviews, project implementation, and administrative coordination and support (the "staff augmentation vendor"). The vendor awarded under this RFP and the staff augmentation vendor will be required to coordinate from time to time as further described throughout the tasks below.

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.

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

- Provide all necessary equipment and supplies for its staff working under this contract.
- Establish a functional organization structure with proper administrative oversight.
- Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
- Submit monthly activity reports indicating the status of projects. These reports shall include any areas of concern or needs identified by the Vendor.
- Meet at least one time weekly, potentially more frequently, with the County's contract manager and cooperate with all County monitoring activities for contract oversight.
- 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 at the end of the contract term, or Task Order term, whichever applies.

Vendor's Personnel

Throughout the term of the contract and all renewals, 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 standing weekly meeting.

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

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. 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.

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.

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. Staff members must take meal breaks as required by law and no staff member may be scheduled to work more than 12 hours in one shift. Variations in these work hours may be approved by the County on a case-by-case basis.

Information Systems

The Vendor shall be required to collaborate with the staff augmentation vendor who will host the system of record selected for the management of the CDBG-DR grant. The Vendor shall ensure the system is updated with end-to-end documentation for all individual housing projects. The County must be able to retain use of the system and records for the full records retention period required by law.

The Vendor shall provide its Canopy software system for application and case management of the County's CDBG-DR individual housing programs. As described in this Agreement, the Vendor shall configure the system for these programs and provide data and case documentation to the County and in collaboration with the County's CDBG-DR Staff Augmentation vendor. The County is not purchasing the Canopy software system, and the Vendor is not entitled to license, maintenance or data storage fees. However, the Vendor shall provide use of the system to County staff as necessary to successfully implement the individual housing programs. Further, the Vendor shall provide adequate data storage and records retention and system access for the duration of the Agreement and all related compliance periods required by County, State and Federal regulations or authorities, such as, but not limited to, audit compliance periods, records retention periods, and all grant-related compliance periods determined by the US Department of Housing and Urban Development (HUD).

Data Ownership

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

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.

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.

Computer Equipment

The Vendor shall be required to collaborate with the staff augmentation vendor who will host the system of record selected for the management of the CDBG-DR grant. The vendor shall ensure the system is updated with end-to-end documentation for all individual housing projects. The County must be able to retain use for the full records retention period required by law.

The County will provide an internet connection for use by the Vendor's onsite personnel. The County reserves the right to perform a security scan of any Vendor computer equipment that is approved for access to the County network.

Tasks/Deliverables

Vendor shall be responsible for the implementation of individual housing projects in collaboration with County personnel and the staff augmentation vendor 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.

Vendor shall collaborate with County personnel and staff augmentation vendor to perform tasks related to the development of individual housing projects to include formulating policies, procedures, and application documents for the County's individual housing projects under CDBG-DR. Anticipated projects may include, but are not limited to, the rehabilitation, reconstruction and/or elevation of owner- and renter-occupied housing units, home purchase assistance, and voluntary residential buyouts. Initial staffing levels will be negotiated under Task Order 1, and the County will expect the Vendor to propose an appropriate number of personnel. (Note: The County's Affordable Housing Development and Preservation projects, which include the commercial development of new affordable housing and the rehabilitation of rental housing consisting of five (5) units or more, are not included in this scope; the staff augmentation vendor will implement and manage those projects.)

Task 1 - Implementation and Management: Housing Rehabilitation, Reconstruction and/or Elevation

Vendor shall provide implementation services for the County's Individual Housing projects, including but not limited to the rehabilitation, reconstruction and/or elevation of owner- or renter-occupied housing units. Rehabilitation, reconstruction, and/or elevation of renter-occupied housing for the purposes of the RFP will include only buildings with less than five (5) rental units. The Vendor will provide recommended staffing roles and numbers based on the activity sufficient to provide community engagement, processing of applications, assistance to applicants, construction oversight, and compliance monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative. The County expects that staff assigned to this Task shall consist of case managers, support staff, construction managers, contractor liaisons, and subject matter expert employees that have single Solicitation No. RFP230432BAG

family housing construction management, and/or similar experience, including direct experience in the planning, design, and implementation management of large scale CDBG-DR single family housing construction projects, case management, eligibility determination, and experience with HUD regulatory compliance.

Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, compliance monitoring, and closeout of the County's individual housing projects, including those tasks outlined below. The County has established prioritization criteria (see table below) and a pre-application and intake application process which the Vendor shall follow for the implementation of all Task 1 projects.

Prioritization Criteria

Application Phases		Phase I	Phase II	Phase III	Phase IV	Phase V
Household Income	Less than 50% AMI	<input checked="" type="checkbox"/>				
	Between 50% and 80% AMI		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Between 80% and 120% AMI*				<input checked="" type="checkbox"/>	
	Between 120% and 140% AMI*					<input checked="" type="checkbox"/>
Homeowner 62+ and/or Household Member with Disability	Yes		<input checked="" type="checkbox"/>			
	No			<input checked="" type="checkbox"/>		

Pre-Application Phase

- Assisting the County with program development and acting as the subject matter expert for technical and programmatic guidance on project design for the rehabilitation, reconstruction and/or elevation of owner or renter occupied housing units. Applications received will be a mix of requests for homeowner reimbursement for completed rehabilitation/reconstruction/elevation and requests for assistance to complete rehabilitation/reconstruction/elevation activities. The Vendor staff assigned to this task shall coordinate with the County and its staff augmentation vendor to create 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.
- Defining the standard bid specifications for activities under rehabilitation, reconstruction, and/or elevation projects by incorporating the County's construction requirements that will include green building standards and resiliency standards.

- Establishing the staffing structure and workflows for application submission and evaluation in accordance with the County's prioritization criteria, as outlined in the Action Plan. 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 Individual Housing Program Policies and Procedures. 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 and potential contractors of the funding opportunity.
- 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, which should include onsite and mobile application sites.
- 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.
- Providing applicants with technical assistance regarding the program and its application process to enable them to submit complete an actionable application.
- Creating the online application to ensure complete data collection. This includes collaborating in the selected system or record either provided by the County's staff augmentation vendor or other Lee County solution. The application solution should include online forms and document upload capabilities for collecting required documents to constitute a HUD compliant eligibility and duplication of benefits process. The application process will include case management logging, inspection documentation, and centralized two-way communication, and workflow management.
- Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant case files.
- Assisting applicants with navigating 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, income eligibility, housing inspections and other compliance checks in accordance with federal requirements and the County's policies.
- Determining applicant eligibility and evaluating and prioritizing applications, as necessary.
- Coordinating and leading regularly scheduled case review and appeal/grievance meetings for the purpose of discussing complaints, exception requests and difficult cases.
- Monitoring the application, review, and payment process for fraudulent activity.

- Meeting with contractors and clients to resolve any issues and ensure timely and compliant completion of activities. Reporting complaints and potential litigation to the County in a timely manner.
- Collaborating with the staff augmentation vendor to ensure the completion of appropriate levels of environmental reviews for each activity. The vendor shall document each case file and the HUD Environmental Review Online System (HEROS) as necessary to ensure compliance with 24 CFR Part 58.
- Assisting with fair housing advice and advocacy for clients (e.g., processing complaints and filing claims)
- Providing technical assistance and regular communication to clients.
- Drafting procurement documents for individual housing activities.
- Reviewing documentation submitted by homeowners for reimbursement to ensure eligibility and completeness.
- When applicable, procuring contractors and/or materials suppliers necessary to complete the rehabilitation, reconstruction and/or elevation of owner- or renter-occupied housing units in compliance with 2 CFR 200 requirements.
- When applicable, overseeing the construction process on behalf of the client to ensure timely, compliant, and quality completion.
- Conduct onsite inspections to verify activities meet or exceed standard bid specifications for individual housing projects and recording such inspection activity through use of inspection checklists to track progress within the client file.
- Completing any assigned fiscal processing tasks in a manner that ensures timely payment for contractors and adhering to all County policies and procedures, and federal regulations.
- Actively monitoring all client files to ensure program compliance and activity timelines are met.
- 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 grant compliance and monitoring to include, at minimum:
 - a) Ensuring homeowner documentation for reimbursement is complete and accurate.
 - b) Providing data for Quarterly Progress Reports (QPRs) for the County's review and approval.
 - c) Conducting regular, on-site monitoring of construction contractors to ensure compliance with federal regulations, building codes 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 contractor is out of compliance or is found to be at risk for noncompliance.

- d) Producing inspection checklists to track progress and standard bid specifications for individual housing projects.
- e) Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.

Closeout Phase

- Recording mortgage, lien, or other required documents to ensure a minimum compliance period of five (5) years for each housing unit assisted with CDBG-DR funds.
- Ensuring complete and accurate closeout of the rehabilitation, reconstruction, and/or elevation 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 clients with any project completion activities for which they are responsible.
- Communicating warranty information and ongoing compliance requirements to clients.

Task 2 – Program Implementation and Management: Home Purchase Assistance

The Vendor shall provide implementation services for the County's Home Purchase Assistance Project. This project is expected to assist low- and moderate-income homebuyers by providing soft second mortgages and closing cost assistance to acquire site-built homes outside of Special Flood Hazard Areas. The Vendor will provide recommended staffing roles and numbers based on the activity to provide community engagement, processing of applications, assistance to applicants, activity closeout and compliance monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

The County expects that staff assigned to this Task shall consist of case managers, support staff, construction managers, contractor liaisons, and subject matter expert employees that have real estate transaction, case management, eligibility determination, and/or similar experience, including direct experience in the planning, design, and implementation management of large scale CDBG or CDBG-DR home purchase projects, and experience with HUD regulatory compliance.

Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, compliance monitoring, and closeout of the County's home purchase assistance project, including those tasks outlined below. The County has established prioritization criteria (see table below) and a pre-application and intake application process which the Vendor shall follow for the implementation of all home purchase assistance projects.

Prioritization Criteria

Application Phases		Phase I	Phase II	Phase III	Phase IV	Phase V
Household Income*	Less than 50% AMI	<input checked="" type="checkbox"/>				
	Between 50% and 80% AMI		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Between 80% and 120% AMI				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Homeowner 62+ and/or Household Member with Disability	Yes		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	No			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

Pre-Application Phase

- 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, which should include onsite and mobile application sites.
- Assisting the County with project development and acting as the subject matter expert for technical and programmatic guidance on project design for individual homeownership assistance, which may include down payment, closing cost, and mortgage buydown assistance.
- Supporting the County and its staff augmentation vendor with writing 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.
- Establishing the staffing structure and workflows for application submission and evaluation in accordance with the County's prioritization criteria, as outlined in the Action Plan. 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 Individual Housing Program Policies and Procedures. 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 and lending institutions of the funding opportunity.
- Providing applicants with technical assistance regarding the program and its application process to enable them to submit complete an actionable application.

- 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.
- Creating the online application to ensure complete data collection. This includes collaborating in the selected system or record either provided by the County's staff augmentation vendor or other Lee County solution. The application solution should include online forms and document upload capabilities for collecting required documents to constitute a HUD compliant eligibility and duplication of benefits process. The application process will include case management logging, inspection documentation, and centralized two-way communication, and workflow management.
- Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant 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, income eligibility, housing inspections, 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.
- Determining applicant eligibility and evaluating and prioritizing applications, as necessary.
- Collaborating with the staff augmentation vendor to ensure the completion of appropriate levels of environmental reviews for each activity. The vendor shall document each case file and the HUD Environmental Review Online System (HEROS) as necessary to ensure compliance with 24 CFR Part 58.
- Coordinating and leading regularly scheduled case review and appeal/grievance meetings for the purpose of discussing complaints, exception requests and difficult cases.
- Monitoring the application, review, and payment process for fraudulent activity.
- Assisting with fair housing advice and advocacy for clients (e.g., processing complaints and filing claims).
- Providing technical assistance and regular communication to clients and lending institutions.
- Drafting procurement documents for County any vendors necessary to fully implement the home purchase assistance project.
- Procuring vendors necessary to fully implement the home purchase assistance project in compliance with 2 CFR 200 requirements.

- Completing any assigned fiscal processing tasks in a manner that ensures timely payment for home purchases and adhering to all County policies and procedures, and federal regulations.
- Actively monitoring all client files to ensure program compliance and activity timelines are met.
- 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. Reporting complaints and potential litigation to the County in a timely manner.
 - a) Providing grant compliance and monitoring to include, at minimum:
 - b) Providing data for Quarterly Progress Reports (QPRs) for the County's review and approval.
 - c) Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.

Closeout Phase

- Recording land use restrictions or other required documents to ensure compliance for acquired lands.
- Ensuring complete and accurate closeout of home purchase assistance 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 clients, the County and any municipalities with any project completion activities for which they are responsible.
- Communicating ongoing compliance requirements to clients.

Task 3 – Implementation and Management: Voluntary Residential Buyouts

The Vendor shall provide implementation services for the County's Voluntary Residential Buyouts Project. This project is expected to result in the County's acquisition of properties located in repetitive loss areas, through a completely voluntary process initiated by the property owner. After acquisition, the land will only be used as open "green" space, recreational, floodplain or wetland management with the goal of reducing risk of property damage from future hazards. The Vendor will provide recommended staffing roles and numbers based on the activity to provide community engagement, processing of applications, assistance to applicants, activity closeout and compliance monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

The County expects that staff assigned to this Task shall consist of subject matter expert employees that have real estate transaction, case management, eligibility determination, and/or similar experience, including direct experience in the planning, design, and implementation management of large scale CDBG or CDBG-DR voluntary buyout residential projects, and experience with HUD regulatory compliance.

Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, compliance monitoring, and closeout of the County's home purchase assistance project, including those tasks outlined below. The County has established prioritization criteria (see table below) and a pre-application and intake application process which the Vendor shall follow for the implementation of all voluntary residential buyout projects.

Prioritization Criteria

Application Phases		Phase 1	Phase II	Phase III
Household Income*	Less than 80% AMI	☑		
	Between 80% and 120% AMI		☑	
	Between 120% and 140% AMI			☑
Repetitive Flood Loss Property	Yes	☑	☑	☑
Substantially Damaged	Yes	☑	☑	☑

Pre-Application Phase

- 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, which should include onsite and mobile application sites.
- Assisting the County with project development and acting as the subject matter expert for technical and programmatic guidance on project design for voluntary residential buyout activities.
- Supporting the County and its staff augmentation vendor with writing 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.
- Establishing the staffing structure and workflows for application submission and evaluation in accordance with the County's prioritization criteria, as outlined in the Action Plan. 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 Individual Housing Program Policies and Procedures. 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.
- 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.
- Providing applicants with technical assistance regarding the program and its application process to enable them to submit complete an actionable application.
- Creating the online application to ensure complete data collection. This includes collaborating in the selected system or record either provided by the County's staff augmentation vendor or other Lee County solution. The application solution should include online forms and document upload capabilities for collecting required documents to constitute a HUD compliant eligibility and

duplication of benefits process. The application process will include case management logging, inspection documentation, and centralized two-way communication, and workflow management.

- Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant case files.
- Establishing recommended ranking criteria for applications received and working with the County and its staff augmentation vendor to design the application evaluation framework.
- 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, income eligibility, housing inspections, 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.
- Determining applicant eligibility and evaluating and prioritizing applications, as necessary.
- Collaborating with the staff augmentation vendor to ensure the completion of appropriate levels of environmental reviews for each activity. The vendor shall document each case file and the HUD Environmental Review Online System (HEROS) as necessary to ensure compliance with 24 CFR Part 58.
- Coordinating and leading regularly scheduled case review and appeal/grievance meetings for the purpose of discussing complaints, exception requests and difficult cases.
- Monitoring the application, review, and payment process for fraudulent activity.
- Assisting with fair housing advice and advocacy for clients (e.g., processing complaints and filing claims)
- Conducting group education including online education without individualized housing counseling services
- Providing technical assistance and regular communication to clients, contractors, and the County and municipalities.
- Drafting agreements with municipalities for the transfer and continued maintenance of land in accordance with CDBG-DR and other applicable policies.
- Drafting procurement documents for County any vendors necessary to fully implement the home purchase assistance project.
- Procuring contractors and vendors necessary to fully implement the voluntary residential buyout project in compliance with 2 CFR 200 requirements.

- Completing any assigned fiscal processing tasks in a manner that ensures timely payment and adhering to all County policies and procedures, and federal regulations.
- 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. Reporting complaints and potential litigation to the County in a timely manner.
- Providing grant compliance and monitoring to include, at minimum:
 - a) Providing data for Quarterly Progress Reports (QPRs) for the County's review and approval.
 - b) Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.

Closeout Phase

- Recording land use restrictions or other required documents to ensure compliance for acquired lands.
- Ensuring complete and accurate closeout of voluntary residential buyout 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 clients, the County and any municipalities with any project completion activities for which they are responsible.
- Communicating ongoing compliance requirements to clients.

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.

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.

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EXHIBIT B CLARIFICATIONS AND REVISIONS TO SOLICITATION NO. RFP230432BAG

The parties acknowledge the need to clarify and/or revise language from Solicitation No. RFP230432BAG and agree as follows:

1. When referring to Solicitation No. RFP230432BAG , the following revisions to the solicitation shall take precedence and the original paragraphs from Solicitation No. RFP230432BAG , 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. RFP230432BAG 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. RFP230432BAG 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. As of July 1, 2021, CDBG-DR programs are required to adhere to the reporting and compliance requirements outlined in CPD Notice 21-09 and 24 CFR Part 75. Section 3 requirements apply to all CDBG-DR funded housing rehabilitation, reconstruction, elevation or new construction and any other public construction project that has a total project cost of \$200,000 or more. 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. Lee County must, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, shall ensure the following:

- contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located;
- Where feasible, priority for contracting opportunities should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and YouthBuild programs;
- Employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the *Service area or the neighborhood of the project*. Meaning an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is

sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.; and

- Where feasible, priority opportunities and training should be given to Section 3 workers within the service area or the neighborhood of the project and YouthBuild programs.

4. Subsection 5.1 under Section 5. RECORDS RETENTION of the Special Conditions section of Solicitation No. RFP230432BAG 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. RFP230432BAG 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. RFP230432BAG 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.”
7. TAB 6: Section 3 Strategy & Preference under Section 1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA section of Solicitation No. RFP230432BAG shall be superseded by:
- “As a project receiving CDBG-DR funding through HUD, preference shall be given to Firms that are registered Section 3 firms at the time of proposal submission. Provide a statement clarifying your Firm's Section 3 status and details that clearly indicate if your Firm is or is not a Section 3 Business as defined under 24 CFR 75.
 - Supporting documentation of Section 3 status is requested such as HUD certification or database printout.
 - Firm shall also provide a detailed Section 3 strategy that clearly depicts your Firm's strategy for meeting to the greatest extent feasible the Section 3 strategy for training, employment, and contracting preference.
 - Priority consideration shall be given for the business concerns in the order of priority ranking as described in 24 CFR 75:
 - Section 3 business concerns that provide economic opportunities for Section 3 workers, Section 3 residents of public housing projects or residents of section-8 assisted housing in the service area or neighborhood in which the Section 3 covered project is located;
 - Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs;
 - Other Section 3 business concerns.

- Notice: A firm is not required to be a Section 3 firm to participate in this solicitation and will not be deemed Non-Responsive should they not be a Section 3 business. However, to receive the 15 points allocated to Section 3 the firm must be a registered/certified Section 3 firm and meet the requirements for preference."
8. Paragraph I. under the CONTRACT PROVISIONS Section of Solicitation No. RFP230432BAG shall be superseded by:
 - "I. All Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and the implementing regulations in 24 CFR Part 75 and Part 135 which requires to the greatest extent feasible that the training, employment and other economic opportunities arising in connection with proposed project be given to low and very low- income persons residing within the local community and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low and very low-income persons residing in Lee County."
 9. The footer note under the CONTRACT PROVISIONS Section of Solicitation No. RFP230432BAG shall be superseded by:
 - "*NOTE: The above contract provisions are required by 2 CFR 200 Appendix II.*"
 10. The SECTION 3 CLAUSE Section on Page 75 of Solicitation No. RFP230432BAG, subtitle and introduction paragraph shall be superseded by:
 - "(REQUIRED IN ALL CONSTRUCTION CONTRACTS EXCEEDING \$200,000 IF HUD FINANCIAL ASSISTANCE IS INVOLVED OR \$100,000 FOR LEAD AND HEALTHY HOMES ASSISTANCE)**
 - All construction contracts involving in excess of \$200,000 of HUD financial assistance or \$100,000 of LEAD and HEALTHY HOMES Assistance shall include the following provisions. The term contractor includes subcontractors when applicable. The dollar amount specified for contract awards is based on total project costs and therefore all contracts involved in the project are subject to the provisions specified. The following contract provisions are required by HUD Regulations 24 CFR Part 75."
 11. The SECTION 3/DISADVANTAGED BUSINESS PARTICIPATION PREFERENCE POLICY (REQUIRED FOR ALL CONSTRUCTION PROJECTS EXCEEDING Section on Page 79 of Solicitation No. RFP230432BAG, title, introduction paragraph, and paragraph A. shall be superseded by:
 - "SECTION 3/DISADVANTAGED BUSINESS PARTICIPATION PREFERENCE POLICY (REQUIRED FOR ALL CONSTRUCTION PROJECTS EXCEEDING \$200,000 IN HUD HOUSING AND COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE)**
 - One of the purposes of this project is to give, to the greatest extent feasible, and consistent with Existing Federal, State, and local laws and regulations, job training, employment, contracting and other economic opportunities to Section 3 residents and Section 3 Businesses. In order to accomplish this objective all construction projects anticipated to involve more than \$200,000 in HUD housing

and community development financial assistance shall comply with the following bidding procedures:

- A. 25% of total project hours must be worked by Section 3 workers and 5% of total project hours must be worked by targeted Section 3 workers."

- 12. Page 82 of Solicitation No. RFP230432BAG, titled: "CERTIFICATION FOR A BUSINESS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPBILITY" shall be superseded by the form provided on the next page:

[Remainder of this page left intentionally blank.]

EXHIBIT C FEE SCHEDULE

<i>CDBG-DR Individual Housing Programs Management and Implementation</i>			
<i>Staff Hourly Rates Years 1-3 per Assigned Staff Member</i>			
Item	Description	Unit of Measure	Unit Price
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	\$ 155.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	\$ 140.00
3	CDBG-DR Program Manager	Hourly Rate	\$ 175.00
4	CDBG-DR Subject Matter Expert	Hourly Rate	\$ 200.00
5	Construction Manager	Hourly Rate	\$ 175.00
6	Communications/Contractor Liaison	Hourly Rate	\$ 150.00
7	Field Inspector	Hourly Rate	\$ 135.00
8	Case Managers	Hourly Rate	\$ 95.00
9	Intake/Eligibility Staff	Hourly Rate	\$ 90.00
10	Clerical Staff	Hourly Rate	\$ 65.00
<i>Staff Hourly Rates Years 1-3 per Assigned Staff Member - Optional Renewal 1</i>			
Item	Description	Unit of Measure	Unit Price
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	\$ 100.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	\$ 135.00
3	CDBG-DR Program Manager	Hourly Rate	\$ 170.00
4	CDBG-DR Subject Matter Expert	Hourly Rate	\$ 185.00
5	Construction Manager	Hourly Rate	\$ 170.00
6	Communications/Contractor Liaison	Hourly Rate	\$ 145.00
7	Field Inspector	Hourly Rate	\$ 120.00
8	Case Managers	Hourly Rate	\$ 60.00
9	Intake/Eligibility Staff	Hourly Rate	\$ 50.00
10	Clerical Staff	Hourly Rate	\$ 50.00

Staff Hourly Rates Years 1-3 per Assigned Staff Member - Optional Renewal 2

Item	Description	Unit of Measure	Unit Price
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	\$ 95.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	\$ 120.00
3	CDBG-DR Program Manager	Hourly Rate	\$ 170.00
4	CDBG-DR Subject Matter Expert	Hourly Rate	\$ 150.00
5	Construction Manager	Hourly Rate	\$ 165.00
6	Communications/Contractor Liaison	Hourly Rate	\$ 145.00
7	Field Inspector	Hourly Rate	\$ 120.00
8	Case Managers	Hourly Rate	\$ 60.00
9	Intake/Eligibility Staff	Hourly Rate	\$ 40.00
10	Clerical Staff	Hourly Rate	\$ 50.00

Staff Hourly Rates Years 1-3 per Assigned Staff Member - Optional Renewal 3

Item	Description	Unit of Measure	Unit Price
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	\$ 95.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	\$ 120.00
3	CDBG-DR Program Manager	Hourly Rate	\$ 170.00
4	CDBG-DR Subject Matter Expert	Hourly Rate	\$ 150.00
5	Construction Manager	Hourly Rate	\$ 165.00
6	Communications/Contractor Liaison	Hourly Rate	\$ 145.00
7	Field Inspector	Hourly Rate	\$ 120.00
8	Case Managers	Hourly Rate	\$ 50.00
9	Intake/Eligibility Staff	Hourly Rate	\$ 40.00
10	Clerical Staff	Hourly Rate	\$ 50.00

Remote Work Hourly Rates By Classification (See Page 31, Section 3.5 of Solicitation Package) - Optional, Unscored

CONTRACT YEAR	1-3	4	5	6
CDBG-DR Planning and Policy Support Staff	\$ 140.00	\$ 100.00	\$ 90.00	\$ 90.00
CDBG-DR QA and Monitoring Staff	\$ 130.00	\$ 120.00	\$ 115.00	\$ 115.00
CDBG-DR Program Manager	\$ 170.00	\$ 165.00	\$ 160.00	\$ 160.00
CDBG-DR Subject Matter Expert	\$ 190.00	\$ 150.00	\$ 140.00	\$ 140.00
Construction Manager	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00
Communications/Contractor Liaison	\$ 140.00	\$ 140.00	\$ 130.00	\$ 130.00
Field Inspector	\$ 130.00	\$ 115.00	\$ 115.00	\$ 115.00
Case Managers	\$ 90.00	\$ 60.00	\$ 50.00	\$ 50.00
Intake/Eligibility Staff	\$ 105.00	\$ 50.00	\$ 40.00	\$ 40.00
Clerical Staff	\$ 60.00	\$ 50.00	\$ 50.00	\$ 50.00

OPTIONAL UNIT PRICES

Environmental, Architecture, Engineering & Construction	
Architectural Historian - Environmental Review	\$ 165.00
Environmental Analyst	\$ 130.00
Field Technician	\$ 120.00
Lead Based Paint Inspector	\$ 125.00
Asbestos Inspector	\$ 145.00
Professional Engineer	\$ 250.00
Engineering Supervisor	\$ 240.00
Engineering Project Manager	\$ 230.00
Staff 2 Engineer	\$ 180.00
Staff 1 Engineer	\$ 125.00
Construction Inspection Manager	\$ 165.00
Construction Cost Estimator	\$ 135.00
Construction Field Inspector 2	\$ 125.00
Construction Field Inspector 1	\$ 85.00
Construction Analyst	\$ 79.00
Senior Designer	\$ 160.00
Designer	\$ 150.00
Technician	\$ 140.00
Drafter	\$ 100.00
Bridge Inspector	\$ 160.00
Professional Land Surveyor	\$ 145.00
Field Survey Technician	\$ 95.00
URA, Temporary Housing, Buyout & Title Services	
Relocation and URA Services SME	\$ 200.00
Relocation and URA Services Coordinator	\$ 150.00
Relocation and URA Services Specialist	\$ 100.00
Title Abstractor	\$ 150.00
Title Report Manager	\$ 170.00
Senior Legal / Closing Attorney	\$ 250.00
Junior Legal / Closing Attorney	\$ 185.00
Recording Fees (per property)	\$70.00

OPTIONAL UNIT PRICES

Technology & Reporting	
IT Director	\$ 225.00
Technology Program Manager	\$ 185.00
IT Development & Support Analyst	\$ 150.00
Business Process Analyst	\$ 140.00
Reporting Manager	\$ 185.00
DRGR / Reporting Specialist	\$ 140.00
Reporting Analyst	\$ 110.00
Grants Management System License (per user annually)	\$ 1,500.00
Outreach & Marketing	
Outreach Coordinator	\$ 110.00
Graphic Designer	\$ 95.00
Print Materials/Digital Ads	Reimbursed at cost
Alternate Unit Prices	
Damage Assessment Package	\$ 1,250.00
Lead Based Paint Inspection	\$ 1,350.00
Progress Inspection	\$ 700.00
Final Inspection	\$ 600.00
Environmental Tier II Review	\$ 850.00

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.

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: 10/5/2023

Signature
Scott Keller, Partner

STATE OF Mississippi
COUNTY OF Madison

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5 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: Drivers licence
Type of Identification

[Stamp/seal required]



Signature, Notary Public

EXHIBIT F
PROJECT FUNDING PACKAGE



Advertise Date: Friday, July 14, 2023

Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.:	<u>RFP230432BAG</u>		
	<u>CDBG-DR Individual Housing Programs</u>		
Solicitation Name:	<u>Management and Implementation</u>		
Open			
Date/Time:	<u>Monday, August 14, 2023</u>	Time:	<u>2:30 PM</u>
Location:	<u>Lee County Procurement Management</u>		
	<u>2115 Second Street, 1st Floor</u>		
	<u>Fort Myers, FL 33901</u>		
Procurement			
Contact:	<u>Brooke Green, CPPB</u>	Title	<u>Grants Procurement Analyst</u>
Phone:	<u>(239) 533-8848</u>	Email:	<u>BGreen @leegov.com</u>
Requesting			
Dept.	<u>County Administration</u>		

Pre-Solicitation Meeting:

Type: NON-MandatoryDate/Time: 7/28/2023 10:00 AMLocation: Lee County Administration Building2115 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, July 14, 2023

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

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

RFP230432BAG, CDBG-DR Individual Housing Programs Management and Implementation

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, August 14, 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 28, 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 BGGreen@LeeGov.com

Sincerely,

A handwritten signature in blue ink, appearing to read "RD", is written over a blue horizontal line.

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.

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- 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.

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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.

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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."***



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 Lee County. 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 Lee County.
- 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 Lee County 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 Lee County. 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 Lee County.

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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.

11. PERFORMANCE REQUIREMENTS

11.1. 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).

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. HUD 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 HUD 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 mean 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 acquire 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, counterclaims, 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

- 31.1. The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities

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- 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 for individual housing project implementation, including, but not limited to, outreach, case management, eligibility determination, construction oversight, activity closeout, and ongoing monitoring. Individual housing activities may include, but are not limited to, the rehabilitation, reconstruction and/or elevation of owner or renter occupied housing units, home purchase assistance, and voluntary residential buyout. Rehabilitation, reconstruction, and/or elevation of renter occupied housing for the purposes of the RFP will include only buildings with less than five (5) rental units.

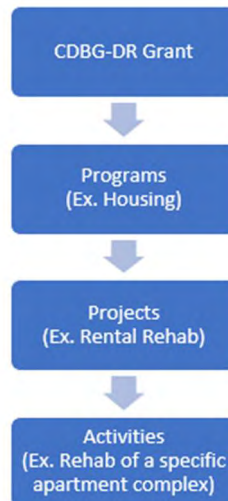
2. BACKGROUND

- 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 project implementation, case management, and construction oversight of the County's CDBG-DR individual housing assistance projects. Such activities shall be carried out in

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full compliance 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.

- 3.2.2 Under a separate RFP (RFP230391BAG CDBG-DR Program Management and Implementation Staff Augmentation), the County is soliciting a contract for a vendor to provide program management staff augmentation, grant compliance and monitoring activities, environmental reviews, project implementation, and administrative coordination and support (the “staff augmentation vendor”). The vendor awarded under this RFP and the staff augmentation vendor will be required to coordinate from time to time as further described throughout the tasks below.
- 3.2.3 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.
- 3.2.4 As part of regular management of its activities in delivery of services under the contract, the Vendor shall, in part:
 - 3.2.4.1 Provide all necessary equipment and supplies for its staff working under this contract.
 - 3.2.4.2 Establish a functional organization structure with proper administrative oversight.
 - 3.2.4.3 Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
 - 3.2.4.4 Submit monthly activity reports indicating the status of projects. These reports shall include any areas of concern or needs identified by the Vendor.
 - 3.2.4.5 Meet at least one time weekly, potentially more frequently, with the County’s contract manager and cooperate with all County monitoring activities for contract oversight.
 - 3.2.4.6 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 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 standing 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

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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. 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.

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. Staff members must take meal breaks as required by law and no staff member may be scheduled to work more than 12 hours in one shift. 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, August 14, 2023
Evaluation Meeting #1 - Ranking and Short Listing	Thursday, August 31, 2023
Evaluation Meeting #2 - Presentations and Final Ranking	Thursday, September 7, 2023
Negotiations and Finalization of Contract and Task Order #1	September 15, 2023 – October 2, 2023
Vendor Execution and Return of Contract	No later than October 6, 2023
Vendor Acceptance of Task Order #1	October 16, 2023
Board Approval of Contract	Tuesday, October 17, 2023
County Contract Execution and Notice to Proceed Issued	No later than October 24, 2023
Vendor Staff Assigned Under Task Order #1 Reports to Work	No later than October 24, 2023
<i>Number of staff to report will be negotiated under Task Order #1</i>	

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- 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 be advised that no federal requirement within the contract can be waived or altered.

3.6 Information Systems

- 3.6.1 The Vendor shall be required to collaborate with the staff augmentation vendor who will host the system of record selected for the management of the CDBG-DR grant. The vendor shall ensure the system is updated with end-to-end documentation for all individual housing projects. The County must be able to retain use of the system and records for the full records retention period required by law.

3.7 Data Ownership

- 3.7.1 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.

3.8 Reporting

- 3.8.1 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.
- 3.8.2 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.

3.9 Computer Equipment

- 3.9.1 The Vendor shall be required to collaborate with the staff augmentation vendor who will host the system of record selected for the management of the CDBG-DR grant. The vendor shall ensure the system is updated with end-to-end documentation for all individual housing projects. The County must be able to retain use for the full records retention period required by law.
- 3.9.2 The County will provide an internet connection for use by the Vendor's onsite personnel. The County reserves the right to perform a security scan of any Vendor computer equipment that is approved for access to the County network.

3.10 Tasks/Deliverables

- 3.10.1 Vendor shall be responsible for the implementation of individual housing projects in collaboration with County personnel and the staff augmentation vendor 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.

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3.10.2 Vendor shall collaborate with County personnel and staff augmentation vendor to perform tasks related to the development of individual housing projects to include formulating policies, procedures, and application documents for the County's individual housing projects under CDBG-DR. Anticipated projects may include, but are not limited to, the rehabilitation, reconstruction and/or elevation of owner- and renter-occupied housing units, home purchase assistance, and voluntary residential buyouts. Initial staffing levels will be negotiated under Task Order 1, and the County will expect the Vendor to propose an appropriate number of personnel. (Note: The County's Affordable Housing Development and Preservation projects, which include the commercial development of new affordable housing and the rehabilitation of rental housing consisting of five (5) units or more, are not included in this scope; the staff augmentation vendor will implement and manage those projects.)

3.10.2.1 Task 1 - Implementation and Management: Housing Rehabilitation, Reconstruction and/or Elevation

3.10.2.1.1 Vendor shall provide implementation services for the County's Individual Housing projects, including but not limited to the rehabilitation, reconstruction and/or elevation of owner- or renter-occupied housing units. Rehabilitation, reconstruction, and/or elevation of renter-occupied housing for the purposes of the RFP will include only buildings with less than five (5) rental units. The Vendor will provide recommended staffing roles and numbers based on the activity sufficient to provide community engagement, processing of applications, assistance to applicants, construction oversight, and compliance monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative. The County expects that staff assigned to this Task shall consist of case managers, support staff, construction managers, contractor liaisons, and subject matter expert employees that have single family housing construction management, and/or similar experience, including direct experience in the planning, design, and implementation management of large scale CDBG-DR single family housing construction projects, case management, eligibility determination, and experience with HUD regulatory compliance.

3.10.2.1.2 Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, compliance monitoring, and closeout of the County's individual housing projects, including those tasks outlined below. The County has established prioritization criteria (see table below) and a pre-application and intake application process which the Vendor shall follow for the implementation of all Task 1 projects.

3.10.2.1.3 Prioritization Criteria

Application Phases		Phase I	Phase II	Phase III	Phase IV	Phase V
Household Income	Less than 50% AMI	<input checked="" type="checkbox"/>				
	Between 50% and 80% AMI		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Between 80% and 120% AMI*				<input checked="" type="checkbox"/>	
	Between 120% and					<input checked="" type="checkbox"/>

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	140% AMI*				
Homeowner 62+ and/or Household Member with Disability	Yes		<input checked="" type="checkbox"/>		
	No			<input checked="" type="checkbox"/>	

3.10.2.1.3.1 Pre-Application Phase

- 3.10.2.1.3.1.1 Assisting the County with program development and acting as the subject matter expert for technical and programmatic guidance on project design for the rehabilitation, reconstruction and/or elevation of owner or renter occupied housing units. Applications received will be a mix of requests for homeowner reimbursement for completed rehabilitation/reconstruction/elevation and requests for assistance to complete rehabilitation/reconstruction/elevation activities. The Vendor staff assigned to this task shall coordinate with the County and its staff augmentation vendor to create 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.
- 3.10.2.1.3.1.2 Defining the standard bid specifications for activities under rehabilitation, reconstruction, and/or elevation projects by incorporating the County's construction requirements that will include green building standards and resiliency standards.
- 3.10.2.1.3.1.3 Establishing the staffing structure and workflows for application submission and evaluation in accordance with the County's prioritization criteria, as outlined in the Action Plan. 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 Individual Housing Program Policies and Procedures. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.
- 3.10.2.1.3.1.4 Producing a communications plan and conducting outreach to inform the public and potential contractors of the funding opportunity.
- 3.10.2.1.3.1.5 Coordinate with the County and municipalities to ensure physical access to program applications throughout the geographic area and provide for

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diversity in application entry points, which should include onsite and mobile application sites.

- 3.10.2.1.3.1.6 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.
- 3.10.2.1.3.1.7 Providing applicants with technical assistance regarding the program and its application process to enable them to submit complete an actionable application.
- 3.10.2.1.3.1.8 Creating the online application to ensure complete data collection. This includes collaborating in the selected system or record either provided by the County's staff augmentation vendor or other Lee County solution. The application solution should include online forms and document upload capabilities for collecting required documents to constitute a HUD compliant eligibility and duplication of benefits process. The application process will include case management logging, inspection documentation, and centralized two-way communication, and workflow management.
- 3.10.2.1.3.1.9 Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant case files.
- 3.10.2.1.3.1.10 Assisting applicants with navigating the application process to ensure the submission of complete, actionable, and compliant applications.

3.10.2.1.3.2 Application & Activity Performance Phase

- 3.10.2.1.3.2.1 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, income eligibility, housing inspections and other compliance checks in accordance with federal requirements and the County's policies.
- 3.10.2.1.3.2.2 Determining applicant eligibility and evaluating and prioritizing applications, as necessary.
- 3.10.2.1.3.2.3 Coordinating and leading regularly scheduled case review and appeal/grievance meetings for the purpose of discussing complaints, exception requests and difficult cases.
- 3.10.2.1.3.2.4 Monitoring the application, review, and payment process for fraudulent activity.

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- 3.10.2.1.3.2.5 Meeting with contractors and clients to resolve any issues and ensure timely and compliant completion of activities. Reporting complaints and potential litigation to the County in a timely manner.
- 3.10.2.1.3.2.6 Collaborating with the staff augmentation vendor to ensure the completion of appropriate levels of environmental reviews for each activity. The vendor shall document each case file and the HUD Environmental Review Online System (HEROS) as necessary to ensure compliance with 24 CFR Part 58.
- 3.10.2.1.3.2.7 Assisting with fair housing advice and advocacy for clients (e.g., processing complaints and filing claims)
- 3.10.2.1.3.2.8 Providing technical assistance and regular communication to clients.
- 3.10.2.1.3.2.9 Drafting procurement documents for individual housing activities.
- 3.10.2.1.3.2.10 Reviewing documentation submitted by homeowners for reimbursement to ensure eligibility and completeness.
- 3.10.2.1.3.2.11 When applicable, procuring contractors and/or materials suppliers necessary to complete the rehabilitation, reconstruction and/or elevation of owner- or renter-occupied housing units in compliance with 2 CFR 200 requirements.
- 3.10.2.1.3.2.12 When applicable, overseeing the construction process on behalf of the client to ensure timely, compliant, and quality completion.
- 3.10.2.1.3.2.13 Conduct onsite inspections to verify activities meet or exceed standard bid specifications for individual housing projects and recording such inspection activity through use of inspection checklists to track progress within the client file.
- 3.10.2.1.3.2.14 Completing any assigned fiscal processing tasks in a manner that ensures timely payment for contractors and adhering to all County policies and procedures, and federal regulations.
- 3.10.2.1.3.2.15 Actively monitoring all client files to ensure program compliance and activity timelines are met.
- 3.10.2.1.3.2.16 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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3.10.2.1.3.2.17 Providing grant compliance and monitoring to include, at minimum:

- 3.10.2.1.3.2.17.1 Ensuring homeowner documentation for reimbursement is complete and accurate.
- 3.10.2.1.3.2.17.2 Providing data for Quarterly Progress Reports (QPRs) for the County's review and approval.
- 3.10.2.1.3.2.17.3 Conducting regular, on-site monitoring of construction contractors to ensure compliance with federal regulations, building codes 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 contractor is out of compliance or is found to be at risk for noncompliance.
- 3.10.2.1.3.2.17.4 Producing inspection checklists to track progress and standard bid specifications for individual housing projects.
- 3.10.2.1.3.2.17.5 Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.

3.10.2.1.3.3 Closeout Phase

- 3.10.2.1.3.3.1 Recording mortgage, lien, or other required documents to ensure a minimum compliance period of five (5) years for each housing unit assisted with CDBG-DR funds.
- 3.10.2.1.3.3.2 Ensuring complete and accurate closeout of the rehabilitation, reconstruction, and/or elevation 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.
- 3.10.2.1.3.3.3 Assisting clients with any project completion activities for which they are responsible.
- 3.10.2.1.3.3.4 Communicating warranty information and ongoing compliance requirements to clients.

3.10.2.2 Task 2 – Program Implementation and Management: Home Purchase Assistance

3.10.2.2.1 The Vendor shall provide implementation services for the County's Home Purchase Assistance Project. This project is expected to assist low- and moderate-income homebuyers by providing soft second mortgages and closing cost assistance to acquire site-built homes outside of Special Flood Hazard Areas. The Vendor will provide recommended staffing roles and numbers based on the activity to provide community engagement, processing of applications, assistance to applicants, activity closeout and compliance monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

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3.10.2.2.2 The County expects that staff assigned to this Task shall consist of case managers, support staff, construction managers, contractor liaisons, and subject matter expert employees that have real estate transaction, case management, eligibility determination, and/or similar experience, including direct experience in the planning, design, and implementation management of large scale CDBG or CDBG-DR home purchase projects, and experience with HUD regulatory compliance.

3.10.2.2.3 Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, compliance monitoring, and closeout of the County's home purchase assistance project, including those tasks outlined below. The County has established prioritization criteria (see table below) and a pre-application and intake application process which the Vendor shall follow for the implementation of all home purchase assistance projects.

3.10.2.2.4 Prioritization Criteria

Application Phases		Phase I	Phase II	Phase III	Phase IV	Phase V
Household Income*	Less than 50% AMI	<input checked="" type="checkbox"/>				
	Between 50% and 80% AMI		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Between 80% and 120% AMI				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Homeowner 62+ and/or Household Member with Disability	Yes		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	No			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

3.10.2.2.4.1 Pre-Application Phase

3.10.2.2.4.1.1 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, which should include onsite and mobile application sites.

3.10.2.2.4.1.2 Assisting the County with project development and acting as the subject matter expert for technical and programmatic guidance on project design for individual homeownership assistance, which may include down

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payment, closing cost, and mortgage buydown assistance.

- 3.10.2.2.4.1.3 Supporting the County and its staff augmentation vendor with writing 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.
- 3.10.2.2.4.1.4 Establishing the staffing structure and workflows for application submission and evaluation in accordance with the County's prioritization criteria, as outlined in the Action Plan. 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 Individual Housing Program Policies and Procedures. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.
- 3.10.2.2.4.1.5 Producing a communications plan and conducting outreach to inform the public and lending institutions of the funding opportunity.
- 3.10.2.2.4.1.6 Providing applicants with technical assistance regarding the program and its application process to enable them to submit complete an actionable application.
- 3.10.2.2.4.1.7 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.
- 3.10.2.2.4.1.8 Creating the online application to ensure complete data collection. This includes collaborating in the selected system or record either provided by the County's staff augmentation vendor or other Lee County solution. The application solution should include online forms and document upload capabilities for collecting required documents to constitute a HUD compliant eligibility and duplication of benefits process. The application process will include case management logging, inspection documentation, and centralized two-way communication, and workflow management.
- 3.10.2.2.4.1.9 Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant case files.

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

3.10.2.2.4.2 Application & Activity Performance Phase

3.10.2.2.4.2.1 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, income eligibility, housing inspections, and other compliance checks in accordance with federal requirements and the County's policies.

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

3.10.2.2.4.2.3 Determining applicant eligibility and evaluating and prioritizing applications, as necessary.

3.10.2.2.4.2.4 Collaborating with the staff augmentation vendor to ensure the completion of appropriate levels of environmental reviews for each activity. The vendor shall document each case file and the HUD Environmental Review Online System (HEROS) as necessary to ensure compliance with 24 CFR Part 58.

3.10.2.2.4.2.5 Coordinating and leading regularly scheduled case review and appeal/grievance meetings for the purpose of discussing complaints, exception requests and difficult cases.

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

3.10.2.2.4.2.7 Assisting with fair housing advice and advocacy for clients (e.g., processing complaints and filing claims).

3.10.2.2.4.2.8 Providing technical assistance and regular communication to clients and lending institutions.

3.10.2.2.4.2.9 Drafting procurement documents for County any vendors necessary to fully implement the home purchase assistance project.

3.10.2.2.4.2.10 Procuring vendors necessary to fully implement the home purchase assistance project in compliance with 2 CFR 200 requirements.

3.10.2.2.4.2.11 Completing any assigned fiscal processing tasks in a manner that ensures timely payment for home purchases and adhering to all County policies and procedures, and federal regulations.

3.10.2.2.4.2.12 Actively monitoring all client files to ensure program compliance and activity timelines are met.

3.10.2.2.4.2.13 Maintaining regular communication with the County's staff regarding the program's performance including

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financials, status of projects / activities, workload, and all potential issues and / or needs. Reporting complaints and potential litigation to the County in a timely manner.

3.10.2.2.4.2.14 Providing grant compliance and monitoring to include, at minimum:

3.10.2.2.4.2.14.1 Providing data for Quarterly Progress Reports (QPRs) for the County's review and approval.

3.10.2.2.4.2.14.2 Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.

3.10.2.2.4.3 Closeout Phase

3.10.2.2.4.3.1 Recording land use restrictions or other required documents to ensure compliance for acquired lands.

3.10.2.2.4.3.2 Ensuring complete and accurate closeout of home purchase assistance 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.

3.10.2.2.4.3.3 Assisting clients, the County and any municipalities with any project completion activities for which they are responsible.

3.10.2.2.4.3.4 Communicating ongoing compliance requirements to clients.

3.10.2.3 Task 3 – Implementation and Management: Voluntary Residential Buyouts

3.10.2.3.1 The Vendor shall provide implementation services for the County's Voluntary Residential Buyouts Project. This project is expected to result in the County's acquisition of properties located in repetitive loss areas, through a completely voluntary process initiated by the property owner. After acquisition, the land will only be used as open "green" space, recreational, floodplain or wetland management with the goal of reducing risk of property damage from future hazards. The Vendor will provide recommended staffing roles and numbers based on the activity to provide community engagement, processing of applications, assistance to applicants, activity closeout and compliance monitoring. The staffing level for this task will be adjusted based on the workload to provide efficiency while remaining fiscally conservative.

3.10.2.3.2 The County expects that staff assigned to this Task shall consist of subject matter expert employees that have real estate transaction, case management, eligibility determination, and/or similar experience, including direct experience in the planning, design, and implementation management of large scale CDBG or CDBG-DR voluntary buyout residential projects, and experience with HUD regulatory compliance.

3.10.2.3.3 Program Implementation and Management staff assigned duties shall include all work necessary for the successful implementation, operation, compliance monitoring, and closeout of the County's home purchase assistance project, including those tasks outlined below. The County has established prioritization criteria (see table below) and a pre-application and intake application process which

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the Vendor shall follow for the implementation of all voluntary residential buyout projects.

3.10.2.3.4 Prioritization Criteria

Application Phases		Phase 1	Phase II	Phase III
Household Income*	Less than 80% AMI	☑		
	Between 80% and 120% AMI		☑	
	Between 120% and 140% AMI			☑
Repetitive Flood Loss Property	Yes	☑	☑	☑
Substantially Damaged	Yes	☑	☑	☑

3.10.2.3.5 Pre-Application Phase

- 3.10.2.3.5.1 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, which should include onsite and mobile application sites.
- 3.10.2.3.5.2 Assisting the County with project development and acting as the subject matter expert for technical and programmatic guidance on project design for voluntary residential buyout activities.
- 3.10.2.3.5.3 Supporting the County and its staff augmentation vendor with writing 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.
- 3.10.2.3.5.4 Establishing the staffing structure and workflows for application submission and evaluation in accordance with the County's prioritization criteria, as outlined in the Action Plan. 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 Individual Housing Program Policies and Procedures. This includes defining the staffing structure necessary to efficiently manage a customer focused quality application process.
- 3.10.2.3.5.5 Producing a communications plan and conducting outreach to inform the public of the funding opportunity.

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- 3.10.2.3.5.6 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.
- 3.10.2.3.5.7 Providing applicants with technical assistance regarding the program and its application process to enable them to submit complete an actionable application.
- 3.10.2.3.5.8 Creating the online application to ensure complete data collection. This includes collaborating in the selected system or record either provided by the County's staff augmentation vendor or other Lee County solution. The application solution should include online forms and document upload capabilities for collecting required documents to constitute a HUD compliant eligibility and duplication of benefits process. The application process will include case management logging, inspection documentation, and centralized two-way communication, and workflow management.
- 3.10.2.3.5.9 Managing the application process to ensure the maintenance of complete, accurate and consistent client/applicant case files.
- 3.10.2.3.5.10 Establishing recommended ranking criteria for applications received and working with the County and its staff augmentation vendor to design the application evaluation framework.
- 3.10.2.3.5.11 Providing assistance to applicants to navigate the application process to ensure the submission of complete, actionable, and compliant applications.
- 3.10.2.3.6 **Application & Activity Performance Phase**
 - 3.10.2.3.6.1 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, income eligibility, housing inspections, and other compliance checks in accordance with federal requirements and the County's policies.
 - 3.10.2.3.6.2 Collaborating with the County, as needed, to implement application/project evaluation methodology.
 - 3.10.2.3.6.3 Determining applicant eligibility and evaluating and prioritizing applications, as necessary.
 - 3.10.2.3.6.4 Collaborating with the staff augmentation vendor to ensure the completion of appropriate levels of environmental reviews for each activity. The vendor shall document each case file and the HUD

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- Environmental Review Online System (HEROS) as necessary to ensure compliance with 24 CFR Part 58.
- 3.10.2.3.6.5 Coordinating and leading regularly scheduled case review and appeal/grievance meetings for the purpose of discussing complaints, exception requests and difficult cases.
 - 3.10.2.3.6.6 Monitoring the application, review, and payment process for fraudulent activity.
 - 3.10.2.3.6.7 Assisting with fair housing advice and advocacy for clients (e.g., processing complaints and filing claims)
 - 3.10.2.3.6.8 Conducting group education including online education without individualized housing counseling services
 - 3.10.2.3.6.9 Providing technical assistance and regular communication to clients, contractors, and the County and municipalities.
 - 3.10.2.3.6.10 Drafting agreements with municipalities for the transfer and continued maintenance of land in accordance with CDBG-DR and other applicable policies.
 - 3.10.2.3.6.11 Drafting procurement documents for County any vendors necessary to fully implement the home purchase assistance project.
 - 3.10.2.3.6.12 Procuring contractors and vendors necessary to fully implement the voluntary residential buyout project in compliance with 2 CFR 200 requirements.
 - 3.10.2.3.6.13 Completing any assigned fiscal processing tasks in a manner that ensures timely payment and adhering to all County policies and procedures, and federal regulations.
 - 3.10.2.3.6.14 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. Reporting complaints and potential litigation to the County in a timely manner.
 - 3.10.2.3.6.15 Providing grant compliance and monitoring to include, at minimum:
 - 3.10.2.3.6.15.1 Providing data for Quarterly Progress Reports (QPRs) for the County's review and approval.
 - 3.10.2.3.6.15.2 Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.

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3.10.2.3.7 **Closeout Phase**

- 3.10.2.3.7.1 Recording land use restrictions or other required documents to ensure compliance for acquired lands.
- 3.10.2.3.7.2 Ensuring complete and accurate closeout of voluntary residential buyout 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.
- 3.10.2.3.7.3 Assisting clients, the County and any municipalities with any project completion activities for which they are responsible.
- 3.10.2.3.7.4 Communicating ongoing compliance requirements to clients.

3.11 General Program Assistance as Needed

- 3.11.1 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.

3.12 Transition Assistance

- 3.12.1 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

RFP230432BAG CDBG-DR Individual Housing Programs Management and Implementation

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	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	
8	Immigration Law Affidavit Certification (E-Verify) (Provide evidence of E-Verify account)	Required	
ADDITIONAL– REQUIRED DOCUMENTS			
1	Equal Employment Opportunity, Civil Rights and Section 3 Certification	Required	
2	Section 3 Business Certificate of Eligibility For Preference	Required	
3	Certification For A Business Seeking Section 3 Preference In Contacting and Demonstration of Capability	Required	
4	Lee County, Florida Disadvantaged Business Enterprise Participation Certification	Required	
5	Schedule D – Disadvantaged Business Enterprise Participation	Required	
6	Anti-Lobbying Certification	Required	
7	Form LLL – Disclosure of Lobbying Activity	If Applicable	
*	Proposal Label	Required	
*	Inclusion of any licenses or 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 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 funds, outcomes, and a list of the jurisdictions in which your firm worked on these projects.
- The successful 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. The proposal should clearly explain your firm's qualifications related to this requirement.
- Describe your firm's experience administering CDBG-DR or CDBG funded individual housing projects, including, but not limited to, the rehabilitation, reconstruction, and/or elevation of owner and renter occupied housing units, home purchase assistance, and voluntary residential buyouts.

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Skills sought include policy and programmatic expertise to inform the County and its developers of best practices.

- Describe your firm's capacity to take on the County's contract. Including a summary of active contracts your firm has secured for similar projects.

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 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.
- Highlight how your firm will address supply chain and construction contractor shortages.
- Provide the performance metrics on which your organization will demonstrate its ability to provide high quality deliverables, including incentive-based quality measures and production targets.

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- Specifically describe your firm will integrate with and maintain documentation in a grant management system provided by the County's staff augmentation vendor or the County's system. 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.
 - Identify your firm's proposed core, on-site staff assigned to the County's contract. Vendor staff assigned to the County under this contract at a supervisory level or above must have at least three (3) years of experience successfully performing project management services for a range of disaster recovery programs, such as the rehabilitation, reconstruction, and/or elevation of owner or renter occupied housing, home purchase assistance and voluntary residential buyout projects through 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.
- 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: Section 3 Strategy & Preference

- As a project receiving CDBG-DR funding through HUD, preference shall be given to Firms that are registered Section 3 firms at the time of proposal submission. Provide a statement clarifying

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your Firm's Section 3 status and details that clearly indicate if your Firm is or is not a Section 3 Business as recognized by HUD.

- Supporting documentation of Section 3 status is requested such as HUD certification or database printout.
- Firm shall also provide a detailed Section 3 strategy that clearly depicts your Firm's strategy for meeting to the greatest extent feasible the Section 3 strategy for training, employment, and contracting preference.
 - Priority consideration shall be given for the business concerns in the order of priority ranking as described in 24 CFR 75:
 - Section 3 business concerns that provide economic opportunities for Section 3 workers, Section 3 residents of public housing projects or residents of section-8 assisted housing in the service area or neighborhood in which the Section 3 covered project is located;
 - Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs;
 - Other Section 3 business concerns.
- Notice: A firm is not required to be a Section 3 firm to participate in this solicitation and will **not** be deemed Non-Responsive should they not be a Section 3 business. However, to receive the 15 points allocated to Section 3 the firm must be a registered/certified Section 3 firm and meet the requirements for preference.

TAB 7: Required Forms

- Forms 1- 9

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)	20
5	PRICE SCORING (TAB 5)	10
6	SECTION 3 STRATEGY & PREFERENCE (TAB 6)	5
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, July 14, 2023	N/A
Pre-Proposal Meeting	Friday, July 28, 2023	10:00 AM
Proposal Question Deadline	8 Calendar days prior to	Prior to 5:00 PM

EXHIBIT F
PROJECT FUNDING PACKAGE

	submission deadline	
Submission Deadline	Monday, August 14, 2023	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, August 31, 2023	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	Thursday, September 7, 2023	TBD
Board Meeting	Tuesday October 17, 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>
----------	--

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.

Verify that all addenda and tax identification number have been provided.

1a	<i>Proposal Form</i>
-----------	-----------------------------

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

*	<i>Business Relationship Disclosure Requirement (if Applicable)</i>
---	--

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 **disclosure is applicable, the Bidder must request the form** entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **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.**

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.

2	<i>Affidavit Certification Immigration Laws</i>
----------	--

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3	<i>Reference Survey</i>
----------	--------------------------------

Provide this form to reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's 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 reference respondent 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)

ADDITIONAL GRANT FUNDED REQUIRED DOCUMENTS

Equal Employment Opportunity, Civil Rights, and Section 3 Certification

Section 3 Business Certificate of Eligibility for Preference

Certification for a Business Seeking Section 3 Preference in Contracting and Demonstration of Capability

Lee County, Florida Disadvantaged Business Enterprise Participation Certification

Schedule D Disadvantaged Business Enterprise Participation

Anti-Lobbying Certification

Disclosure of Lobbying Activities (Standard Form LLL)

*** 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.)

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Form 1 – Solicitation Response Form


**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: 8/17/2023 Deadline Date: 8/17/2023

SOLICITATION IDENTIFICATION: RFP230432BAG

SOLICITATION NAME: CDBG-DR Individual Housing Programs Management and Implementation

COMPANY NAME: HORNE LLP

NAME & TITLE: (TYPED OR PRINTED) Anna Stroble, Partner

BUSINESS ADDRESS: (PHYSICAL) 150 South Monroe, Suite 406 Tallahassee, FL 32301

CORPORATE OR MAILING ADDRESS: 661 Sunnybrook Rd Suite 100 Ridgeland, MS 39157

☐ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: Anna.Stroble@Horne.com

PHONE NUMBER: (601) 326-1317 FAX NUMBER: N/A

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. <u>1</u> Dated: <u>7/27/23</u>	No. <u>3</u> Dated: <u>8/9/2023</u>	No. <u>5</u> Dated: <u>8/10/23</u>
No. <u>2</u> Dated: <u>8/4/2023</u>	No. <u>4</u> Dated: <u>8/9/2023</u>	No. <u> </u> Dated: <u> </u>

Tax Payer Identification Number: 20-1941244

(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*.

- 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.
- 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.

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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) Proposer? If yes, please attach a current certificate.

☐ Yes ☒ No

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

HORNE LLP

Company Name (Name printed or typed)

Anna Stroble

Authorized Representative Name (printed or typed)

Partner

Authorized Representative's Title (printed or typed)

Anna Stroble

Authorized Representative's Signature

(Affix Corporate Seal, if applicable)

Chelsea Blake

Witnessed/Attested by:

Chelsea Blake

Witness/Secretary Signature

Notary Public / Admin

(Witness Secretary name and title printed or typed)

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.

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No Authority Info

No Partner Info

No Name History

Partnership Name Search

Partnership Detail

Limited Liability Partnership Name

HORNE LLP

Principal Address

661 SUNNYBROOK RD
SUITE 100
RIDGELAND, MS 39157
Change Date: 04/27/2020

Filing Information

Document Number	LLP090002139
FEI/EIN Number	201941244
File Date	04/03/2009
State	DE
Total Pages	14
Pages in Original Filing	1
Florida Partners	NONE
Total Partners	1
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Registered Agent

CAPITOL CORPORATE SERVICES INC.
515 EAST PARK AVE., 2ND FLOOR
TALLAHASSEE, FL 32301

Document Images

[04/03/2009 - LLP](#)[03/27/2023 - LLP Business Report](#)[04/20/2022 - LLP Business Report](#)

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Partnership Name Search

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Florida Department of State, Division of Corporations



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Division of Corporations

Page 1 of 1

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Florida Department of State
Division of Corporations
Public Access System

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Division of Corporations
Fax Number : (850) 617-6383

L. SELLERS

APR - 5 2009

From:

Account Name : FLORIDA FILING & SEARCH SERVICES
Account Number : 120000000189
Phone : (850) 216-0457
Fax Number : (850) 216-0460

EXAMINER**LLP REGISTRATION****HORNE LLP**

Certificate of Status	0
Certified Copy	1
Page Count	02
Estimated Charge	\$77.50

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LLP

(For Office Use Only)

COVER LETTERTO: Registration Section
Division of CorporationsSUBJECT: Home LLP

(Name of Limited Liability Partnership)

PARTNERSHIP'S REGISTRATION NUMBER: _____

The enclosed Statement of Qualification and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

E. Denise Vance

(Name of Person)

Home LLP

(Firm/Company)

200 East Capitol Street, Suite 1400

(Address)

Jackson, MS 39201

(City/State and Zip Code)

For further information concerning this matter, please call:

E. Denise Vance

(Name of Person)

at (601)

948-0940

(Area Code & Daytime Telephone Number)

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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TALLAHASSEE, FLORIDA

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PROCUREMENT MANAGEMENT DEPARTMENT - PRICE PROPOSAL FORM

COMPANY NAME: HORNE LLP

SOLICITATION: RFP230432BAG CDBG-DR Individual Housing Programs Management and Implementation

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 Individual Housing Programs Management and Implementation*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	\$ 155.00	\$ 967,200.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	6,240	\$ 140.00	\$ 873,600.00
3	CDBG-DR Program Manager	Hourly Rate	6,240	\$ 175.00	\$ 1,092,000.00
4	CDBG-DR Subject Matter Expert	Hourly Rate	6,240	\$ 200.00	\$ 1,248,000.00
5	Construction Manager	Hourly Rate	6,240	\$ 175.00	\$ 1,092,000.00
6	Communications/Contractor Liaison	Hourly Rate	6,240	\$ 150.00	\$ 936,000.00
7	Field Inspector	Hourly Rate	6,240	\$ 135.00	\$ 842,400.00
8	Case Managers	Hourly Rate	6,240	\$ 95.00	\$ 592,800.00
9	Intake/Eligibility Staff	Hourly Rate	6,240	\$ 90.00	\$ 561,600.00
10	Clerical Staff	Hourly Rate	6,240	\$ 65.00	\$ 405,600.00
				SUBTOTAL: Years 1-3	\$ 8,611,200.00

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	\$ 100.00	\$ 208,000.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	2,080	\$ 135.00	\$ 280,800.00
3	CDBG-DR Program Manager	Hourly Rate	2,080	\$ 170.00	\$ 353,600.00
4	CDBG-DR Subject Matter Expert	Hourly Rate	2,080	\$ 185.00	\$ 384,800.00
5	Construction Manager	Hourly Rate	2,080	\$ 170.00	\$ 353,600.00
6	Communications/Contractor Liaison	Hourly Rate	2,080	\$ 145.00	\$ 301,600.00
7	Field Inspector	Hourly Rate	2,080	\$ 120.00	\$ 249,600.00
8	Case Managers	Hourly Rate	2,080	\$ 60.00	\$ 124,800.00
9	Intake/Eligibility Staff	Hourly Rate	2,080	\$ 50.00	\$ 104,000.00
10	Clerical Staff	Hourly Rate	2,080	\$ 50.00	\$ 104,000.00
				SUBTOTAL: Renewal 1	\$ 2,464,800.00



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PROCUREMENT MANAGEMENT DEPARTMENT - PRICE PROPOSAL FORM

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	\$ 95.00	\$ 197,600.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	2,080	\$ 120.00	\$ 249,600.00
3	CDBG-DR Program Manager	Hourly Rate	2,080	\$ 170.00	\$ 353,600.00
4	CDBG-DR Subject Matter Expert	Hourly Rate	2,080	\$ 150.00	\$ 312,000.00
5	Construction Manager	Hourly Rate	2,080	\$ 165.00	\$ 343,200.00
6	Communications/Contractor Liaison	Hourly Rate	2,080	\$ 145.00	\$ 301,600.00
7	Field Inspector	Hourly Rate	2,080	\$ 120.00	\$ 249,600.00
8	Case Managers	Hourly Rate	2,080	\$ 60.00	\$ 124,800.00
9	Intake/Eligibility Staff	Hourly Rate	2,080	\$ 40.00	\$ 83,200.00
10	Clerical Staff	Hourly Rate	2,080	\$ 50.00	\$ 104,000.00
SUBTOTAL: Renewal 2					\$ 2,319,200.00

Estimated Cost per Staff Member Assigned - Optional Renewal 3

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	CDBG-DR Planning and Policy Support Staff	Hourly Rate	2,080	\$ 95.00	\$ 197,600.00
2	CDBG-DR QA and Monitoring Staff	Hourly Rate	2,080	\$ 120.00	\$ 249,600.00
3	CDBG-DR Program Manager	Hourly Rate	2,080	\$ 170.00	\$ 353,600.00
4	CDBG-DR Subject Matter Expert	Hourly Rate	2,080	\$ 150.00	\$ 312,000.00
5	Construction Manager	Hourly Rate	2,080	\$ 165.00	\$ 343,200.00
6	Communications/Contractor Liaison	Hourly Rate	2,080	\$ 145.00	\$ 301,600.00
7	Field Inspector	Hourly Rate	2,080	\$ 120.00	\$ 249,600.00
8	Case Managers	Hourly Rate	2,080	\$ 50.00	\$ 104,000.00
9	Intake/Eligibility Staff	Hourly Rate	2,080	\$ 40.00	\$ 83,200.00
10	Clerical Staff	Hourly Rate	2,080	\$ 50.00	\$ 104,000.00
SUBTOTAL: Renewal 3					\$ 2,298,400.00

PRICING SUMMARY FOR INITIAL CONTRACT TERM PLUS ALL OPTIONAL RENEWALS

PROJECT TOTAL	\$15,693,600.00
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**Quantities are not guaranteed. Final payment will be based on actual quantities.

PROJECT TOTAL: Fifteen million six hundred ninety-three thousand six hundred dollars

(Use Words to Write Total)



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Remote Work Hourly Rates By Classification (See Page 31, Section 3.5 of Solicitation Package) - Optional, Unscored

CONTRACT YEAR	1-3	4	5	6
CDBG-DR Planning and Policy Support Staff	\$ 140.00	\$ 100.00	\$ 90.00	\$ 90.00
CDBG-DR QA and Monitoring Staff	\$ 130.00	\$ 120.00	\$ 115.00	\$ 115.00
CDBG-DR Program Manager	\$ 170.00	\$ 165.00	\$ 160.00	\$ 160.00
CDBG-DR Subject Matter Expert	\$ 190.00	\$ 150.00	\$ 140.00	\$ 140.00
Construction Manager	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00
Communications/Contractor Liaison	\$ 140.00	\$ 140.00	\$ 130.00	\$ 130.00
Field Inspector	\$ 130.00	\$ 115.00	\$ 115.00	\$ 115.00
Case Managers	\$ 90.00	\$ 60.00	\$ 50.00	\$ 50.00
Intake/Eligibility Staff	\$ 105.00	\$ 50.00	\$ 40.00	\$ 40.00
Clerical Staff	\$ 60.00	\$ 50.00	\$ 50.00	\$ 50.00

OPTIONAL UNIT PRICES

Environmental, Architecture, Engineering & Construction	
Architectural Historian - Environmental Review	\$ 165.00
Environmental Analyst	\$ 130.00
Field Technician	\$ 120.00
Lead Based Paint Inspector	\$ 125.00
Asbestos Inspector	\$ 145.00
Professional Engineer	\$ 250.00
Engineering Supervisor	\$ 240.00
Engineering Project Manager	\$ 230.00
Staff 2 Engineer	\$ 180.00
Staff 1 Engineer	\$ 125.00
Construction Inspection Manager	\$ 165.00
Construction Cost Estimator	\$ 135.00
Construction Field Inspector 2	\$ 125.00
Construction Field Inspector 1	\$ 85.00
Construction Analyst	\$ 79.00
Senior Designer	\$ 160.00
Designer	\$ 150.00
Technician	\$ 140.00
Drafter	\$ 100.00
Bridge Inspector	\$ 160.00
Professional Land Surveyor	\$ 145.00
Field Survey Technician	\$ 95.00
URA, Temporary Housing, Buyout & Title Services	
Relocation and URA Services SME	\$ 200.00
Relocation and URA Services Coordinator	\$ 150.00
Relocation and URA Services Specialist	\$ 100.00
Title Abstractor	\$ 150.00
Title Report Manager	\$ 170.00
Senior Legal / Closing Attorney	\$ 250.00
Junior Legal / Closing Attorney	\$ 185.00
Recording Fees (per property)	\$70.00

OPTIONAL UNIT PRICES

Technology & Reporting	
IT Director	\$ 225.00
Technology Program Manager	\$ 185.00
IT Development & Support Analyst	\$ 150.00
Business Process Analyst	\$ 140.00
Reporting Manager	\$ 185.00
DRGR / Reporting Specialist	\$ 140.00
Reporting Analyst	\$ 110.00
Grants Management System License (per user annually)	\$ 1,500.00
Outreach & Marketing	
Outreach Coordinator	\$ 110.00
Graphic Designer	\$ 95.00
Print Materials/Digital Ads	Reimbursed at cost
Alternate Unit Prices	
Damage Assessment Package	\$ 1,250.00
Lead Based Paint Inspection	\$ 1,350.00
Progress Inspection	\$ 700.00
Final Inspection	\$ 600.00
Environmental Tier II Review	\$ 850.00



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Mar. 06 2009 04:11PM P7/7

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**STATEMENT OF QUALIFICATION FOR FLORIDA OR FOREIGN
LIMITED LIABILITY PARTNERSHIP**

1. The name of the partnership as identified in the records of the Florida Department of State:
Home LLP

Insert partnership's Florida registration number: _____
or
Attach completed Partnership Registration Statement and \$50 filing fee.

2. Suffix adopted for the above named partnership: LLP
(“Registered Limited Liability Partnership,” “Limited Liability Partnership,” “RLLP,” “LLP,” “RLP,” or “LLP”)

3. The street address of its chief executive office: 200 East Capitol Street, Suite 1400
(if different from current recorded address): Jackson, MS 39201

4. The street address of principal office in Florida: N/A
(if different from above)

5. The name and Florida street address of the partnership's agent for service of process:
Capitol Corporate Services, Inc.
165 Office Plaza Dr. STE A
Tallahassee, Florida 32301

6. This partnership hereby elects to be a limited liability partnership.

7. Effective date, if other than the date of filing: _____
(Effective date cannot be prior to the date of filing nor more than 90 days after the date of filing.)

The execution of this statement constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

Signed this 1st day of April, 2009.

Signature of a partner or authorized person: [Signature]

Typed or printed name of person signing above: Hugh J. Parker, Executive Partner

Filing Fee: \$25.00
Certified Copy (Optional): \$52.50
Certificate of Status (Optional): \$ 8.75

INR367 (10/07)

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09 APR -3 AM 8:18
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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Form 2 - Affidavit Certification of Immigration Laws

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP230432BAG SOLICITATION NAME: CDBG-DR Individual Housing Programs Management and Implementation

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, FLA. 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: HORNE LLP
 Signature: Anna Stroble Title: Partner Date: 07/25/23

STATE OF Mississippi
 COUNTY OF Madison

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of July, 2023, by Anna Stroble who has produced
 (Print or Type Name)

Driver's License as identification.
 (Type of Identification)

Chelsea Blake
 Notary Public Signature

Chelsea Blake
 Printed Name of Notary Public

June 28, 2025 / ID 116407
 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.**

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 Individual Housing Programs Management and Implementation, RFP230432BAG

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Maretzie Díaz Sánchez, Esq.			Bidder/Proposer:	HORNE LLP
COMPANY:	Puerto Rico Department of Housing			Due Date:	07/24/23
PHONE #:	(787) 274-2527 ext. 6615			Total # Pages:	1
FAX #:	(787) 758-9263			Phone #:	(601) 326- 1317
EMAIL:	mdiaz@vivienda.pr.gov			Fax #:	
				Bidder/Proposer E-Mail:	Anna.Stroble@Horne.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:	HORNE LLP				
Reference Project Name:	Program Grant Manager/Administrator following Hurricanes Irma & Maria		Project Address:	Avenida Barbosa 606, Edificio Juan C. Cordero San Juan, PR 00923	Project Cost:
					\$20,200,000,000
Summarize Scope:					
HORNE was hired to build the foundation of the largest recovery program in history by providing oversight of a \$3 billion housing program, development of a system of record, administration of 13 programs across recovery areas, and other services.					
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: I have been working with this company for the last 4.5 years. I am very pleased with their services and they have helped the Puerto Rico Department of Housing achieve its goals in a very professional way. They have always been available to resolve any issues that the Department has encountered during the disaster recovery fase and their commitment has always been extraordinary.					

Section 4 Please submit non-Lee County employees as references

Maretzie Díaz Sánchez, Esq.

Reference Name (Print Name)

Reference Signature

*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 Individual Housing Programs Management and Implementation, RFP230432BAG

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Nell Rogers			Bidder/Proposer:	HORNE LLP
COMPANY:	Mississippi Development Authority			Due Date:	07/27/23
PHONE #:	(601) 359-9341			Total # Pages:	1
FAX #:	(601) 569-9280			Phone #:	(601) 326-1317
EMAIL:	nrogers@mississippi.org			Fax #:	
				Bidder/Proposer E-Mail:	Anna.Stroble@Horne.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:		HORNE LLP			
Reference Project Name; Hurricane Katrina Recovery Programs & Disaster Recovery Program Management Office		Project Address: P.O. Box 849 Jackson, MS 39205		Project Cost: \$6,132,308,384	
Summarize Scope:					
HORNE provided reporting, project finance/budget/timeline monitoring, document management coordination services, and worked directly with the state to ensure overall compliance. The PMO office provided a central source for program support.					
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: I am extremely pleased satisfied with Horne LLP's ability to perform, successfully managing a large and complex federal assistance program, holding to the highest standards for fiscal accountability, compliance, timeliness, reporting, staffing, and responsiveness to client expectations for immediate					

Section 4 Please submit non-Lee County employees as references

Nell Rogers

Reference Name (Print Name)

Nell Rogers

Reference Signature

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 Individual Housing Programs Management and Implementation, RFP230432BAG

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Benjamin I. Duncan II			Bidder/Proposer:	HORNE LLP
COMPANY:	South Carolina Office of Resilience			Due Date:	07/24/23
PHONE #:	(803) 608-9079			Total # Pages:	1
FAX #:	(803) 771-2887			Phone #:	(601) 326-1317
EMAIL:	ben.duncan@scor.sc.gov			Fax #:	
				Bidder/Proposer E-Mail:	Anna.Stroble@Horne.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:		HORNE LLP			
Reference Project Name:		Project Address:		Project Cost	
2015 Storm Flooding and Hurricanes Matthew and Florence Recovery		632 Rosewood Drive Columbia, SC 29201		\$293,859,000	
Summarize Scope					
HORNE delivered the first turn-key CDBG-DR housing solution & led recovery efforts for three major hurricanes by providing applicant intake/outreach, implementation of a custom system of record, staffing/training, program closeout, and other services.					
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					Yes
5. Was the job completed within budget? Yes					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: Please see attachmen.					

Section 4 Please submit non-Lee County employees as references

Benjamin Duncan II

Reference Name (Print Name)

Reference Signature

BIVU

Form 3 - Reference Survey

HORNE worked with SCOR to deliver a turn-key intake, eligibility, and construction process to complete multiple hurricane recovery projects with another soon to follow. The South Carolina (SC) programs are the fastest CDBG-DR recovery to-date with more than 3,000+ homes completed. HORNE was trusted by SC to lead the recovery efforts of three major hurricanes for a budget of \$293 million and provided services that included applicant outreach/intake, strategic stakeholder communications, construction management services, and more. HORNE created and delivered a seven-week recovery timeline that has become our standard and recognized by HUD as a best practice. HORNE and SCOR have completed and closed out the 2015 Flood grant, becoming the first project in the grantee class to achieve closeout, have completed construction on the 2016 Hurricane Matthew grant, and have committed more than 95% of all funding for the 2018 Hurricane Florence grant.



HORNE



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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: HORNE LLP

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.

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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: Indelible Emergency Management, 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.

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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: KPMG LLP

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>
See Next Page							

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.

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Disclosure:

As is the case with all major professional services firms, from time to time KPMG LLP (KPMG or firm) and/or individual partners, principals, or employees have been named as defendants in lawsuits by government or regulatory bodies and civil plaintiffs, particularly when one of the firm's clients suffers an economic downturn. Understandably, the details of such litigation are sensitive and highly confidential. KPMG has a professional indemnity insurance program in place to insure against such risks, and we have no pending litigation, or litigation commenced in the past ten years, that would materially affect the firm's operations or our ability to perform services for you.

Like other professional services firms, over time KPMG has been the subject of disciplinary proceedings brought by, or sanctions imposed by, regulatory or law enforcement agencies, including the Department of Justice, the Securities and Exchange Commission (SEC), the Public Company Accounting Oversight Board (PCAOB), and/or State Boards of Accountancy. For example, in the last ten years:

In January 2014, the firm entered into a settlement with the SEC in which the firm was censured, disgorged certain fees, and paid a civil monetary penalty to the SEC in connection with alleged violations of SEC regulations governing auditor independence with respect to three public company audit clients between 2007 and 2011. In February 2016, KPMG entered into a Stipulation with the Utah Division of Occupational and Professional Licensing (on behalf of the Utah CPA Licensing Board), which contains a public reprimand of KPMG, based on the firm's entry into the January 2014 SEC settlement, but no fine or penalty. KPMG remains fully licensed in Utah and its right to practice accounting there was not restricted. The conduct in the underlying SEC matter has no connection to Utah.

In December 2016, KPMG settled a matter with the SEC that related to KPMG's inadvertent loss (in 2009) of certain papers from an audit work paper binder, while the binder was checked out for routine use in a subsequent audit of the client. The SEC settlement included an order directing KPMG to cease and desist from committing any future violations of the SEC's audit work paper retention rules and imposed a civil monetary penalty of \$230,000. The firm did not admit or deny the SEC's allegations in connection with this matter. In the settlement, the SEC acknowledged that since 2010 KPMG has enhanced its policies and procedures governing the retention of audit work papers, which now include retention of electronic work papers in a central filings system.

In August 2017, KPMG and one of its partners entered into a settlement with the SEC that resolved allegations by the SEC that the firm's audit of a public company audit client's fiscal 2011 financial statements did not comply with applicable professional standards. In connection with the settlement, KPMG paid the SEC a civil monetary penalty of \$1 million, together with disgorgement of \$4,675,680, which represents audit and audit-related fees paid to KPMG by the client over the course of the auditor-client relationship (2011-2014), and prejudgment interest of approximately \$558,000. Neither the firm nor the partner admitted or denied the SEC's allegations in connection with this matter. In connection with the settlement, the firm agreed to certain undertakings to improve audit quality. The involved partner was barred from appearing before the SEC as an accountant for two years. The firm and now-retired KPMG partner also entered into a settlement with the Tennessee State Board of Accountancy in connection with this matter.

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On June 17, 2019, the SEC issued an order (the SEC Order) instituting public administrative and cease and desist proceedings against KPMG in relation to the two matters described below.

In early 2017, KPMG learned that an individual who had joined the firm from the PCAOB subsequently received confidential information from the PCAOB and shared it with other KPMG personnel. KPMG immediately reported the situation to the PCAOB and the SEC, took steps to separate implicated individuals from KPMG, and retained outside counsel to investigate. That investigation revealed that several KPMG individuals either had improper advance warnings of upcoming engagements to be inspected by the PCAOB, or knew that others had received such information and had failed to report the situation in a timely manner.

In January 2018, the U.S. Attorney's Office for the Southern District of New York announced that it had criminally charged five of the individuals who, months earlier, had been separated from KPMG. Four of these individuals entered guilty pleas. On March 11, 2019, following a jury trial, a former KPMG partner was convicted of four of the five charges against him, including wire fraud and conspiracy to commit wire fraud. He is appealing his conviction. All five individuals have been sentenced, although the convicted individual is free on bail pending his appeal.

The SEC also instituted administrative proceedings against the same five individuals. Two of the individuals have been sanctioned pursuant to offers of settlement, the convicted individual was sanctioned by automatic provision of SEC rules, and the proceedings with respect to the other two individuals remain pending.

KPMG cooperated fully with the U.S. Attorney's Office and the SEC in connection with this matter and took several remedial actions designed to prevent the sort of individual misconduct at issue in this matter.

The second matter resolved by the SEC Order relates to training exams and arose in late-2018. Some of KPMG's professionals shared the answers to open-book tests that were administered in connection with internal, firm-sponsored training. In the context of investigating the training exams, KPMG discovered that prior to 2016 certain individuals also had manipulated the hyperlink associated with the training exams in order to ensure passing scores. KPMG immediately reported this misconduct to its regulators, and, in addition, KPMG's Board of Directors established a Special Committee to oversee the investigation conducted by outside counsel. In May 2020, the SEC entered into orders with three former KPMG partners involved in the aforementioned matter, barring them from appearing or practicing before the Commission as accountants for periods ranging from one to three years, with leave to apply for reinstatement.

The SEC Order censured KPMG for a violation of PCAOB Rule 3500T and other standards. Rule 3500T requires KPMG and associated persons to comply with ethics standards mandated by the American Institute of Certified Public Accountants. The SEC Order also ordered the firm to cease and desist from committing or causing any future violations of PCAOB Rule 3500T, and imposed a \$50 million civil money penalty and remedial undertakings upon the firm. The remedial undertakings obligated the firm to take certain actions, including but not limited to a comprehensive internal review of the firm's ethics and integrity policies and processes. This policy review was evaluated by an independent, third-party consultant that KPMG retained. KPMG reported the completion of its review to the SEC, and the independent consultant reported to the SEC the completion of its review, which is non-public. The SEC Order imposed no limitations on KPMG's ability to perform services for existing or new clients.

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Based on the facts set forth in the SEC Order, a number of state boards of accountancy orders were issued. For example, the California Board of Accountancy issued a disciplinary consent order on October 2, 2020 (effective November 2, 2020) that, among other things, imposed a three-year probation on KPMG's California license and an administrative penalty of \$1.3 million. The California order also suspended the firm's California license for thirty days and simultaneously stayed that suspension, subject to the probation referenced above. Also following the entry of the SEC Order, the firm and the Texas State Board of Public Accountancy entered into an Agreed Consent Order in which the firm agreed to a reprimand and payment of a \$2 million administrative penalty. On January 20, 2021, the Pennsylvania State Board of Accountancy approved a Consent Agreement and Order (the Consent Order) between KPMG and the Pennsylvania Bureau of Professional and Occupational Affairs. The Consent Order resolves a disciplinary action based on the SEC Order and requires KPMG to pay a \$5,000 civil penalty. On February 25, 2021, the firm entered into a Consent Agreement with the State of Washington Board of Accountancy related to the SEC Order, wherein the firm agreed to a \$30,000 fine and the imposition of certain training requirements for the leadership of the firm's Washington State office public company audit team. On May 28, 2021, the Florida Department of Business and Professional Regulation approved a consent order reprimanding the firm's license in Florida. On September 7, 2021, the Idaho Board of Accountancy issued an order whereby the firm agreed to pay a \$15,000 civil penalty. On November 22, 2021, the North Carolina State Board of Certified Accountant Examiners issued a consent order whereby the firm agreed to pay a \$29,000 civil penalty. On November 29, 2021, the State of Connecticut Department of Consumer Protection entered a consent order whereby KPMG agreed to (i) pay a \$150,000 penalty, (ii) a stayed thirty-day suspension of its license, and (iii) two years of probation. These matters have no impact on the firm's or individual personnel's ability to serve commercial or government clients.

None of the above-mentioned matters have materially affected the firm's operations or our ability to provide services under this proposal.



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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

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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 Midstream, 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 8 Of 9 Total pages

CONFIDENTIAL

HGA

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 9 Of 9 Total pages



CONFIDENTIAL

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
Indelible Emergency Management LLC	Community Outreach & Engagement	Drew F. Winters	(802) 212-0477	N/A	10%
KMPG LLP	Buyout Program Management	Anthony Monaco	(212) 872- 6448	N/A	25%
Hunt, Guillot and Associates, LLC (HGA)	Damage Assessments & Inspections	Jack Hunt	(318) 255-6825	N/A	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.

CONFIDENTIAL

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.

1. This sworn statement is submitted to Lee County
(Print name of the public entity)
- by Anna Stroble, Partner
(Print individual's name and title)
- for HORNE LLP
(Print name of entity submitting sworn statement)
- whose business address is 150 South Monroe, Suite 406 Tallahassee, FL 32301
- (If applicable) its Federal Employer Identification Number (FEIN) is 20-1941244

(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 officers, 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.)
- ☒ 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.

CONFIDENTIAL

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.

Anna Stroble
(Signature)

7/25/2023

(Date)

STATE OF Mississippi
COUNTY OF Madison

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25 day of July, 2023 by Anna Stroble who has produced

(Print or Type Name)

Driver's License as identification.
(Type of Identification)

Chelsea Blake
(NOTARY PUBLIC)

My Commission Expires June 28, 2025



Form 7: Debarment, Suspension, Ineligibility

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

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, HORNE LLP 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/VENDORBy: 

Signature

Anna Stroble, Partner

Name and Title

150 South Monroe, Suite 406

Street Address

Tallahassee, FL 32301

City, State, Zip

7/25/2023

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, Indelible Emergency Management, 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/VENDORIndelible Emergency Management, LLCBy: 

Signature

Michael D. White, II**Name and Title**Chief Business Development Officer/Founding Partner**Street Address**3800 Esplanade Way, Suite 210**City, State, Zip**Tallahassee, FL 32311**Date**7-25-2023

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 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, LLCBy: 

Signature

Jack Hunt, Principal

Name and Title

603 E. Reynolds Drive

Street Address

Ruston, LA 71270

City, State, Zip

7/26/2023

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, KPMG LLP
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/VENDORBy: Anthony Monaco

Signature

Anthony Monaco, Lead Partner

Name and Title

227 N. Bronough Street, Suite 7500

Street Address

Tallahassee, FL 32301

City, State, Zip

7/27/2023

Date

Disclosure:

KPMG LLP (KPMG or firm) is not presently suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency.

To the best of our knowledge and belief, no current KPMG partner, principal, or employee has been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency arising out of conduct while employed by KPMG.

*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.

Form 8 Continued: Immigration Law Affidavit Certification

Attachment: Immigration Law Affidavit Certification


Solicitation # and Title: **RFP230432BAG CDBG-DR Individual Housing Programs Management and Implementation**

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	<u>HORNE LLP</u>	
Print Name	<u>Anna Stroble</u>	Title <u>Partner</u>
Signature	<u></u>	Date <u>07/25/23</u>

State of: MississippiCounty of: Madison

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25 day of July, 2023, by Anna Stroble who has produced

Driver's Licence as identification.
(Type of Identification and Number)

Chelsea Blake
Notary Public Signature

Chelsea Blake
Printed Name of Notary Public

ID 114407 / June 28, 2025
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.

ADDITIONAL GRANT FUNDED REQUIRED DOCUMENTS

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RFP230432BAG CDBG-DR Individual Housing Programs Management and Implementation



HORNE



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HGA



KPMG

E-Verify

Company ID Number: 1252141

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
HORNE LLP	
Name (Please Type or Print) Tracy Cunningham	Title
Signature Electronically Signed	Date 12/05/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/12/2017



EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND SECTION 3
CERTIFICATION

(To Be Completed By General Contractor And All Subcontractors and Submitted with the Bid)

PROJECT NAME: CDBG-DR Individual Housing Programs Management and Implementation

The undersigned, having submitted a bid for construction of the above identified project,
certifies that he/she shall:

1. Comply with Title VI of the Civil Rights Act of 1964 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Sections 502 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1975 in that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Comply with Executive Orders 11246, 11375 and 12086 in that no employee or applicant for employment shall be discriminated against because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the hiring, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. Comply with Executive Orders 11625 and 12432 Concerning Minority Business Enterprise and Executive Order 12138 Concerning Women's Business Enterprise to ensure to the maximum extent possible the inclusion of minorities and women and entities owned by minorities and women in all subcontracts pursuant to the above contract.
4. Comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR Part 75 which requires to the greatest extent feasible that the training, employment and other economic opportunities arising in connection with the above identified project be given to low and very-low income persons residing within the local community and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low and very-low income persons residing in Lee County.
5. Furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and permit access to its books, records and accounts by Lee County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

CONTRACTOR NAME: HORNE LLP

SIGNATURE/TITLE: _____

Partner

FEDERAL I.D or SOCIAL SECURITY NUMBER: 20-1941244

DATE: 07/25/23

SECTION 3 BUSINESS CERTIFICATE OF ELIGIBILITY FOR PREFERENCE

NOTE: This certificate must be signed by the person who will sign, or has signed the Bid Form. This certificate will become a part of the contract documents. This form is a listing of Section 3 businesses that are planned to be a part of the project. If that is unknown or none apply, the form must still be completed.

Project Number: RFP230432BAG Bid Number: _____

Project Name: CDBG-DR Individual Housing Programs Management and Implementation

This is a formal certification that the below list of Section 3 Business(es) will be utilized on the above project and that such business(es) qualify for a Section 3 Business Preference and meet the requirements of a Section 3 Business as defined in the Bidding Procedures for this project.

a. Section 3 Business Name: _____

Address: Description of Work: _____

Dollar Value of Proposed Work: Not applicable at time of bid submission.

b. Section 3 Business Name: _____

Address: Description of Work: _____

Dollar Value of Proposed Work: Not applicable at time of bid submission.

c. Section 3 Business Name: _____

Address: Description of Work: _____

Dollar Value of Proposed Work: Not applicable at time of bid submission.

The percentages of the total dollar value of all Section 3 Business work compared to the total bid price Not applicable at time of bid submission.

e. This certification is a material representation of the face upon which reliance may be placed if the proposed transaction is entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department of Housing and Urban Development and Lee County may pursue available remedies.

f. The undersigned contractor's representative shall provide immediate written notice to the agency to which this proposal is submitted if at any time the undersigned learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

HORNE LLP

Anna Groble

7/24/2023

Contractor's Name

Signature

Date

**CERTIFICATION FOR A BUSINESS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business HORNE LLP

Address of Business 150 South Monroe, Suite 406 Tallahassee, FL 32301

Type of Business: ☐ Corporation ☒ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- ☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For business entity as applicable:

- ☒ Copy of Articles of Incorporation ☒ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☒ List of owners/stockholders and % ownership of each ☒ Corporation Annual Report
☒ Latest Board minutes appointing officers
☒ Organization chart with names and titles and brief function statement ☐ Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

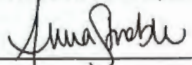
- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- ☐ List of all current full-time employees ☐ List of employees claiming Section 3 status
☐ PHA/IHA Residential lease less than 3 years from day of employment ☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☒ Current financial statement
☒ Statement of ability to comply with public policy
☒ List of owned equipment
☒ List of all contracts for the past two years

Anna Stroble 

(Corporate Seal)

Authorizing Name and Signature

Attested by: Chelsea Blake (Chelsea Blake)

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:57 PM 12/21/2004
FILED 06:33 PM 12/21/2004
SRV 040929133 - 3879341 FILE

STATE OF DELAWARE**STATEMENT OF QUALIFICATION OF LIMITED LIABILITY PARTNERSHIP
OF
HORNE LLP**

This Statement of Qualification of Limited Liability Partnership is being executed and filed under the Delaware Revised Uniform Partnership Act (6 *Del C.* § 15-101 *et seq.*).

FIRST: The name of the limited liability partnership is Horne LLP.

SECOND: The address of the registered office of the limited liability partnership in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, and the name and address of the limited liability partnership's registered agent for service of process in the State of Delaware is The Corporation Trust Company.

THIRD: The number of partners of the limited liability partnership is two (2).

FOURTH: The partnership elects to be a limited liability partnership under the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Statement of Qualification of Horne LLP this 21st day of December, 2004, being duly authorized by said partnership so to do.

By: _____

Hugh J. Parker, Partner

JACKSON 992782v1



HORNE

INDELIBLE

HGA

KPMG

FROM CORPORATION TRUST 302-655-2480

(THU) 1. 27' 05 10:17/ST. 10:16/NO. 4862069701 P 3

STATE OF DELAWARE

AMENDMENT TO
STATEMENT OF QUALIFICATION OF LIMITED LIABILITY PARTNERSHIP
OF
HORNE LLP

This Amendment to Statement of Qualification of Limited Liability Partnership of Horne LLP is being executed and filed under the Delaware Revised Uniform Partnership Act (6 Del C. § 15-101 *et seq.*).

The Statement of Qualification of Limited Liability Partnership of Horne LLP was filed with the Secretary of State of Delaware on December 21, 2004 (the "Statement of Qualification").

Article THIRD of the Statement of Qualification is hereby amended to read as follows:

THIRD: The number of partners of the limited liability partnership is thirty-nine (39).

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Statement of Qualification of Horne LLP as of the 19th day of January, 2005, being duly authorized by said partnership so to do.

HORNE LLP

By: 

Hugh J. Parker, Executive Partner

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:53 PM 01/20/2005
FILED 01:42 PM 01/20/2005
SRV 050048734 - 3879341 FILE

JACKSON 1003910v2



HORNE

INDELIBLE



Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HORNE LLP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FOURTH DAY OF MAY, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HORNE LLP" WAS FORMED ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2004.



3879341 8300

SR# 20232330973

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203412683

Date: 05-24-23



HORNE

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KPMG

**LEE COUNTY, FLORIDA
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

Project No.: RFP230432BAG Bid No.: _____ Contract No.: _____

Contract/Project Name(s): CDBG-DR Individual Housing Programs Management and Implementation

This is a formal certification that the below list of Disadvantage Business Enterprise Sub-Contractor(s) and amount(s) were utilized on the above project.

DBE SUB-CONTRACTOR	SUB-CONTRACTOR AMOUNT	AMOUNT PAID
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p style="font-size: 48pt; font-weight: bold;">N/A</p> <p style="transform: rotate(-45deg); font-size: 12pt;">Not applicable at time of bid submission.</p> </div> <div style="text-align: center;"> <p style="font-size: 48pt; font-weight: bold;">A</p> <p style="transform: rotate(-45deg); font-size: 12pt;">Applicable at time of bid submission.</p> </div> </div>		

SIGNED: 

DATE: 7/25/2023

Send To: Lee County Department of Human Services
2440 Thompson Street
Fort Myers, FL 33901
(239) 533-7930

SCHEDULE D

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Bid Form. This form is a listing of subcontractors that are planned to be a part of the project. If those subcontractors are unknown or none apply, the form must still be completed. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐

(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐

(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐

(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐

(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK:

\$ Not applicable at time of bid submission.

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED:

Not applicable at time of bid submission, %

HORNE LLP

Anthony
SIGNATURE

7/25/2023

CONTRACTOR NAME

DATE

CONFIDENTIAL

ANTI-LOBBYING CERTIFICATION

(REQUIRED FOR ALL BIDS OF \$100,000 OR MORE)

PROJECT NAME: CDBG-DR Individual Housing Programs Management and ImplementationThe undersigned, having submitted a bid to: Lee Countyfor construction of the above identified project in the amount of: \$ Not applicable at time of bid submission.

does hereby certify that:

1. No appropriated Federal funds have been paid or will be paid, by or on behalf of myself, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the 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.
2. If any funds other than appropriated Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, I will complete and submit Standard Form – LLL, Disclosure of Lobbying Activities in accordance with its instructions.
3. Submission of this certification is 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.

GENERAL CONTRACTOR HORNE LLP**SIGNATURE** **TITLE** Partner**FEDERAL ID OR SOCIAL SECURITY NUMBER** 20-1941244**DATE** 07/25/23

NOTE: All general contractors who bid for an award of \$100,000 or more shall file the required anti-lobbying certification in accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier of subcontractors certifies to the tier above that it will not and has not used appropriated Federal 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 non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the General Contractor.



DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> N/A a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> N/A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: 150 South Monroe, Suite 406 Tallahassee, FL 32301 Congressional District, if known : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known :	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable : _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, middle initial) N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, middle initial): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Anna Stroble</u> Print Name: <u>Anna Stroble</u> Title: <u>Partner</u> Telephone No.: <u>(601) 326-1317</u> Date: <u>07/25/23</u>		
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

**LEE COUNTY, FLORIDA
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

Project No.: RFP230432BAG Bid No.: _____ Contract No.: _____

Contract/Project Name(s): CDBG-DR Individual Housing Programs Management and Implementation

This is a formal certification that the below list of Disadvantage Business Enterprise Sub-Contractor(s) and amount(s) were utilized on the above project.

DBE SUB-CONTRACTOR	SUB-CONTRACTOR AMOUNT	AMOUNT PAID
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p style="font-size: 48pt; font-weight: bold;">N/A</p> <p style="transform: rotate(-45deg); font-size: 12pt;">Not applicable at time of bid submission.</p> </div> <div style="text-align: center;"> <p style="font-size: 48pt; font-weight: bold;">A</p> <p style="transform: rotate(-45deg); font-size: 12pt;">Applicable at time of bid submission.</p> </div> </div>		

SIGNED: 

DATE: 7/25/2023

Send To: Lee County Department of Human Services
2440 Thompson Street
Fort Myers, FL 33901
(239) 533-7930

SCHEDULE D

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Bid Form. This form is a listing of subcontractors that are planned to be a part of the project. If those subcontractors are unknown or none apply, the form must still be completed. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐

(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐

(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐

(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐

(CHECK APPROPRIATE DESIGNATION)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: Not applicable at time of bid submission.

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK:

\$ Not applicable at time of bid submission.

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED:

Not applicable at time of bid submission, %

HORNE LLP

Handwritten Signature
SIGNATURE

7/25/2023

CONTRACTOR NAME

DATE

CONFIDENTIAL

ANTI-LOBBYING CERTIFICATION

(REQUIRED FOR ALL BIDS OF \$100,000 OR MORE)

PROJECT NAME: CDBG-DR Individual Housing Programs Management and ImplementationThe undersigned, having submitted a bid to: Lee Countyfor construction of the above identified project in the amount of: \$ Not applicable at time of bid submission.

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2. If any funds other than appropriated Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, I will complete and submit Standard Form – LLL, Disclosure of Lobbying Activities in accordance with its instructions.
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GENERAL CONTRACTOR HORNE LLP**SIGNATURE** **TITLE** Partner**FEDERAL ID OR SOCIAL SECURITY NUMBER** 20-1941244**DATE** 07/25/23

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> N/A a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> N/A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: 150 South Monroe, Suite 406 Tallahassee, FL 32301 Congressional District, if known : 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known :	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable : _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, middle initial) N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, middle initial): N/A	
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Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

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.:	RFP230432BAG
SOLICITATION TITLE:	CDBG-DR Individual Housing Programs Management and Implementation
DATE DUE:	Monday, August 14, 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

EXHIBIT F
PROJECT FUNDING PACKAGE

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-

EXHIBIT F
PROJECT FUNDING PACKAGE

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,

EXHIBIT F
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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:	Roger Desjarlais	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:	rdesjarlais@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

EXHIBIT F
PROJECT FUNDING PACKAGE



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 27, 2023

Solicitation No.: RFP230432BAG

Solicitation Name: CDBG-DR Individual Housing Programs Mgmt and Implementation

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. QUESTIONS/ANSWERS


1.	Does Lee County have established on-site and mobile application sites? Or is the vendor expected to propose number of application centers and locations? (Page 37, item 3.10.2.1.3.1.5)
Answer	Lee County does not have established on-site and mobile application sites. Vendors should propose the number and general location of application sites.
2.	Can Lee County define what activities are included in 'Construction Oversight'? (Page 32)
Answer	Construction oversight may include, but is not limited to, completing initial damage inspections, developing site specific scopes of work, periodically inspecting properties while work is underway, ensuring quality and code compliance for all construction completed, and mitigating any challenges between property owners and contractors.
3.	Can Lee County confirm if performance and a payment bond are required? If required, are they required with the proposal submission? (Page 71, Contract Provisions, Item D)
Answer	Performance and payment bonds are not required at the time submission. This will need to be provided following negotiations and board approval, prior to a Notice to Proceed being issued.
4.	Many consulting firms have large and diverse portfolios of work with government agencies. Can the County please clarify if the complete list of government agencies required in Tab 2 should be all Florida agencies that the firm has done work for or should this list be all agencies nationally for which a similar scope was delivered? (Page 51, Submittal Requirements & Evaluation Criteria, Tab 2)
Answer	List all Florida Agencies for which the firm has completed work of a similar scope.
5.	Can Lee County clarify if the vendor is expected to contract a pool of builders to directly perform rehabilitations, reconstructions and elevations? (page 39, item 3.10.2.1.3.2.11)
Answer	The selected vendor is expected to solicit contractors to complete construction.
6.	If Lee County's intention is that the vendor performs construction, can the County clarify how the construction costs should be reflected in the pricing sheet? (Page 52, Tab 5 Price Scoring)

EXHIBIT F
PROJECT FUNDING PACKAGE

Answer	The selected vendor is expected to solicit contractors to complete construction.
7.	Can the county clarify if items such as rent costs for intake centers, outreach materials, can be billed as ODCs? (Page 52, Tab 5 Price Scoring)
Answer	The vendor is not expected to cover rent for intake centers or outreach materials. The County will pay for these.
8.	Can the county share the number of damaged homes and their approximate geographic locations within the County? (Page 37, item 3.10.2.1.3.1.5)
Answer	The Draft Action Plan is currently published with the agenda packet for the Board of County Commissioners' meeting to be held on August 1, 2023. https://www.leegov.com/bocc/meetings/agendas
9.	One of our major clients has a policy of not providing references but merely confirming that the work was completed. However, they do utilize an online vendor scorecard system that tracks vendor performance and contract values. Can we use a snippet of this website in place of the Lee County Reference Form?
Answer	This is acceptable, so long as the client's contact information is still provided, along with other references to provide the minimum number of required references.

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.



Brooke Green, CPPB
Grants Procurement Analyst
Direct Line: 239-533-8848
Lee County Procurement Management

**EXHIBIT F
PROJECT FUNDING PACKAGE**

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: August 4, 2023

Solicitation No.: RFP230432BAG

Solicitation Name: CDBG-DR Individual Housing Programs Management and Implementation

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. ADDITIONS/CLARIFICATIONS

3.10.2.4 Task 4- Environmental Reviews

3.10.2.4.1 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.

3.10.2.4.2 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.

3.10.2.4.1.1 Conducting Tier 2 – Site Specific environmental reviews for the individual housing program activities contemplated under this RFP.

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

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

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

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

2. QUESTIONS/ANSWERS

1.	For agreements and procurements drafted, will the County's legal department be reviewing or signing off on these?
Answer	The County Attorney's Office will review and sign off on any agreements to which the County is a party.

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2.	For the residential buyout the RFP notes that the vendor will need to procure contractors – what services will the contractors be performing as it relates to voluntary residential buyout? RFP notes they will be converted to green spaces will some of the services include demolition and debris removal to grade the identified sites?
Answer	Services needed (if any) will be unique to each site. There may be a need for demolition and debris removal or other activities. All services must be procured by the successful vendor in compliance with federal procurement requirements.
3.	Is there a minimum # of onsite and mobile application sites needed to implement these programs and do they need to be located in specific locations?
Answer	The County anticipates working with the selected vendor during project development to identify the appropriate number and locations of these outreach and application sites.
4.	Is there a date when we can expect the answers to these questions?
Answer	Questions are answered as they are received.
5.	Understanding that the Vendor will be required to ultimately use the system of record hosted by the staff augmentation vendor, since the Housing Programs Implementation Vendor is required to procure and manage contractors for the individual housing program projects, may the Vendor use its own case, and construction management system to manage the housing projects as long as it can guarantee that complete end-to-end files for each individual housing project shall be immediately transferred the County's system of record upon a timing identified by the County (e.g. daily, weekly, etc.)?
Answer	The County will ultimately require the system of record to contain complete, accurate and current information for all activities. An implementation vendor's use of its own case and construction management system for its own convenience will still have to comply with this requirement and will be at the vendor's own expense.
6.	Given that proposals are restricted to 15 pages and multiple sections may appear on the same page, does the County require physical tab dividers between sections, or just a clear visual indication of where each section begins?
Answer	Please see Page 50, Section 1.2: <i>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>
7.	The proposal "may not exceed 15 pages printed single-sided." Please clarify if proposals are required to be printed single-sided, or if they may be double-sided.
Answer	Proposals are required to be single sided.
8.	Section 21.1 states that "the use of sub-proposer/Vendor under this solicitation is not allowed without prior written authorization from the County representative." Please confirm that vendors may include subcontractors with the proposal.
Answer	Yes, vendors may include subcontractors in their proposals, and the County's award of the contract to a firm will constitute its approval of the use of any

EXHIBIT F
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	proposed subcontractors unless otherwise determined at the time of contract negotiation.
9.	Does the County desire a copy of the cost proposal provided in Excel format on the USB?
Answer	The USB provided with the submission should have a copy of the Proposal submission and Price Proposal Form in Excel format.
10.	Page 52 states that “Further qualifications and experience required of specific staff members are described below under Tasks.” Please clarify where this information can be found.
Answer	This sentence is amended to read: “Further qualifications and experience required of specific staff members are described below in Detailed Specifications under Tasks.”
11.	The instructions for Tab 7 state “Forms 1- 9.” Please clarify if there is a Form 9.
Answer	Required Forms are 1 through 8; however, there are several additional required documents for grant funded projects. Please see pages 55-56 for a full list of forms.
12.	Should Damage Inspectors be added to the list of staff in the Bid Proposal Form?
Answer	Field Inspector is included in the classifications listed on the Pricing Proposal Form. If a firm needs a separate classification for Damage Inspector, they may add this to Page 2 of the Pricing Proposal Form (do not modify Page 1).
13.	Is elevation limited to reconstruction projects or does it also apply to rehabilitation?
Answer	For the elevation-specific activities under the Individual Housing Rehabilitation, Reconstruction, and Elevation Program, individual homeowners may apply to have their home elevated in accordance with program guidelines no matter if the home is in need of rehabilitation or reconstruction. Some homes may have already been repaired. All reconstructed homes must comply with FEMA and HUD requirements for property elevation. For all homes receiving rehabilitation assistance, the home must comply with FEMA and HUD requirements for property elevation if the cost to rehab the home exceeds 50% of its market value.
14.	Is there a height limit to elevation projects?
Answer	Height limitations will be in accordance with local building code. Interested firms should refer to the County’s Draft Action Plan for elevation standards. https://www.leegov.com/recovery/cdbg-dr
15.	May the Section 3 strategy/plan requested in Tab 6 be provided as an appendix, not counting towards the 15-page limit?
Answer	All tabs must be complete to be considered for evaluation. Please utilize appendices as needed to accommodate the 15-page limit restriction.
16.	May the list of active contracts requested in Tab 1 be provided as an appendix, not counting towards the 15-page limit?
Answer	All tabs must be complete to be considered for evaluation. Please utilize appendices as needed to accommodate the 15-page limit restriction.
17.	It is expected that phone calls will be required to engage with applicants. Please clarify if a call center should be included in the proposed work approach and pricing.

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Answer	The County expects that the selected firm will conduct significant outreach and case management via phone and through the various application/outreach centers contemplated in the RFP. The County does not require firms to specifically propose a call center, but firms are invited to propose appropriate solutions based on their experience.
18.	It is expected that phone calls will be required to engage with applicants. Please clarify if a call center should be included in the proposed work approach and pricing.
Answer	See the answer to Question 17.
19.	Will the County allow for additional positions to be added to the bid proposal form?
Answer	Page 2 of the Bid Proposal form allows for additional positions to be added that will not be considered under the pricing score. Please do not modify Page 1 of the Price Proposal form.
20.	The County has requested references from complete projects. As this type of project often spans many years, would the County accept projects that are in progress but substantially complete or in final stages?
Answer	The County will accept references from projects that are substantially complete or in closeout if a firm cannot meet the requirements for references with completed projects.
21.	What are the County's top priorities for this project: Cost, Speed, Quality?
Answer	Cost, speed and quality are all priorities for this project. Balancing these priorities as needed will be part of the vendor negotiation process.
22.	Who will be performing the spot checks/audits of homes completed?
Answer	A combination of County staff and Staff Augmentation/Implementation staff will perform spot checks/audits of homes completed.
23.	Who will create the pool of sub-contractors for the work performed on homes?
Answer	The awarded Vendor for this contract will be responsible for procuring contractors to perform work on the homes in full compliance with all State, Federal and local regulations and laws.
24.	What is the approximate number of rehabs, reimbursements and buyouts to be performed under this contract?
Answer	Interested firms may refer to the Draft Action Plan to get a sense of the approximate numbers for all projects. https://www.leegov.com/recovery/cdbg-dr
25.	Call centers are key customer service component of a successful housing program. If a proposer plans to include call center services in its approach and pricing, would the County consider adding a line to pricing for Call Center Agents and Call Center supervisors, as well as space to include the technology set up required for call center operations?
Answer	Please see the answer to Question 17. If a firm wants to propose pricing for a call center, this can be added to Page 2 of the Price Proposal Form. 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 these rates may be used for contract and Task Order negotiations.
26.	If a call center is implemented, would the county have any technical requirements such as: percentage of calls to be quality assured, average wait time, hours of operations, etc.

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Answer	Please see the answer to Question 17. If the successful firm proposes a call center, this will be an item addressed during contract/Task Order negotiations. Performance measures and standards will be incorporated into any contract and Task Order regardless of whether a call center is included in the activity delivery.
27.	Will a cover letter count against the 15-page limit?
Answer	Please see Page 50 under Cover Page Section: *Cover Page: Introduction does NOT count towards page restriction requested herein.*
28.	Does the county have a preferred format for adding any additional/unscored roles and rates in tab 2 of the bid sheet?
Answer	Any proposed prices should be broken out by unit price and include rates for all optional renewals.
29.	Would the county consider reducing the number of hours assigned to the CDBG-DR Subject Matter Expert in the bid sheet to more accurately account for the limited use of these specialized individuals?
Answer	All quantities on the Price Proposal Form are estimated and included for the purposes of pricing comparison across proposals and against cost estimates conducted prior to solicitation. All final rates, quantities, and positions will be negotiated based on the pricing proposal submitted.
30.	Would the county consider adding a Project Manager or Operations Manager title to the bid sheet to provide pricing for leads over each of the three individual housing programs?
Answer	The Pricing Proposal Form includes a Program Manager position. Any additional staff positions or supplemental rates must be added to Tab 2 of the Price Proposal Form. All final rates and positions will be negotiated based on the pricing proposal submitted.
31.	Can Lee County provide more detail on the expectations for the role of "Communications/Contractor Liaison" in the bid sheet? We understand the role of contractor liaison as noted in the scope of, but this seems distinct from any communications role. Would the county consider splitting these titles into separate roles on the bid sheet?
Answer	The title of Communications/Contractor Liaison is meant to encompass positions that interact with contractors as provided in the RFP and who assist with preparing outreach and communications materials for clients and contractors to market the individual housing projects within this RFP. Generally, these are staff members who are engaged in relationship building with contractors and community agencies that will be part of program success. Any additional staff positions or supplemental rates must be added to Tab 2 of the Price Proposal Form. All final rates and positions will be negotiated based on the pricing proposal submitted.
32.	Would the county consider adding staff roles for engineers to the bid sheet, particularly to assist with activities under the Housing Rehabilitation, Reconstruction and/or Elevation program?
Answer	This RFP does not include any professional services (architectural/engineering). All such services must be procured separately and in accordance with federal, state and local regulations.
33.	Would the county consider adding staff roles for financial management to the bid sheet to complete the fiscal management activities described in the scope of work?

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Answer	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.
34.	Can the proposer offer unit-based pricing for appropriate costs, such as appraisals, title services, and others, where a unit rate may be more appropriate than an hourly rate?
Answer	All hourly rates on Bid Proposal Form Tab 1 are required for evaluation purposes and any additional unit pricing on page 2 is not part of scoring. If a firm would like to propose unit prices for costs outside of the hourly rates included in Page 1 of the Price Proposal Form, these may be listed on Page 2.
35.	Would the county consider extending the page limit to 20 pages to allow bidders to more fully provide an approach appropriate for the complex nature of the housing programs?
Answer	Not at this time.
36.	The County requests proposers "Specifically describe your firm will integrate with and maintain documentation in a grant management system provided by the County's staff augmentation vendor or the County's system. Proposals should include formats available for data export." Will staff under this RFP have direct access as users (for example, case managers), to the grant management system procured under the staff augmentation RFP? Does the county have any requirements and/or expectations around data exports for the provider under this RFP?
Answer	Yes, all staff members that require use of the system to complete activities under this RFP will have direct access as users. Staff under this RFP will be required to keep all relevant records current and accurate to facilitate the system's reporting.
37.	Can the proposer submit projects in tab 2 that are not HUD funded, but are of a similar scope and scale (large-scale, federally funded, housing recovery programs)?
Answer	No, the projects submitted must be HUD-funded.
38.	Can the County please confirm if temporary relocation assistance is funded by the housing program or if it should be included in the approach?
Answer	For Voluntary Residential Buyouts, the County may assist with interim housing, including temporary assistance for rental housing or long-term hotel/efficiency stays, during a period when a household is unable to reside in their home. Assistance for all interim housing related costs may not exceed \$20,000 or 180 days, whichever occurs first. All temporary relocation assistance for rehabilitation, reconstruction, elevation and buyouts will be reimbursable expenses under CDBG-DR.
39.	Does the Bid/Proposal form go in Section 5, and if it does will it count towards the 15 pages? Or should the Bid/Proposal form go in Section 7 with the Required Forms?
Answer	All Tabs must be complete to be considered for evaluation. All required forms do not count towards page limit.
40.	Can we include a table of contents? If so, will it be counted towards the 15 pages?
Answer	No, Table of Contents and all required forms do not count towards page limit.

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41.	If the pool of builders will be directly contracted with the selected vendor, how will the price of construction be negotiated?
Answer	Construction prices are not included in negotiations under this RFP. The selected firm is required to competitively procure all construction services in a manner determined through collaboration with the County and in accordance with all applicable federal, state, and local laws.
42.	Can Lee County clarify if it expects the vendor or builder will hold a one-year warranty on construction?
Answer	The builder will provide the one-year warranty, and the successful vendor under this RFP will require the warranty as part of its bid specifications.
43.	Does Lee County expect that the selected vendor design the floorplans available to homeowners when they are eligible for a reconstruction project? Or will the County provide the floorplans?
Answer	The vendor shall not directly provide professional services. However, the vendor is expected to competitively solicit, in full accordance with all applicable local, federal, and state procurement regulations, engineering/architectural services through a qualifications-based procurement process, as required to implement the projects and activities under this RFP.
44.	Can the County clarify if asbestos and/or lead paint abatement is included in the scope of work of this contract?
Answer	The County does not expect the vendor under this contract to directly provide asbestos and/or lead paint abatement. However, should a specific site require such work, the vendor would need to include this in their bid package for solicitation of a construction contractor. These costs will be reimbursed through CDBG-DR.
45.	Can the County please confirm that the Price Proposal Form is considered a “required form” and is therefore excluded from the 15-page limit?
Answer	Correct, the price proposal form is a required form and will not be considered in the 15-page limit.
46.	Can the County please clarify that the County will make the payments for eligible construction costs to vendor-procured builders and the cost of construction should not be included in the pricing sheet?
Answer	Construction contractors will be subcontractors of the vendor. The County will pay the vendor under CDBG-DR for construction costs incurred by its subcontractors through a draw-down process.
47.	Can the County please clarify that the County will reimburse the respondent for procured title services, closing costs, legal costs, recording fees, document stamps, survey costs, and other related to buying and selling property, and that those costs should not be included as hourly rates in the pricing sheet?
Answer	That is correct.
48.	Will the County please provide clarity on how the on-site interview/presentation evaluation compares to the Selection Criteria Point Values in terms of weighting? For example, what percentage or point value does the on-site interview/presentation hold? Is that scoring separate from or in-addition to the overall evaluation process?
Answer	Please see Page 8 through 9 Section 23: Evaluation.
49.	Will the County please confirm that only the on-site rates will be considered during the evaluation process as opposed to the remote work hourly rates?
Answer	The pricing proposals will be scored based on the on-site hourly rates on Page 1 of the Pricing Proposal Form. All optional contract renewal costs will be considered


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	<p>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>
50.	<p>Page 53, Tab 7 states Forms 1-9 are required. Page 49 includes the "Business Relationship Disclosure Form" in the list – is that included as the required Form #9, or is there an additional form?</p>
Answer	<p>Please refer to Page 55 as this form is only required if applicable, see below:</p> <p><i>* Business Relationship Disclosure Requirement (if Applicable)</i> <i>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 disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by § 112.313(12)(b), F.S.) to be completed and returned with the Solicitation Response. 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.</i> 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>
51.	<p>Please confirm Exhibit E - Vendor Background Screening Affidavit listed on page 104 within the Draft Contract & Task Order is not required at the time of bid submission.</p>
Answer	<p>The draft contract and all exhibits are not to be submitted with the proposal. This is a draft contract and will need to be negotiated and finalized prior to execution and/or signature.</p>
52.	<p>Please confirm whether the following services are included in the scope of work as part of the "Construction Oversight": Tier IIs and other environmental reviews; Lead Based Paint, Asbestos Containing Material, Mold, and other Hazard assessments and testing.</p> <p>If these are included, can the County confirm that these will be reimbursed for procured services, and that those costs should not be included as hourly rates in the pricing sheet?</p>
Answer	<p>Please see the Additions/Clarifications section of this Addendum regarding environmental reviews, and the answer to Question 44 regarding asbestos/lead-based paint. Site-specific services, as may be required based on unique conditions, will be procured by the vendor in compliance with local, state and federal regulations, and reimbursed by CDBG-DR.</p>

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



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EXHIBIT F
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Posted Date: August 9, 2023

Solicitation No.: RFP230432BAG

Solicitation Name: CDBG-DR Individual Housing Programs Mgmt and Implementation

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. QUESTIONS/ANSWERS

1.	Description of Tab 3: Firm Plan of Approach, included on pages 51- 52 requests that proposers include: <i>“Specifically describe your firm will integrate with and maintain documentation in a grant management system provided by the County’s staff augmentation vendor or the County’s system. Proposals should include formats available for data export.”</i> From where are said data exports anticipated? Is the export from the system of record provided by the staff augmentation vendor or from the “application” proposed by the vendors interested in this solicitation as described in Section 3.10.2.1.3.1.8 of the RFP?
Answer	Please see the answer to Question 5 of Addendum 2. If a firm proposes use of its own case and construction management system for its own convenience, the firm must also include the formats in which data can be exported from its system. Firms that will exclusively use the Staff Augmentation vendor’s system should explain in their proposal how they plan to work with the Staff Augmentation vendor to ensure client files are processed timely and accurately, and that files are complete.
2.	The Proposal form only allows for hourly rates. Many tasks associated with the delivery of individual housing projects are priced by unit costs (e.g. lead based paint inspections, asbestos inspections, etc.). Will the County accept unit costs for these items if they are included on Tab 2 as part of the off-site work to be performed?
Answer	All hourly rates on Price Proposal Form Page 1 are standardized for evaluation purposes. Additional proposals for unit prices for costs outside of the hourly rates included in Page 1 of the Price Proposal Form may be listed on Page 2.
3.	Does the County have an estimate of when the final responses to vendor questions will be released? Would the County consider extending the proposal submittal deadline to allow at least 5 business days between the publication of answers and the proposal deadline?
Answer	Responses to questions are addressed as quickly as possible when received. Final addendum for any questions received is posted no later then 5 days prior to opening.
4.	May vendors include additional/optional positions in the “Optional Rates” tab of the Price Proposal Form?

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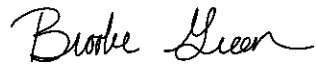
Answer	Page 2 of the Bid Proposal form allows for additional positions to be added that will not be considered under the pricing score.
5.	The RFP indicates that there is a reimbursement component to Task 1 (Housing Rehabilitation, Reconstruction and/or Elevation). Please provide additional detail about the County's expectations for the reimbursement process.
Answer	Assuming that this question relates to reimbursement of the property owners, the County expects that some property owners will have paid out of pocket for some or all necessary repairs to their homes after the hurricane. The County expects to include under this RFP program design and implementation for determining the eligibility of those property owners under CDBG-DR guidelines and reimbursing them for repairs made while ensuring no duplication of benefits.
6.	Please confirm that the single-family home rehabilitation and reconstruction construction companies will be contracted to the vendor awarded for this RFP.
Answer	The vendor awarded a contract under this RFP will be expected to competitively procure, in full compliance with applicable federal, state and local regulations, construction services for single-family home rehabilitation and reconstruction. Such services will be paid by CDBG-DR funds.
7.	Please define the procurement process required to procure a pool of vendors to perform rehabilitations, reconstructions, and elevations.
Answer	The County expects the selected vendor to have subject matter expertise in the procurement of construction services under CDBG-DR regulations, and in full compliance with applicable federal, state and local regulations.
8.	Are costs for construction expected to be included in the Price Proposal Form? If yes, shall rates be included on the "Optional Rates" tab?
Answer	No, costs for construction are not to be included in this proposal. These services will be competitively procured by the selected vendor.
9.	If the model to be used in Lee County for housing support is reimbursement, how will you determine homes requiring elevation?
Answer	Reimbursement is an option for property owners who are eligible under CDBG-DR and have already paid out of pocket for some or all repairs or elevation. Generally, the County expects that most elevation projects will not be completed prior to availability of CDBG-DR assistance due to the expense of such projects.
10.	How will you determine whether homes will be reconstruction vs. rehabilitation? This generally relies on local code to meet substantial damage and substantial improvement determinations. If code is not uniform across municipalities, how will this be implemented? How will you support owners in making this determination?
Answer	The County will work with the selected vendor to establish the best method to make these determinations based on the costs to rehabilitate a structure in accordance with all applicable federal, state, and local regulations (e.g., FEMA's 50% rule, local building codes, etc.). Please also see the section titled Not Suitable for Rehabilitation on Page 191 of the County's Draft Action Plan posted here: https://www.leegov.com/recovery/cdbg-dr
11.	Will you reimburse for resilience measures as well? Or will owners hire contractors directly from the County or vendor team to execute?
Answer	Yes, resiliency measures are included in the County's program. All rehabilitation, reconstruction, or new construction must meet an industry-recognized standard as outlined in Consolidated Notices II.B.2.a. Depending on the recovery program

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	<p>and activity, the specific standard that meets the program need will be defined in the project file and the policies and procedure for the specific response. LEED or Florida Green certified will be the preferred standard for commercial office buildings and multifamily residential buildings while ICC 700 National Green Building Standards or Florida Green will be the preferred standard for single-family residential construction, development, and renovation.</p> <p>For resiliency or other repairs that have not yet been completed, the vendor will solicit and manage construction services on behalf of the property owners. The County is not offering any client-managed projects.</p>
12.	As replied seen in Addendum #1 - responses #5 & #7 mention that the vendor will solicit the construction contractors. Will the selected provider hold these contracts with these construction firms or will the contracts be with Lee County?
Answer	The selected provider will hold the contracts.
13.	Will the housing program manager be responsible for conducting damage inspections/assessments and creating the estimated cost to repair each housing unit?
Answer	The County assumes that this activity will be conducted by the vendor's staff at the level of Field Inspector.
14.	Please confirm that the [cost attachment] is intended to be standardized for evaluation and not an expectation of the total number of hours per position.
Answer	That is correct. The actual number of staff and total hours will be negotiated with the contract and Task Orders.
15.	For reconstruction, will there be milestone payments or will payment be made in lump sum?
Answer	The County anticipates milestone payments.
16.	If construction vendors are included on the proposed team, will formal procurement of construction vendors be necessary?
Answer	Yes. This RFP is not designed to accommodate construction services. Such services will be procured through competitive bidding by the vendor at a later date once the full scope of construction services is known.

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



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**EXHIBIT F
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Posted Date: August 9, 2023

Solicitation No.: RFP230432BAG

Solicitation Name: CDBG-DR Individual Housing Programs Mgmt and Implementation

Subject: Addendum Number 4

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. QUESTIONS/ANSWERS

1.	Can tables and graphics be a lower font size than the 10pt minimum?
Answer	Please see Page 50, Section 1.1: <i>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.</i>
2.	Would the County be willing to consider an 11X17 page that is folded with a z fold to fit the 8 ½ X 11 proposal for an Organizational Chart to adequately demonstrate our teaming structure?
Answer	Please see Page 50, Section 1.1: <i>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.</i>

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Posted Date: August 10, 2023

Solicitation No.: RFP230432BAG

Solicitation Name: CDBG-DR Individual Housing Programs Management and Implementation

Subject: Addendum Number 5

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: August 14, 2023 at 2:30 PM

TO: August 17, 2023 at 2:30 PM

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.

A handwritten signature in black ink that reads "Brooke Green".

Brooke Green, CPPB
Grants Procurement Analyst
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