

RFP250189CMR  
Grant Support Services  
BDO GOVERNMENT SERVICES, LLC

E1 Contract # 10729

## **AGREEMENT FOR GRANT SUPPORT SERVICES**

**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 BDO Government Services, LLC, a Delaware corporation authorized to do business in the State of Florida, whose address is 1201 Hays Street, Tallahassee, FL 32301, and whose federal tax identification number is 39-3226184, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to contract with a firm to provide a broad range of services to assist with grants and grant-related programs from the Vendor in connection with "Grant Support Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP250189CMR on May 16, 2025 (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 July 30, 2025; 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. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit E, Project Funding Package, attached hereto and incorporated herein, which shall be inclusive of the original Solicitation with Vendor's executed proposal documents, grant funding provision, and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP250189CMR, as modified by its addendum, a copy of which is on file with the County's Department of Procurement Management and are deemed incorporated into the Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for one (1) three-year (3) period. Upon mutual agreement of both parties, parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The effective date shall be November 1, 2025.

## **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 B, 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 B, 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 C 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 C. 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](mailto: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 D.

#### **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. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. 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. 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:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	<u>Scott Keller</u>	Name:	<u>Mary Tucker</u>
Title:	<u>Partner</u>	Title:	<u>Procurement Management Director</u>
Address:	<u>150 South Monroe St., Suite 406, Tallahassee, FL 32301</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>(202) 746-4634</u>	Telephone:	<u>(239) 533-8881</u>
Facsimile:	<u>N/A</u>	Facsimile:	<u>(239) 485-8383</u>
Email:	<u>Scott.keller@bdogov.com</u>	Email:	<u>mtucker@leegov.com</u>

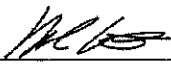
- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. Solicitation
  3. 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:

**BDO GOVERNMENT SERVICES, LLC**

Signed By: 

Signed By: 

Print Name: Rafael Cestero

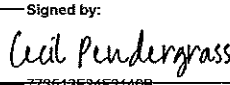
Print Name: Scott A. Keller

Title: Principal

Date: 11/6/25

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

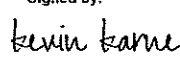
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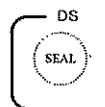
Print Name: Cecil Pendergrass

Title: Chairman

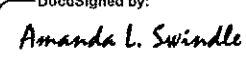
Date: 12/3/2025 | 3:56 PM EST

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY:   
Signed by: 7687658FFAF549B...  
DEPUTY CLERK



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

BY:   
DocuSigned by: EC885A5584DD473...  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A**

### **DETAILED SPECIFICATIONS**

#### **GENERAL SCOPE OF PROJECT**

1. Vendor shall provide a broad range of services to assist with grants and grant-related programs, including Community Development Block Grant Disaster Recovery (CDBG -DR), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), funding opportunities provided by the US Army Corps of Engineers, and other federal, state, private, and/or philanthropic funding on an as needed basis. This Agreement does not include FEMA Public Assistance work supplied under the County's contract for Disaster Management Services.
2. Work will be assigned under the resulting Agreement and authorized by negotiated Task Orders based on the County's evolving needs. The initial Task Order will include program support for the County's \$100,683,000 CDBG-DR allocation resulting from the 2024 disasters as governed by the Universal Notice (90 FR 1754); HMGP Ian; and HMGP project development and support.

#### **DETAIL SCOPE / TECHNICAL SPECIFICATIONS**

1. At the request of the County and formalized in a Task Order executed by both parties, the Vendor shall provide general grant support, which may include, but be not limited to grant staff augmentation, grant application development support, drafting of environmental reviews, and general grant administration. Such activities shall be carried out in full compliance with HUD, FEMA, and/or other federal or state requirements and under the general direction of the County.
2. Each task shall be assigned through the use of a Task Order that will authorize the work. 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. No work is authorized under the Agreement until execution of a Task Order by both parties.
3. This Agreement fully contemplates Vendor support for current and future CDBG-DR allocations at the County's discretion and through a negotiated Task Order. The Agreement is intended to be used on an as-needed basis and no specific amount of work is guaranteed.

## **GENERAL OPERATIONS AND ADMINISTRATION**

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

1. Provide all necessary equipment and supplies for its staff working under this Agreement.
2. Establish a functional organization structure with proper administrative oversight.
3. Submit monthly invoices including individual time sheets, if required, and evidence indicating the percentage of work completed for each task order.
4. Submit monthly activity reports indicating the status of projects. These reports shall include any areas of concern or needs identified by the Vendor.
5. Meet at least one time monthly, potentially more frequently, with the County's contract manager and cooperate with all County monitoring activities for contract oversight.
6. Adhere to all County policies and procedures, state and federal regulations.
7. Collaborate with County staff and vendors as necessary in an open, professional, and supportive manner.
8. The County is, and shall remain at all times, the sole owner of all data and documents affiliated with the County's work. The Vendor acknowledges that the County has all rights, title, or other ownership interest in all County documents and work products. The Vendor shall ensure that all grant files and records under its control are always complete and available to the County.

## **VENDOR'S PERSONNEL**

1. 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.
2. Staff assigned by the Vendor to provide services to the County shall possess the appropriate knowledge and experience for the classification under which they work. Subject Matter Experts shall have a deep knowledge of their areas with an ability to accurately advise the County on regulations and best practices.
3. Vendor shall not substitute key personnel assigned to the performance of this Agreement 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 this Agreement. Upon such termination, the County may request acceptable substitute personnel or terminate the Agreement services provided by such personnel.

### **LOCATION OF WORK**

1. The Vendor shall 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 Agreement.
2. If the County agrees that an onsite position or staff member may move to remote work, the Vendor and the County shall negotiate a new hourly rate for that position.
3. On-site work shall 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 is not responsible for relocation or housing of staff assigned but will reimburse expenses for travel that is necessary to complete objectives under the Agreement. Such travel will be considered on a case-by-case basis, will require County approval, and shall be in accordance with the County's Travel Policy, as amended from time to time.
4. Generally, personnel provided by the Vendor shall work no more than 40 hours per week, and work hours are limited between 7:00 AM to 6:00 PM Monday through Friday. Staff members shall not work more than 12 hours in one shift and must take meal breaks as required by law. Any overtime or variations in these work hours may be approved by the County on case-by-case basis.

### **NETWORK ACCESS**

1. Vendor's computers shall be restricted to using a Lee County created wired network that is physically segmented from the County's network.
2. Vendor's computers shall have access to internet services through a circuit that is separate from the County's network.
3. Vendor's users shall be required to acknowledge and sign an Acceptable Use Policy provided by the County.
4. Vendor's computers must have an endpoint protection software which is updated to effectively identify and prevent malicious code and general malware.

5. Support for Vendor's computers, aside from Network connections and County provided devices, is the responsibility of the Vendor.
6. The Lee County Innovation & Technology Department reserves the right to perform a security scan at the County's expense to any Vendor's computer equipment that requires and is approved access to the County's network.

## **TASKS**

### **Task 1 - Grant Application Development**

The Vendor shall assist the County in determining appropriate state and federal grant sources for County projects and programs and will assist in grant proposal writing and application development as authorized by Task Order. The Vendor shall provide subject matter experts and grant writers with a proven record of success to work with the County under this Task. Grant application under this task does not necessarily guarantee work under Task 3 for implementation and management; however, the County may request such ongoing support. Grant application development tasks may include, but are not limited to:

1. Meet with County staff to identify grant funding needs and priorities.
2. Assist in identifying, developing, and evaluating opportunities for hazard mitigation and disaster recovery projects.
3. Keep and regularly communicate a list of open and upcoming funding opportunities for which County projects are eligible. Provide timelines for grant preparation and application submittal and track the progress of associated work to ensure deadlines are met.
4. Collaborate with the County on project feasibility and cost-benefit analyses to support the County's strategic planning for grant funding.
5. Provide extensive knowledge, experience, and technical competence in dealing with federal and state regulations and/or requirements.
6. Develop strategies for building highly competitive grant proposals and assist in application development at any level needed up to and including taking the lead on grant application development.
7. As requested, provide technical documentation needed for the preparation of the grant application and/or for responses to grantor requests for information. This may include, but is not limited to, maps, cost-benefit analyses, and technical memos.
8. Aid in compiling and summarizing projected costs.

9. Assist the County in tracking and responding to Requests for Information (RFI) regarding grant applications.
10. Coordinate, facilitate, and/or participate in public outreach if applicable (e.g. advertising, public meetings).
11. At the request of the County, attend workshops and meetings related to the development and submission of the application as may be required.
12. Track and report on the application review process to keep the County current on projected award and implementation timelines.

### **Task 2 – General Grant Services Support**

Upon request of the County and authorization by Task Order, the Vendor shall support the County's grant administrators with general grant management and compliance services. This work may include any of a broad range of grant support services and may include use of County software systems for grant management and documentation. The Vendor's work under this Task may include, but is not limited to:

1. At the request of the County, the Vendor shall provide program management staff augmentation, grant compliance and monitoring activities, environmental reviews, and project implementation and support for the County's grant-funded programs and general grant administration. Such activities shall be carried out in full compliance with the grantor's requirements and under the general direction of the County.
2. At the request of the County, the Vendor shall provide comprehensive support for the County's HUD funded programs, including CDBG administration and compliance assistance.
3. Policy Development Support: Vendor shall provide Policy Development Support staff to perform tasks related to the development of program design to include policies, procedures, and Notices of Funding Availability (NOFAs) for the County's activities.
4. Staff assigned to this task by the Vendor shall have experience in developing programs, program budgets, and timelines, along with accompanying policies, procedures, and NOFAs for County activities. Planning and Policy support staff members shall have in-depth knowledge of all applicable regulations.
5. Providing subject matter expertise and best practice recommendations for any and all grant-related activities which may include real property acquisition requirements, labor law compliance, or other regulatory areas.
6. Compliance and Monitoring: At the request of the County, the Vendor shall provide Grant Compliance and Monitoring Support Staff to perform quality assurance,



monitoring, reporting duties, and provide technical assistance for grant compliance to County staff and sub-recipients. This work may include, but is not limited to, conducting regular onsite monitoring activities, supporting the County during any audits, and developing best practices for compliance and monitoring.

7. Staff assigned to this task by the Vendor shall have experience in successful grant compliance and monitoring.
8. Environmental Reviews: At the request of the County, and on an as-needed basis, the Vendor shall conduct or support the County during environmental reviews including, but not limited to, National Environmental Policy Act (NEPA) processes for federally funded projects as required by the granting agency.
9. Staff provided by the Vendor must have environmental review subject matter expertise and related experience to inform the County and its subrecipients and developers of best practices and make policy and programmatic recommendations. Vendor staff assigned to this work must be familiar with any grantor systems used for the environmental review process when applicable.
10. Program Implementation and Management: The Vendor shall provide implementation services for the County's grant-funded programs as assigned. This task includes any and all activities necessary to accomplish timely, compliant and successful program implementation, operation, and closeout as assigned.
11. The Vendor shall assist the County in managing HUD-funded programs within Integrated Disbursement and Information System (IDIS) and Disaster Recovery Grant Reporting (DRGR) system. Services may include establishing new program set-ups, creating and maintaining accurate project records, generating required reports, and conducting reviews of prior year entries to ensure data accuracy and compliance with HUD requirements including Administrative and Public Service Cap.
12. The Vendor shall support the preparation and submission of the Consolidated Annual Performance and Evaluation Report (CAPER), summarizing the County's performance in using HUD program funds. The Vendor will coordinate with County staff to ensure all reporting meets HUD guidelines, as well as for review and final submission.
13. Staff assigned to Program Implementation and Management shall include subject matter experts that have experience in the program they are implementing. These staff members will have the knowledge and ability to provide guidance to applicants/subrecipients and the County throughout the program.
14. The Vendor will review existing County policies, procedures, websites, documents, and files for compliance, as well as develop adaptable policies and procedures to maintain compliance and audit readiness.

15. Conducting or supporting required environmental reviews including, but not limited to, National Environmental Policy Act (NEPA) processes for federally funded projects as required by the granting agency.
16. The Vendor will provide procurement compliance support by reviewing solicitations, contracts, and associated purchasing documentation to ensure compliance with federal and state regulations, as requested. The Vendor shall provide staff with subject matter expertise who can provide the County with clear guidance regarding the applicability of federal and state laws and regulations affecting procurement (e.g., Buy American Act, Build America Buy America Act, etc.). The Vendor shall ensure that solicitations, contracts, and associated purchasing documentation contain required provisions, and ensure that templates are kept current as regulations evolve.
17. Conducting work related to labor standards requirements, such as payroll certification and interviews for Davis-Bacon and Related Acts compliance, or similar tasks.
18. Drafting grant compliance documents such as progress reports or requests for reimbursements.
19. Monitoring ongoing grant funded projects for timeliness, compliance, and cost efficiency. Reporting status and progress to County staff.
20. Grant close-out assistance and support during audits and monitoring.
21. General HUD Program Compliance and Closeout Support: The Vendor shall provide comprehensive review and assistance to ensure all HUD-funded programs meet applicable federal, state, and local requirements.
22. The Vendor shall support the County in preparing grant programs for closeout within the time required by the County and as described in the assigned Task Order.

### **Task 3 – Grant Information Systems**

The Vendor shall be flexible and fluid with respect to implementation and/or use of information systems needed while supporting the County's grant activities.

1. The Vendor must train on existing software systems and platforms and use them to perform assigned Tasks.
2. At the request of the County, the Vendor shall provide a system of records for assigned grant-funded programs. The system shall be customizable, scalable, and well suited for the purpose.

3. At the request of the County, the Vendor shall provide its proprietary system, HORNE CANOPY, to meet the County's specific programmatic and reporting objectives.
4. The Vendor shall ensure secure access to all grant-related data and documentation, with provisions for the County to review or retrieve documents at any time.
5. Data Ownership: All data and related reports/work products generated by the Vendor in the course of work under the Agreement will be owned by the County.
6. Upon termination or expiration of the Agreement, the Vendor shall, within 15 business days, transfer to the County all data, records, and information maintained or generated by the Vendor in connection with the services provided under this Agreement. Such data shall be delivered in a format reasonably specified by the County and shall be complete, accurate, and usable without the need for additional processing by the Vendor. The Vendor shall cooperate fully with the County to ensure a smooth and timely transition, including providing documentation and support necessary to access, interpret, and utilize the transferred data.

[Remainder of page intentionally left blank.]

## EXHIBIT B

### FEE SCHEDULE

Work under this Agreement will be assigned through individual Task Orders, which will be negotiated on a case-by-case basis between the County and the Vendor. Each Task Order will define the specific scope, deliverables, and compensation structure applicable to the assigned work. Task Orders may be established using flat fees, hourly rates, or a combination thereof, as appropriate to the nature of the services and to ensure that the County receives the best overall value.

#### **Labor Rates**

When compensation is based on hourly rates, the following schedule of rates shall apply. Rates differentiate between on-site and remote personnel, as shown below. Task Orders and invoices thereunder shall identify the position and location of the worker assigned to the task.

Position	Onsite Rate	Remote Rate
Senior Program Manager	\$ 255.00	\$ 225.00
Project Manager	\$ 245.00	\$ 210.00
Subject Matter Expert	\$ 250.00	\$ 225.00
Analyst	\$ 140.00	\$ 120.00
Grant Manager	\$ 185.00	\$ 170.00
QA and Monitoring Staff	\$ 150.00	\$ 140.00
Field Inspector	\$ 135.00	\$ 110.00
Case Manager	\$ 95.00	\$ 85.00
Intake/Eligibility Staff	\$ 95.00	\$ 85.00
Clerical/Admin Support Staff	\$ 65.00	\$ 50.00
Technology Program Manager	N/A	\$ 200.00
Solutions Architect	N/A	\$ 230.00
IT Project Manager	N/A	\$ 180.00
Business Analyst	N/A	\$ 140.00
Senior Developer	N/A	\$ 210.00
Developer	N/A	\$ 190.00
Reporting Manager	N/A	\$ 200.00
Reporting Specialist	N/A	\$ 180.00
QA Specialist	N/A	\$ 110.00

**Environmental Review Services**

When authorized by a Task Order, federally required environmental review services performed under this Agreement shall be billed at the following fixed rates.

<b>Environmental Review Type</b>	<b>Unit Price</b>
Part 58 Broad Level Tier 1 Review	\$21,000
Part 58 Exempt Review	\$1,000
Part 58 Categorically Excluded Not Subject for Part 58.5	\$1,000
Part 58 Categorically Excluded Subject for Part 58.5	\$11,500
Part 58 Environmental Assessment	\$25,000
NEPA Environmental Assessment	\$35,000

**Grant Information Systems**

Products and services under Task 3 shall be negotiated based on the needs of the County and level of effort of the Vendor, for firm fixed fees.

If the County chooses to implement the base build of the CANOPY system for the County's grant-funded programs, the Vendor shall provide the base implementation for the fees provided below, which includes:

- Program branded application intake module
- Back-office evaluation modules and review workflows with checklists
- Document storage
- User management
- Award determination module
- Post-award tracking module
- Reporting up to 5 Dashboards

Initial implementation and configuration of these components are included in the pricing. Ongoing licensing fees are also included and cover secure access, data storage, and system maintenance over the 3 year period. Licenses include seats for up to 100 users.

Upon Agreement expiration or termination, all system data will be extracted and transferred in a complete, accurate format per County specifications, with full support provided during the transition as outlined in the RFP.

<b>System of Record Tasks</b>	<b>Fee</b>
Implementation and Configuration	\$312,800
Licensing Fees (Initial 3 Years)	\$157,500
Transition Out	\$65,200

Heavy customization of existing base modules, additional modules, custom integrations, or expanded configurations will be negotiated for an additional fee.

[Remainder of page intentionally left blank.]

## EXHIBIT C

### INSURANCE REQUIREMENTS



#### Lee County Insurance Requirements Includes Professional Liability

**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
  
- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.
  - \$1,000,000 per occurrence

***\*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  
Includes Professional Liability**

**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 D**  
**VENDOR BACKGROUND SCREENING AFFIDAVIT**



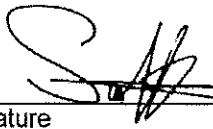
**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

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: 11/6/25

  
\_\_\_\_\_  
Signature

STATE OF Mississippi  
COUNTY OF Rankin

Scott A. Keller, Principal  
\_\_\_\_\_  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6th day of November, 2025, 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 license.  
Type of Identification

[Stamp/seal required]



  
\_\_\_\_\_  
Signature, Notary Public