

EXHIBIT D
PROJECT FUNDING PACKAGE



Emailed Date: Friday, October 08, 2021

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Qualifications(RFQ)

Solicitation No.: RFQ220007BJB

Solicitation Name: Management Consulting Services

Open Date/Time: Friday, October 22, 2021 Time: 2:30 PM

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

Procurement Contact: Brian Boehs Title Procurement Analyst

Phone: (239) 533-8887 Email: bboehs@leegov.com

Requesting Dept. County Administration

Pre-Solicitation Meeting:	
Type:	No meeting scheduled at this time
Date/Time:	N/A

**FUNDED IN PART OR IN WHOLE BY:
American Rescue Plan Act (ARPA)**

**Notice to Proposer(s)****REQUEST FOR QUALIFICATIONS (RFQ)**

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

Management Consulting Services

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 (RFQ) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Friday, October 22, 2021

to the office of the Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901. The Request for Qualifications 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 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.

Brian Boehs, bboehs@LeeGov.com

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Cepero".

Lindsay Cepero, CPPO, CPPB
Procurement Manager

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

Terms and Conditions

Request for Qualifications

1. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES
 - 1.1. 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:
 - 1.1.1. Lee County Procurement Policy Ordinance 18-22
 - 1.1.2. 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.
 - 1.1.3. Florida Statute 218 Public Bid Disclosure Act.
 - 1.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 1.1.5. 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.
 - 1.2. **Local Business Tax:** If applicable, provide with proposal.
 - 1.3. **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.
2. RFP – PREPARATION OF PROPOSAL
 - 2.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 2.2. **Submission Format:**
 - 2.2.1. 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.
 - 2.2.2. 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.
 - 2.2.3. Should not contain links to other Web pages.
 - 2.3. **Preparation Cost:**
 - 2.3.1. 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.
3. RESPONSES RECEIVED LATE
 - 3.1. 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.
 - 3.2. 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.
 - 3.3. 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.
4. PROPOSER REQUIREMENTS (unless otherwise noted)
 - 4.1. **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.

4.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

4.1.2. 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.

4.1.3. 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/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

4.1.3.1.1. 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.

4.2. **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.

5. COUNTY INTERPRETATION/ADDENDUMS

5.1. 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.**

5.2. 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.

5.3. All Addenda shall become part of the Contract Documents.

5.4. 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.

6. CONFIDENTIALITY

6.1. 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.

6.2. 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.

6.3. 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.

7. CONFLICT OF INTEREST

- 7.1. 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.
- And:
- 7.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 7.3. 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.
- 7.4. **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.
8. ANTI-LOBBYING CLAUSE (Cone of Silence)
- 8.1. Following Florida Statute Section 287.057(23), 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.**
9. DRUG FREE WORKPLACE
- 9.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.
10. FLORIDA CERTIFIED ENTERPRISES
- 10.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 10.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants 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, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.
11. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
- 11.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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 consultant under contract with any public entity, and may not transact business with any public entity.
12. SUB-PROPOSER/CONSULTANT
- 12.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.
13. RFP - PROJECT GUIDELINES
- 13.1. 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:
- 13.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
- 13.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
- 13.1.3. 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.
- 13.1.4. 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.
- 13.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
- 13.1.6. 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.
14. RFP – EVALUATION
- 14.1. **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 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”).
- 14.2. **Evaluation Meeting(s):**
- 14.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 14.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 14.2.3. 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.

14.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

15. RFP – SELECTION PROCEDURE

- 15.1. 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.
- 15.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 15.3. 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.
- 15.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 15.4.1. Make award(s) to one or multiple proposers.
 - 15.4.2. Waive minor informalities in any response;
 - 15.4.3. Reject any and all proposals with or without cause;
 - 15.4.4. Accept the response that in its judgment will be in the best interest of Lee County

16. RFP – TIEBREAKER

- 16.1. 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.
 - 16.1.1. 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.
 - 16.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 16.1.3. Step 3: 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.
 - 16.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 16.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 16.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

17. RFP – EVALUATION/ SELECTION COMMITTEE

- 17.1. 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.
- 17.2. 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.
- 17.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

18. WITHDRAWAL OF PROPOSAL

- 18.1. 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.

- 18.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 18.3. 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:
- 18.3.1. The proposer acted in good faith in submitting the proposal,
- 18.3.2. 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,
- 18.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 18.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.
19. PROTEST RIGHTS
- 19.1. 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.
- 19.2. 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.
- 19.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 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.
- 19.4. 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.
- 19.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 19.4.2. 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.
- 19.5. 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.
- 19.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**
20. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES
- 20.1. 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.
21. CONTRACT ADMINISTRATION
- 21.1. **Designated Contact:**
- 21.1.1. 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.
- 21.1.2. 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.
- 21.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 21.2.1. 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.
- 21.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 21.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 21.3. **RFP – Basis of Award:**
- 21.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 21.4. **Agreement/Contract:**
- 21.4.1. 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>.
- 21.5. **Records:**
- 21.5.1. **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.
- 21.5.2. **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:
- 21.5.2.1. Keep and maintain public records required by the County to perform the service.
- 21.5.2.2. 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.
- 21.5.2.3. 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.
- 21.5.2.4. 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.
- 21.5.3. **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 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**
- 21.5.4. **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.

21.6. Termination:

- 21.6.1. 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.
- 21.6.2. 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 18-22.
- 21.6.3. 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.
- 21.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 21.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 21.6.4.2. 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;
 - 21.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 21.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

22. WAIVER OF CLAIMS

- 22.1. 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.

23. LEE COUNTY PAYMENT PROCEDURES

- 23.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 23.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 23.3. 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.
- 23.4. 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.

24. INSURANCE (AS APPLICABLE)

- 24.1. 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.

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



Lee County Insurance Requirements including 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)

- 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."*

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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. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.*

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 insure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide section

**SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

1. 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. Sections 200.213 and 200.317 through 200.326.
- 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 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - (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
 - (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
 - (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

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 contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s 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 contractor 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.

- 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 and materials

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

- 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
 - 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
 - 3.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.
- 4. DHS SEAL, LOGO, AND FLAGS**
- 4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.
- 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 only to fund the services requested. 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 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.

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. Place qualified small and minority businesses and women's business enterprises on solicitation lists.

- 13.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 13.3. 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.
- 13.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 13.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 13.6. Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

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

- 14.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase 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.

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

- 15.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

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 (for convenience), 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. SUSPENSION AND DEBARMENT

- 17.1. 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).
- 17.2. 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.
- 17.3. 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.
- 17.4. 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 such compliance in its lower tier covered transactions.

18. RECOVERED MATERIALS

- 18.1. 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.
- 18.2. 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>

19. REMEDIES

- 19.1. 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:
- 19.1.1. Withhold or suspend payment of all or any part of a request for payment.
- 19.1.2. 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.

- 19.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
- 19.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
- 19.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- 19.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or
- 19.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

20. OTHER REMEDIES AND RIGHTS

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

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

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.

- 21.4. 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.

22. CLEAN AIR ACT

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.

23. FEDERAL WATER POLLUTION CONTROL ACT

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.

24. BYRD ANTI-LOBBYING AMENDMENT

- 24.1. 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.

End of Supplemental Conditions

SPECIAL CONDITIONS

These conditions 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. Lee County will be utilizing the Department of Management Services State Term Contract 80101500-20-1 for Management Consulting Services.

2. PROJECT TERM

- 2.1. Multi-year Renewals: 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 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.

End of Special Conditions

DETAILED SPECIFICATIONS**1. GENERAL SCOPE OF WORK**

1.1. The Lee County Board of County Commissioners is seeking the services of a Vendor by leveraging the Company's demonstrated expertise, processes, timelines and systems approach to ensure compliance to Treasury's ARPA guidelines specifically, as well as federal compliance for EPA, HUD, HHS, FEMA, and other federal agencies with regard to ARPA and related funding; all while maximizing the beneficial uses of the American Rescue Plan Act in the local community.

2. Task 1 – ARPA Funding Compliance**2.1. Task 1 Milestones / Deliverables**

- 2.1.1. Provide periodic and timely updates regarding changes to and clarification of best practices and regulations associated with ARPA.
- 2.1.2. Advise the County on program management processes that assure compliance and enable visibility of all ARPA-funded projects, timelines, and outcomes. This will include a review and best practices recommendation with regard to the County's current project management and reporting systems including E1, Neighborly, Smartsheet, and other related policies and procedures.
- 2.1.3. Advise and, if necessary, assist with creation and maintenance of project files that demonstrate compliance with all applicable federal regulations, particularly those that are subject to monitoring visits and/or audits. This includes a review of existing fiscal and grant management systems and of policies and procedures, especially including procurement.
- 2.1.4. If necessary, make best practices recommendations to ensure completeness of payable/receivable systems, project files, procurement practices, and document retention to capture all eligible work and costs for audit according to the Federal Financial Accountability and Transparency Act and /or other regulations of the Treasury Office of Inspector General.
- 2.1.5. Advise County on best practices to find, identify, report, and remediate the risk of fraud, waste, and/or abuse of funds.
- 2.1.6. Assist with review of grant requirements, guidance, and interpretation in accordance with federal Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR, Part 200 federal funding requirements, as well as specific Treasury guidance regarding ARPA.
- 2.1.7. As requested, review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds.
- 2.1.8. As requested, provide grant / funding closeout services to ensure funding is retained.

3. Task 2 – ARPA Reporting**3.1. Task 2 Milestones / Deliverables**

- 3.1.1. Prepare all Interim Reports, Project and Expenditure Reports, Recovery Plan Performance Reports, and all other reports required by Treasury and BOCC including project performance, project expense,

expenses categories, County and overall reporting, and compliance for County's allocation. Reports are to be prepared in the formats required for upload/entry into the federal reporting portal by key deadlines.

- 3.1.2. Serve as monitoring liaison among ARPA project managers, other internal or external stakeholders, and County administrative staff for ARPA projects and reporting.
- 3.1.3. Advise and/or assist the County on preparation of monitoring and/or audit responses to findings and/or concerns.

4. Task 3 – ARPA Sub-recipients

4.1. Task 3 Milestones / Deliverables

- 4.1.1. Advise and/or assist the County and its sub-recipients with developing a process to oversee grants distributed to sub-recipient and beneficiary organizations.
- 4.1.2. The plan will include:
 - a. A sub-recipient risk assessment;
 - b. Reviews for duplication of benefits among the sub-recipient's other grant funding;
 - c. County and sub-recipient monitoring and management of ARPA uses; and
 - d. Technical support for training programs that clearly explain the terms and conditions of funding, the County's sub-recipient management process, and documentation requirements to relevant vendors and sub-recipients.
- 4.1.3. Audit sub-recipient invoices for project eligibility and review for content prior to submission as ARPA approved expenses.
- 4.1.4. Train sub-recipients as needed to ensure high quality of submitted invoices through proper accounting and reporting internal control mechanisms to record, track and disburse funds according to Treasury requirements.

5. Task 4 – System (Data Collection)

5.1. Task 4 Milestones / Deliverables

- 5.1.1. Make best practices recommendation regarding Lee County's existing systems for collecting project performance data and reporting. This may include recommendations for a new process for sub-recipients to provide required data for reporting/reconciliation and/or a third party program or software.

6. ALTERNATE ADDITIONS:

6.1. Task 5 – Grants Administration

6.1.1. Task 5 Milestones / Deliverables

- 6.1.1.1. Assist with other grant administration-related activities and technical assistance as needed.
- 6.1.1.2. Assist with the administration of grant management programs such as application review/eligibility processing, quality assurance and applicant interactions.
- 6.1.1.3. Review and assist with processing payment requests, determining allowable costs, with scope

6.2. Task 6 – Resident Compliance Specialist

- 6.2.1. Services shall include providing a Resident Compliance Specialist to perform Davis Bacon Compliance Review and Monitoring with the associated federal funding, provisions and regulations associated with the subsequent Contract. Vendor shall be responsible for following the guidelines set forth within the American Rescue Plan Act or similar funding source utilized by County.

End of Scope of work

Exhibit D
Project Funding Package
SUPPLEMENTAL INFORMATION

The Department of Management Services State Term Contract 80101500-20-1 for Management Consulting Services can be found at the following State of Florida website link:

1. https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**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 **10 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

- 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 such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

TAB 2: Company Relevant Experience & Reference

- Provide 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
- 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.

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.
- Cost fee schedule (Form 1a) will be considered and evaluated as part of the plan of approach.

TAB 4: Personnel

- Provide a detailed description of the firm’s specific project management team, inclusive of sub-Consultants 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 staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- 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-Consultants 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: Required Forms

- Forms 1-9

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	20
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	40
3	PLAN OF APPROACH (TAB 3)	30
4	PERSONNEL (TAB 4)	10
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Friday, October 22, 2021	Prior to 2:30 PM
Committee Meeting	Wednesday, October 27, 2021	TBD
Board Meeting	TBD	9:30 AM
<p>Additional notes on Submission Schedule:</p> <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> <p><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></p>		

End of Section

Exhibit D
Project Funding Package
LEE COUNTY DOCUMENT MANAGEMENT FORM
For
RFQ220007BJB – Management Consulting Services

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	
1a	Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	If Applicable	
7	Public Entity Crime Form	Required	
GRANT FUND – REQUIRED DOCUMENTS			
8	Certification Regarding Lobbying	Required	
9	Certification of Lobbying Activities	Required	
10	Immigration Law Affidavit Certification (E-Verify) <small>(Provide evidence of E-Verify account)</small>	Required	
11	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion <small>CONSULTANT shall ensure that any SUB-CONSULTANTS added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.</small>	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

It is the Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within you submission package.

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR QUALIFICATIONS

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>
<i>1</i>	<p><i>Solicitation Response Form</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p> <p>Verify that all addenda and tax identification number have been provided.</p>
<i>1a</i>	<p><i>Proposal Form</i></p> <p>This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County</p>
*	<p><i>Business Relationship Disclosure Requirement (if Applicable)</i></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this 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.</p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
<i>2</i>	<p><i>Affidavit Certification Immigration Laws</i></p> <p>Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.</p>
<i>3</i>	<p>Provide this form to reference respondents. This form will be turned in with the proposal package.</p> <ol style="list-style-type: none"> 1. Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.) 2. Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response. 3. The <u>reference respondent</u> should complete "Section 3." 4. Section 4: The reference respondent to print and sign name 5. Three (3) Reference responses are to be returned with the proposal package. 6. Failure to obtain reference surveys may make your company non-responsive.
<i>4</i>	<p><i>Negligence or Breach of Contract Disclosure Form</i></p> <p>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</p>

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 ***Affidavit Principal Place of Business***
Certifies proposer’s location information.
- 6 ***Sub-Contractor/Consultant List*** (if applicable)
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.
- 7 ***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 consultant 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.
- 8 ***Certification of Lobbying Activities (Required)***
To be completed and returned by Consultant with submittal. Certifies that no Federal appropriated funds have been paid or will be paid by the Vendor any person for influencing or attempting to influence the awarding of a contract.
- 9 ***Disclosure of Lobbying Activities (If applicable)***
To be completed and returned by the Vendor with submittal if applicable. Provides disclosure of lobbying activities.
- 10 ***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)***
To be completed and returned by the Consultant with submittal. This form certifies that the Consultant is not presently debarred, suspended, and ineligible or voluntary excluded from participating in this contract.
- 11 ***Immigration Law Affidavit Certification (E-Verify) (Required)***
To be completed and returned by the Consultant with submittal. Certifies that the Consultant is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.
- * ***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.

Exhibit D
Project Funding Package

Tab 5: Required Forms

VER. 08-25-2021

Form 1 – Solicitation Response Form



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: 10/22/2021 Deadline Date: 10/22/2021

SOLICITATION IDENTIFICATION: RFQ220007BJB

SOLICITATION NAME: Management Consulting Services

COMPANY NAME: Ernst & Young, LLP

NAME & TITLE: (TYPED OR PRINTED) Samuel Hughes, Principal

BUSINESS ADDRESS: (PHYSICAL) 210 E. College Ave, Tallahassee, FL 32301

CORPORATE OR MAILING ADDRESS: 200 Plaza Dr.
 SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG Secausus, NJ 07095

E-MAIL ADDRESS: Samuel.Hughes@ey.com

PHONE NUMBER: (818) 455-5108 FAX NUMBER: _____

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

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

No. 1 Dated: 10/18/21 No. _____ Dated: _____ No. _____ Dated: _____
 No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: 34-6566696

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

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

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

- 1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.
- 2 **Scrutinized Companies Certification:**
 Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.
 As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) Business Relationship NOT Applicable

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

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

Ernst & Young, LLP

Company Name (Name printed or typed)

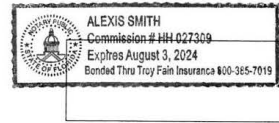
Samuel Hughes

Authorized Representative Name (printed or typed)

Principal

Authorized Representative's Title (printed or typed)

Samuel Hughes
Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

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

[Signature]
Witness/Secretary Signature

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

Exhibit D
Project Funding Package



[Previous on List](#)

[Next on List](#)

[Return to List](#)

[Filing History](#)

[No Authority Info](#)

[Partner Info](#)

[No Name History](#)

Partnership Name Search

Submit

Partnership Detail

Limited Liability Partnership Name

ERNST & YOUNG U.S. LLP

Principal Address

5 TIMES SQUARE
NEW YORK, NY 10036
Change Date: 05/02/2011

Filing Information

Document Number	LLP960000078
FEI/EIN Number	346565596
File Date	04/30/1996
State	DE
Total Pages	76
Pages in Original Filing	4
Florida Partners	51
Total Partners	2120
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Mailing Address

ERNST & YOUNG U.S. LLP
ERNST & YOUNG LLP ATTN: JEREMY MOE
303 ALMADEN BLVD
SAN JOSE, CA 95110
Change Date: 07/01/2020

Registered Agent

NRAI SERVICES, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Document Images

[05/02/1996 -- LLP](#)

[View image in PDF format](#)

[07/22/2021 -- LLP Business Report](#)

[07/01/2020 -- LLP Business Report](#)

[05/01/2019 -- LLP Business Report](#)

[06/05/2018 -- LLP Status Reinstated](#)

LLP180002690 -- No image available

[09/27/2016 -- LLP Business Report](#)

[12/04/2015 -- LLP Status Reinstated](#)

LLP140003750 -- No image available

[05/03/2013 -- LLP Business Report](#)

[04/30/2012 -- LLP Business Report](#)

[05/02/2011 -- LLP Business Report](#)

[01/13/2010 -- LLP Status Reinstated](#)

LLP090004098 -- No image available

[08/29/2008 -- UNIFORM BUS REP](#)

[04/20/2007 -- UNIFORM BUS REP](#)

[10/09/2006 -- UNIFORM BUS REP](#)

[04/12/2005 -- UNIFORM BUS REP](#)

[03/18/2004 -- UNIFORM BUS REP](#)

[04/01/2003 -- UNIFORM BUS REP](#)

[04/19/2002 -- UNIFORM BUS REP](#)

[03/16/2001 -- UNIFORM BUS REP](#)

[03/23/2000 -- UNIFORM BUS REP](#)

[03/18/1999 -- LLP Renewal](#)

[03/19/1998 -- LLP Renewal](#)

[10/09/1997 -- LLP Renewal](#)

[Previous on List](#)

[Next on List](#)

[Return to List](#)

[Filing History](#)

[No Authority Info](#)

[Partner Info](#)

[No Name History](#)

11/1/21, 3:40 PM

sunbiz.org - Florida Department of State

Exhibit D
Project Funding Package

Florida Department of State, Division of Corporations

dos.sunbiz.org/scripts/gendet.exe?action=DETCENINAME&web_dir= &web_key_number=LLP960000078&web_key_seq=0000&web_return_number... 3/3

VER: 09-25-2021

Form 1a – Bid/Proposal Form



**PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM**

COMPANY NAME: Ernst & Young, LLP

SOLICITATION: RFQ220007BJB – MANAGEMENT CONSULTING SERVICES

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.

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.

Pricing shall be provided in accordance with Vendor's Contract under the Department of Management Services State Term Contract 89101500-20-1 for Management Consulting Services.

MANAGEMENT CONSULTING SERVICES

Position Title	Description of Duties	Hourly Rate
Partner/Principal	Direct all contract-related activities and provide quality assurance review over the engagement and all deliverables	\$ 325
Senior Manager	Provide information to the County Project Managers, establish and maintain quality control, provide technical support, monitor and report status of projects	\$ 300
Manager	Provide technical support, monitor and report status of projects. Oversee and direct work performed by Senior and Junior Consultants	\$ 240
Senior Consultant	Gather documentation, determine eligibility, assist in project applications, and provide programmatic assistance	\$ 165
Junior Consultant	Gather documentation, determine eligibility, assist in project applications, and provide programmatic assistance	\$ 125
		\$
		\$
		\$
		\$
		\$
		\$
		\$

35 RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFQ220007BJB SOLICITATION NAME: Management Consulting Services

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).

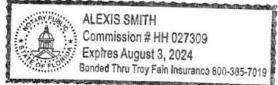
BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, 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: Ernst & Young, LLP
Samuel Hughes Signature Principal Title 10/18/21 Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 15th day of October, 2021, by Samuel Hughes who has produced Driver License (Print or Type Name)
H220-782-68-281-0 as identification.
(Type of Identification and Number)

Alexis Smith
Notary Public Signature
Alexis Smith
Printed Name of Notary Public



HH027309 / August 3, 2024
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.**


VER 01-25-2021

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: _____

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Alan Rosenzweig	Bidder/Proposer:	
COMPANY:	Leon County, Florida	Due Date:	
PHONE #:	(850) 606-5318	Total # Pages:	1
FAX #:		Phone #:	Fax #:
EMAIL:	rosenzweig@leoncountyfl.gov	Bidder/Proposer E-Mail:	
Section 2 <small>Enter Bidder/Proposer Information. If applicable, Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent).</small>			
Proposer Name: Ernst & Young			
Reference Project Name:	Project Address:	Project Cost:	
CARES Act Grant Administration and Oversight	301 S. Monroe St, Tallahassee, FL	\$2.2 million	
Summary:	EY provided project management services along with leading the technical and program design for grant programs administrated with funding from the CARES Act		
Scope:			
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. <small>Rate from 1 to 10. (10 being highest)</small>			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:			
EY's professionalism and expertise ensured a successful project implementation.			
Section 4 Please submit non-Lee County employees as references			
Reference Name (Print Name): Alan Rosenzweig			
Reference Signature: 			

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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: _____

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Steve Fussell	Bidder/Proposer:	
COMPANY:	Seminole County, Florida	Due Date:	
PHONE #:	(407) 665-1148	Total # Pages:	1
FAX #:		Phone #:	Fax #:
EMAIL:	sfussell02@seminolecountyfl.gov	Bidder/Proposer E-Mail:	

Section 2 Enter Bidder/Proposer information - if applicable. Submit Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: Ernst & Young, LLP			
Reference Project Name:	Project Address:	Project Cost:	
CARES & ARP Grant Administration and Oversight	1011 East First Street Suite 3156 Sanford, Florida 32771	> \$5 million	
Summary: EY is providing project management services along with leading the technical and program scope: design for funds received via the CARES Act and Emergency Rental Assistance Program using EY Grants Accelerator (EYGA); a proprietary application for grants application processing, administration, and compliance monitoring.			

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 (ongoing)
5. Was the job completed within budget?	Yes (ongoing)
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:
Ernst & Young's commitment to improved outcomes for our constituents and business partners has been underscored by the consulting management services they have provided to Seminole County during the pandemic. As a County with a population under 500,000, we received our CARES funding about 2 months later than other larger Counties and had to make up lost time. E&Y was right there with us throughout and it was an easy decision to procure their services for Consolidated Appropriations Act and ARPA funding. E&Y has continued to meet deliverables despite compressed schedules and evolving requirements.

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) Stephen P. Fussell

Reference Signature 

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RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Form 3 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: _____

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Scott Powers	Bidder/Proposer:	Ernst & Young LLP
COMPANY:	Ventura County Executive Office	Due Date:	10/22/2021
PHONE #:	(805) 677-8761	Total # Pages:	1
FAX #:		Phone #:	Fax #:
EMAIL:	Scott.Powers@ventura.org	Bidder/Proposer E-Mail: gina.anders@ey.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: Ernst & Young LLP			
Reference Project Name:	Project Address:	Project Cost:	
County of Ventura, CA	800 S Victoria Ave Ventura, CA 93009		
<small>Scope: EY is assisting us with financial recovery from COVID-19 through a variety of funding streams. Their work includes building out project claims, assisting with monitoring and tracking of over \$100 million in obligations and reimbursement requests, advising on legislation as it relates to scope, eligibility and requirements, performing controls assessments, and supporting compliance monitoring for the \$168 million of Coronavirus Relief Funds and approximately \$40 million of Provider Relief Funds. EY has also assisted with the administration, oversight, and application review of a grant program to provide financial assistance to businesses that were affected by the pandemic. EY is also assisting with CDBG-DR grants and regularly meets with us to discuss response efforts, documentation tracking, and financial recovery plans.</small>			

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?	Yes
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. <small>Rate from 1 to 10. (10 being highest)</small>	8
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: The resources Ernst and Young provided have allowed the County of Ventura to competently navigate the funding and compliance challenges presented by COVID. Their guidance and implementation team (Business Assistance Grant) has been instrumental in our rollout of the Coronavirus Relief Fund, Provider Relief Fund, FEMA Claims, CDBG-Mit and most recently the American Rescue Plan SLFRF.	

Section 4 Please submit non-Lee County employees as references

Scott Powers

Reference Name (Print Name) _____



Reference Signature _____

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 RFQ220007BJB - MANAGEMENT CONSULTING SERVICES



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____ Title _____

⇒ _____
Authorized Signature _____ Date _____

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.**

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced _____ (Print or Type Name) as identification. (Type of Identification and Number)

Notary:
State of _____
County of _____

⇒ _____
Notary Public Signature _____ Notary Commission Number and expiration _____

- Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local
Local Business Tax License # _____
- Address of Principal Place of Business: _____
- Number of years at this location _____ years
- Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years
- Number of available employees for this contract _____
- Does your company have a Drug Free Workplace Policy _____ Yes _____ No

Exhibit D
Project Funding Package

VER. 03-23-2021

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/22/2017



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Ernst & Young, LLP

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
Please see below							

Make as many copies of this sheet as necessary in order 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.

Page Number: 1 of 2 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. 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 5 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Ernst & Young, LLP

Samuel Hughes

Principal

Printed name of authorized signer

Title

Samuel Hughes

10/18/21

Authorized Signature

Date

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.**

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 18th day of October 2021, by Samuel Hughes who has produced Driver License #220-782-68-281-0 as identification. (Type of Identification and Number)

Notary:

State of Florida

County of Leon

Alexis Smith

Notary Public Signature



#H027309 / August 3, 2024

Notary Commission Number and expiration

- Principal place of business is located within the boundaries of: Lee County
Collier County
 Non-Local
- Local Business Tax License # N/A
- Address of Principal Place of Business: 5 Times Square
New York, NY 10036
- Number of years at this location years
- Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
 Yes* No *If yes, attach contractual history for past 3 consecutive years
- Number of available employees for this contract
- Does your company have a Drug Free Workplace Policy Yes No Please see proposal

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Exhibit D
Project Funding Package

As a firm of EY's size (\$30B in revenues and tens of thousands of contracts) there are sometimes instances where EY has not been able to complete a contract, due numerous circumstances, most often circumstances such as conflict of interest that come up after contract award, regulatory changes, loss of appropriations, termination for convenience, etc. It is not EY's standard practice to keep a listing of these instances or the circumstances.

Form 6-Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant 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
Not applicable					

Please include sub-contractor/consultant 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/consultant will be performing. If sub-contractor/consultant 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.

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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 Samuel Hughes, Principal
 (Print individual's name and title)

for Ernst & Young, LLP
 (Print name of entity submitting sworn statement)

whose business address is 210 E. College Ave, Tallahassee, FL 32301

(If applicable) its Federal Employer Identification Number (FEIN) is 34-6565596

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

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

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Exhibit D
Project Funding Package

VER 03-25-2021

Form 7 Continued: Public Entity Crime Form

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.

Samuel Hughes
(Signature)

10/18/21
(Date)

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 18th day of October 2021, by Samuel Hughes who has produced Driver License (Print or Type Name) H220-782-68-281-0 as identification. (Type of Identification and Number)

Alexis Smith
(NOTARY PUBLIC)

My Commission Expires: August 3, 2024



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VFR 03-75-2021

Form 8: Certification of Lobbying Activities (Required)

LOBBYING

For contracts over \$100,000

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Ernst & Young, LLP, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date October 18, 2021

Print Name of Authorized Official Samuel Hughes

Title Principal

Signature of Authorized Official *Samuel B. Hughes*

Company Name Ernst & Young, LLP

Company Address 210 E. College Ave, Tallahassee, FL 32301

Exhibit D
Project Funding Package

YER: 03-25-2021

Form 9: Disclosure of Lobbying Activities (if applicable)

DISCLOSURE OF LOBBYING ACTIVITIES		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352		Approved by OMB 4040-0013
1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bio/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee * Name: <input style="width:100%;" type="text" value="Not applicable"/> * Street 1: <input style="width:100%;" type="text"/> * Street 2: <input style="width:100%;" type="text"/> * City: <input style="width:30%;" type="text"/> State: <input style="width:10%;" type="text"/> Zip: <input style="width:15%;" type="text"/> Congressional District, if known: <input style="width:40%;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; height: 40px;"></div>		
6. * Federal Department/Agency: <input style="width:100%;" type="text" value="Not applicable"/>		7. * Federal Program Name/Description: <input style="width:100%;" type="text" value="Not applicable"/> <small>CPDA Number, if applicable:</small> <input style="width:50%;" type="text"/>
8. Federal Action Number, if known: <input style="width:100%;" type="text"/>		9. Award Amount, if known: \$ <input style="width:50%;" type="text"/>
10. a. Name and Address of Lobbying Registrant: Prefix: <input style="width:10%;" type="text"/> * First Name: <input style="width:30%;" type="text" value="Not applicable"/> Middle Name: <input style="width:20%;" type="text"/> * Last Name: <input style="width:30%;" type="text"/> Suffix: <input style="width:10%;" type="text"/> * Street 1: <input style="width:100%;" type="text"/> * Street 2: <input style="width:100%;" type="text"/> * City: <input style="width:30%;" type="text"/> State: <input style="width:10%;" type="text"/> Zip: <input style="width:15%;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix: <input style="width:10%;" type="text"/> * First Name: <input style="width:30%;" type="text"/> Middle Name: <input style="width:20%;" type="text"/> * Last Name: <input style="width:30%;" type="text"/> Suffix: <input style="width:10%;" type="text"/> * Street 1: <input style="width:100%;" type="text"/> * Street 2: <input style="width:100%;" type="text"/> * City: <input style="width:30%;" type="text"/> State: <input style="width:10%;" type="text"/> Zip: <input style="width:15%;" type="text"/>		
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 Fed above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and 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: <input style="width:100%;" type="text" value="Not applicable"/> * Name: Prefix: <input style="width:10%;" type="text"/> * First Name: <input style="width:30%;" type="text"/> Middle Name: <input style="width:20%;" type="text"/> * Last Name: <input style="width:30%;" type="text"/> Suffix: <input style="width:10%;" type="text"/> Title: <input style="width:30%;" type="text"/> Telephone No.: <input style="width:20%;" type="text"/> Date: <input style="width:20%;" type="text"/>		
<small>Federal Use Only:</small>		<small>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</small>

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*Form 10: Immigration Law Affidavit Certification (Required)***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, and provide acceptable evidence of their enrollment. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Lee County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.

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.

Contractors/Consultant shall be required to provide the County a copy of the Memorandum of Understanding required by Department of Homeland Security (DHS) when signing up for the program and an executed affidavit vowing they will comply with the E-Verify program for each service/project. An affidavit must be executed each time a proposer submits a proposal.

Exhibit D
Project Funding Package

Form 10 Continued: Immigration Law Affidavit Certification (Required)

Attachment: Immigration Law Affidavit Certification

Solicitation # and Title : RFQ220007BJB - Management Consulting Services

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. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

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 Ernst & Young, LLP
Print Name Samuel Hughes Title Principal
Signature *Samuel Hughes* Date 10/18/21
State of Florida
County of Leon

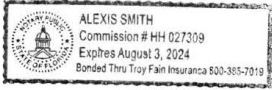
The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 18th day of October, 2021, by

Samuel Hughes who has produced Driver License H226-782-68-281-0 as identification.
(Print or Type Name) (Type of Identification and Number)

Alexis Smith
Notary Public Signature

Alexis Smith
Printed Name of Notary Public

August 3, 2024 / HH027309
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.

Form 11 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, Ernst & Young, 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/CONTACTOR/VENDOR

Ernst & Young, LLP

By: *Samuel B Hughes*
Signature
Samuel Hughes, Principal

Name and Title
210 E. College Ave

Street Address
Tallahassee, FL 32301

City, State, Zip

October 18, 2021
Date

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.:	RFQ220007BJB
SOLICITATION TITLE:	Management Consulting Services
DATE DUE:	Friday, October 22, 2021
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
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



Solicitation No.: RFQ220007BJB

Solicitation Name: Management Consulting Services

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced solicitation. 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. ATTACHMENT: NONE
2. QUESTIONS/ANSWERS

1.	Will the County accept scanned copies of the Required Forms to be submitted as Tab 5 of our response?
<u>Answer</u>	<u>Yes. Scanned copies of the Required Forms are acceptable.</u>
2.	On page 23, Paragraph 6, what is meant by the term “alternate additions” to the scope of work? Are these deliverables that we are required to address in our response? If so, please provide an estimate of the number of applications the County anticipates and the nature of those applications (i.e., businesses, individuals, etc.)
<u>Answer</u>	<u>Alternate Additions is intended to capture additional services that may be requested during the term of the Agreement. General and expected Alternate Additions have been listed as provided in Articles 6.1.1. and 6.2. as found on pages 23 and 24. Vendor is requested to address services currently defined in 6.1.1. and 6.2. in their response. Additional services may be added during the term of the Contract and the mutual discussion and agreement of the Vendor and the County. Such additional services not currently defined will be billed at the Vendor’s contracted hourly rate.</u>

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.

Brian Bochs
Brian Bochs - Procurement Analyst
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management