



AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE (this "Agreement") is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Ernst & Young U.S. LLP, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a Term Agreement with the State of Florida, Contract Number 80101500-20-1, through their Solicitation No. 06-80101500-J, 1st day of March, 2021 for Management Consulting Services ("Term Agreement"); and

WHEREAS, the Term Agreement is eligible for piggyback purchases; and

WHEREAS, the County issued RFQ220007BJB – Management Consulting Services in accordance with the State of Florida, Contract Number 80101500-20-1, through their Solicitation No. 06-80101500-J; and

WHEREAS, Ernst & Young, LLP responded to RFQ220007BJB – Management Consulting Services to provide the services as described therein.

WHEREAS, the County desires to make purchases from the Vendor under the same terms and conditions of the Term Agreement, any amendment issued by the State of Florida to the Term Agreement, and those set forth in the County issued RFQ220007BJB and the Vendor's related proposal response.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

The County and the Vendor agree to be bound by the terms and conditions of this Agreement and the incorporated Exhibits (as modified pursuant to the agreed-upon modifications that are set forth below) with respect to the County's purchases of Management Consulting Services from the Vendor during the three (3) year term from the effective date and any renewals or extensions thereof. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

The following Exhibits encompass the documents incorporated into this Agreement and the Vendor shall furnish all labor, equipment, and materials and perform in accordance with these Exhibits (as modified pursuant to the agreed-upon modifications that are set forth below), all of which are made part hereof:

- Exhibit A: State of Florida, Contract Number 80101500-20-1, through their Solicitation No. 06-80101500-J
- Exhibit B: Special Conditions & Scope of Services
- Exhibit C: Vendor's Proposal Submission dated October 22, 2021
- Exhibit D: Project Funding Package consisting of original solicitation, addenda, and all federal provisions, terms, and forms.

In the event of conflict the Modifications and Supplemental Terms set forth below shall prevail and take precedence over any other terms or conditions incorporated into this Agreement.

Modifications

County and Vendor have agreed to modify certain terms and conditions contained in the above-referenced Exhibits as set forth below (collectively "Modifications"). The Modifications set forth below supersede and replace the identified terms and conditions within the Exhibits such that the original language of the terms and conditions contained in the Exhibits is not incorporated into this Agreement.

1. Exhibit B, Section 16 (Termination for Cause and/or Convenience), Exhibit D, Section 21.6 (Termination), and Exhibit D, Section 16 (Termination for Cause and/or Convenience) are hereby superseded and replaced with the following provision.

[]. **Termination for Cause and Convenience.**

Termination for Convenience: The County, by written notice to the Vendor, may terminate this Agreement 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 Vendor will not incur any new obligations for the terminated portion of the Agreement after the Vendor has received notification of termination.

Termination for Cause: Either party may terminate the Agreement as a result of the other's breach or nonperformance. Before terminating the Agreement, the party shall give written notice to the other describing the breach or nonperformance in reasonable detail and allowing a reasonable opportunity for cure (not less than 30 days) if the breach or nonperformance is susceptible of cure. If a breach or nonperformance is not susceptible of cure, termination may be effective immediately upon notice. In addition, Vendor may terminate this Agreement, or any particular services, upon written notice to the County if Vendor reasonably determines that Vendor can no longer provide the services in accordance with applicable law or professional obligations.

2. Exhibit B, Sub-Sections 19.1.2 and 19.1.7 (Remedies) and Exhibit D, Sub-Sections 19 (Remedies) are hereby deleted from the Agreement in their entirety.

19.1.2 **Intentionally Deleted/Removed.** ~~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.~~

19.1.7 **Intentionally Deleted/Removed.** ~~Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.~~

3. Exhibit D, Section 22 (Waiver of Claims) is hereby deleted in its entirety.

22. **Intentionally Deleted/Removed.** ~~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 (3) calendar days to present or file any claim against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claim against the County concerning this agreement.~~

4. Exhibit B, Sub-Section 20.2 (Other Remedies and Rights) and Exhibit D, Sub-Section 20.2(Other Remedies and Rights) is hereby modified as set forth below.

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.

Supplemental Terms

1. Duties of County

- (A) The County shall assign a qualified person to oversee the Services.
- (B) The County shall provide (or cause others to provide) to Vendor, promptly, the information, resources and assistance (including access to records, systems, premises and people) that Vendor reasonably requires to perform the Services.

2. Management Decisions

- (A) Vendor does not assume County's management responsibilities for decisions relating to Vendor's services including decisions on which, if any, of Vendor's recommendations are to be implemented. The County is solely responsible for deciding which processes and controls that the County will implement in connection with the County's administration of federal funds including but not limited to processes and controls relating to detection and prevention of fraud or improper payments.

3. Limitation of Liability

- (A) County may not recover from Vendor, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
- (B) County may not recover from Vendor, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the services. This limitation will not apply to losses caused by Vendor fraud, gross negligence, intentional or willful misconduct, or to the extent prohibited by applicable law or professional regulations.
- (C) County may not make a claim or bring proceedings relating to the services or otherwise under this Agreement against any other Ernst & Young member firm or Vendor's or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("Vendor Persons"). County shall make any claim or bring proceedings only against Vendor.

[The remainder of this page intentionally left blank.]

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

APPROVED as to Form for the Reliance of Lee County Only

BY: [Signature]
County Attorney's Office

DATE: 12-08-21

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: [Signature]

Commissioner Cecil L. Pendergrass, I
Lee County Board of County Comm
District 2

DATE: 12-8-21

LINDA DOGGETT
CLERK OF CIRCUIT COURT

[Signature]

DEPUTY CLERK



st & Young U.S. LLP

BY: [Signature]

Authorized Signature

ATTEST:

[Signature]
(Witness)

Samuel B. Hughes

Authorized Signature Printed Name

11-19-2021
Date

Principal

Authorized Signature Title

19 NOV 2021

Date

CORPORATE SEAL:

EXHIBIT A
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
STATE TERM CONTRACT 80101500-20-1

Department of
**MANAGEMENT
SERVICES**

— We serve those who serve Florida



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and ERNST & YOUNG U.S. LLP (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor's submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor's submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Management Consulting Services (MCS). This includes the

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provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

Exhibit A
State of Florida Contract
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- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops, or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
 - Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
 - Organizing, directing, and managing support services
 - Serving as a member of a team performing mid-level assignments
 - Providing solutions through analysis
 - Conducting Customer training through formal classroom courses, workshops, and seminars
5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:
- Coordinating and providing administrative support services to Contractor staff and Customer
 - Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
 - Providing graphics and editorial support services and desktop publishing services
 - Maintaining version control of project documents
 - Providing direct support to consulting staff, including supporting the development of all deliverables
- d) Anticipated Preferences.
The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:
- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
 - Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
 - Knowledge of Federal and state grant requirements, including laws, rules, and regulations.
- e) Services.
The services the Contractor, through its personnel, may provide include:
- Consulting on management strategy.
 - Project management.
 - Program research, planning, and evaluations.
 - Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
 - Executive/management coaching services.
 - Customized training as needed to achieve a management consulting objective.
 - Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

| Contract Requirement | Description | Frequency | Daily Financial Consequences for Non-Performance |
|----------------------------------------------------------------------------|------------------------------------------------------------------|--------------|--------------------------------------------------|
| Timely Submission of complete and accurate Contract Quarterly Sales Report | Submit Quarterly Sales Report in accordance with section IV.I)2. | Each quarter | \$250 |

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| | | | |
|------------------------------------------------------------------------|---------------------------------------------------------------|------------|-------|
| Timely Submission of complete and accurate MFMP Transaction Fee Report | Submit MFMP Transaction Fee in accordance with section (V.)1. | Each month | \$100 |
|------------------------------------------------------------------------|---------------------------------------------------------------|------------|-------|

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

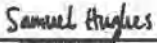
Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950

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Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

ERNST & YOUNG U.S. LLP

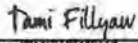
DocuSigned by:


Samuel Hughes
State of Florida Consulting
Practice Leader

2/18/2021 | 10:53 AM EST

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:


Tami Fillyaw
Chief of Staff

2/18/2021 | 5:03 PM EST

Date:

**Contract Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits**

| | |
|------------------------|---------------------------------|
| Respondent Name | Ernst & Young US LLP |
|------------------------|---------------------------------|

| INSTRUCTIONS |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal. |
| For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term. |
| Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below. |
| This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract. |
| Provide pricing in dollar amounts; amounts may include cents (e.g. \$0.05), but cannot include fractions of cents (e.g. \$0.005). |
| Proposed costs are ceiling rates inclusive of any and all costs associated with providing services. |

| Service Category 1: Management Consulting Services | | |
|-----------------------------------------------------------|---------------------------------|---------------------------------|
| JOB TITLE | INITIAL TERM HOURLY RATE | RENEWAL TERM HOURLY RATE |
| Principal Consultant | \$325.00 | \$342.00 |
| Senior Consultant | \$300.00 | \$315.00 |
| Consultant | \$240.00 | \$252.00 |
| Junior Consultant | \$165.00 | \$174.00 |
| Program and Administrative Support | \$125.00 | \$132.00 |



Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

Exhibit A
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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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State of Florida Contract

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.**12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

Exhibit A
State of Florida Contract

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

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State of Florida Contract

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

State of Florida Department
of Management Services

Technical Proposal for
Management Consulting Services

Request for Proposal No. 06-80101500-J

June 9, 2020





Ernst & Young LLP
210 East College Avenue
Tallahassee, FL 32301

Exhibit A
State of Florida Contract
Tel: +1 850 404 5000
ey.com

June 9, 2020

Ernst & Young LLP (EY) is pleased to respond to the Florida Department of Management Services (DMS) Request for Technical Proposal for Management Consulting RFP No. 06-80101500-J.

By retaining EY on the Management Consulting Services State Term Contract, DMS and the State can continue to draw upon our more than 30 years of delivering consistent quality service and advice to the State. Here are a few examples of how EY is helping the State address some of the most important challenges of the day:

Managing the increasing pace of transformation and expansion of technology enabled services

EY is presently assisting state agencies and departments as they address the spectrum of change impacting Florida government, such as agency transformation, cybersecurity, performance assurance, digitalization and data analytics

We are also presently working with multiple state entities on the latest advancements in the delivery of services to Florida citizens, preventive services and support of Florida's most vulnerable populations, and the evolution of agency operations and management

Better anticipating and responding to a rapidly changing and increasingly volatile environment

For years, EY's dedicated disaster recovery practice has served Florida's state, county and city entities in their response and recovery from both natural and pandemic disasters

We are also advising State entities on the implications and potential options to prepare and respond to the increasing risk of economic and technological disruptions to their operations

Serving an increasingly diverse and demanding set of citizens, stakeholders, users and providers

The breadth and depth of EY's capabilities and experiences provides the State with a more holistic perspective and ability to imagine, create and implement the innovative services that Florida's ever-expanding population needs and demands

Our insights and experience also help drive the design and implementation efficiencies required to most effectively deliver these expanding services most efficiently, and

EY's strong reputation for risk management, governance and controls provides a greater level of confidence and comfort as State leaders expect - and inspect - higher performance from our government

We look forward to providing you with critical, actionable perspectives to advance your objectives. Please contact me with any questions you may have at +1 850 532 8825 or ken.thomas@ey.com.

Sincerely,

Ken Thomas
Florida Government & Public Sector Leader

Ernst & Young LLP (EY US or the Firm) is submitting this proposal. EY US is part of the global organization of member firms (collectively, EY) of Ernst & Young Global Limited, separate legal entities that perform professional services under the EY name worldwide.

Experience

EY's service to the State of Florida

Ernst & Young LLP (EY) is the oldest licensed accounting and consulting firm to operate in Florida, with six office locations including our office in Tallahassee, which serves Florida State & Local government exclusively (Figure 1). Our consulting teams draw from the broad experience of our Government & Public Sector (GPS) practice - with more than 19,000 dedicated professionals across more than 100 countries worldwide - to address complex client issues that impact people, processes, technology and strategy. Additionally, our teams integrate the collective knowledge from our service to the commercial sector, bringing innovative practices and diverse professionals to our government client engagements.

EY has served Florida state agencies, local governments, school systems and utilities for more than 30 years (Figure 2). Throughout our service history, we remain committed to making a difference for Florida that improves the quality of life for its citizens and fosters a dynamic business environment. We are focused on the most impactful issues confronting the state today, such as technology transformation, disaster recovery, public safety, infrastructure improvement and workforce innovation.



Figure 1: EY's presence in Florida

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ▶ Agency for Health Care Administration ▶ Citizens Property Insurance Corporation ▶ Department of Children and Families ▶ Department of Corrections ▶ Department of Economic Opportunity ▶ Department of Education ▶ Department of Environmental Protection ▶ Department of Financial Services ▶ Department of Health | <ul style="list-style-type: none"> ▶ Department of Highway Safety and Motor Vehicles ▶ Department of Law Enforcement ▶ Department of Management Services ▶ Department of Transportation ▶ Division of Emergency Management ▶ Florida Housing Finance Corporation ▶ Office of Early Learning ▶ Prepaid College Foundation ▶ State Board of Administration |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Figure 2: Florida state government entities served by EY

Summary of our recent and relevant consulting experience

EY has successfully delivered on a full range of consulting services over the existing Management Consulting Services contract by combining our deep understanding of the State's priorities and operations with our unwavering commitment to client service excellence. Our dedicated State of Florida team includes members who have served at several Florida agencies with more than 85 combined years of public service to the State. Our team operates out of EY's Tallahassee office at College Ave and Gadsden St, where we work seamlessly with our client agencies here in Tallahassee and across the state, and with EY colleagues across the country and around the world. In management consulting, the two most important success factors for clients and firms are a strong local presence and global reach. We are personally invested in the success of Florida's programs because we live and work here, and they are our programs, too.

During the past three decades, EY has delivered on some of the most important challenges and opportunities facing Florida state government, including:

- ▶ **Cybersecurity** - EY offers a full range of cybersecurity consulting services including cyber strategy, program assessments, third-party risk management, data protection and managed services. Organizations today know they must embrace new technology and continually innovate in order to remain relevant; however, system and operations modernization can inadvertently introduce new cyber vulnerabilities. EY's

Exhibit A
 State of Florida Contract

"Security by Design" approach builds in cybersecurity thinking from the onset, enabling innovation with confidence. Our comprehensive cybersecurity approach addresses 20 key domains and more than 80 subdomains and is aligned with industry standards including ISO-27001:2013, NIST Cybersecurity Framework, COBIT 5, HIPAA, HITRUST and 60GG-2. EY's ongoing investment in cybersecurity leadership includes a recent acquisition to augment our existing capabilities in identity governance and administration, privileged access management and governance, risk and compliance.

Transformation - EY has become a leader in transformation, utilizing an approach encompassing strategy, people, process and technology, and leveraging the insights, experience and leadership gained over decades working with, and for, state, local and federal government. We know what it is like to face continuous pressure to improve performance, reduce cost, modernize technology, and increase compliance - all while navigating budget constraints and shifting legislative priorities. These issues, combined with the constant need for innovative change, are driving the government transformation agenda. Our professionals know how to help best address these challenges, and to capitalize on new opportunities created by change.

Disaster Recovery - EY is a leader in helping state agencies across the country respond and provide recovery services to natural disasters such as floods, hurricanes and pandemics. Our professionals - many of whom are former FEMA, DHS and HHS employees - assist states, counties and cities in federal cost reimbursement, mitigation grant planning, cost recovery program implementation training, and Community Development Block Grant-Disaster Recovery (CDBG-DR) grant management. We have assisted more than 750 state and local clients with recovery from disasters and understand how the federal agency stakeholders and other sources of funding interplay with one another.

Digital and Emerging Technology - EY is at the forefront of innovation in new technologies for government use, including cloud, artificial intelligence, intelligent automation, blockchain and mobile apps. Our technology consulting practice employs leading practices and a practical implementation mindset to solve real problems for our government clients. For example, we are presently engaged with Hillsborough County in a pilot program to develop a breakthrough technology platform that will help transform the State's Foster Care program. If it is on the cutting edge, EY is there.


Table 1 provides a representative sample of our consulting services to government, and the relevant service categories represented by each engagement. NOTE: these are cross-referenced in each service category later in the document for convenience. Although most of these examples are for our service to the State of Florida, we have also provided representative experience to [REDACTED], and other State clients to illustrate our capabilities across a range of complex programs. Our approach to each service category for which we are proposing is detailed further in the Services section of our response.

Table 1: EY's demonstrated experience providing consulting services to the state and other governmental entities

| Service category legend | |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 - Consulting on management strategy | 8 - Assistance with process and productivity improvement |
| 2 - Project management | 9 - Expert witness services in support of litigation, claims, or other formal cases relating to management consulting |
| 3 - Program research, planning, and evaluations | 10 - Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives |
| 4 - Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives | 11 - Systems alignment and consolidation |
| 5 - Executive/management coaching services | 12 - Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs |
| 6 - Customized training as needed to achieve a management consulting objective | |
| 7 - Assistance with policy and regulation development | |

| # | Relevant experience | Project description | Service categories (see legend) |
|---|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1 | Florida Department of Agriculture and Consumer Services Business process review | [REDACTED] Key focus areas included: Communication Management, Planning, Monitoring and Control, Scope Management and Reporting. | 2 8 |
| 2 | Florida Department of Children and Families (DCF) Chronicity project management | [REDACTED] Key project management components included the project charter, project management plan, and risk, action item, and change logs. | 2 10 11 |
| 3 | Florida DCF Title IV-E eligibility maximization | EY was engaged to assess the effectiveness of state-wide processes for Title IV-E funding eligibility determination. [REDACTED] | 2 6 8 10 |
| 4 | Florida Department of Economic Opportunity (DEO) Strategy consulting and project management | For the DEO Office of Disaster Recovery (ODR), EY is providing strategy consulting and project management services for the development and implementation of the HUD, CDBG-DR long-term recovery efforts following Hurricanes Matthew, Hermine and Irma. [REDACTED] | 1 2 8 10 12 |
| 5 | Florida Department of Law Enforcement Cybersecurity assessment | EY provided a risk assessment of cybersecurity postures and assistance to achieve requirements of the 2016-2017 General Appropriations Act. [REDACTED] | 3 |
| 6 | Florida Department of Education, Office of Early Learning (OEL) Management consulting services and program risk management | EY performed an assessment of OEL's statewide IT system, which serves more than 30 coalitions, 9,000 providers and 200,000 children; manages more than \$1 billion in grant funding; and is critical to OEL's mission. [REDACTED] | 3 8 10 11 |

| # | Relevant experience | Project description | Service categories (see legend) |
|----|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 7 | Florida Division of Emergency Management (DEM) Disaster recovery and grants management | EY is currently assisting with grants administration and monitoring activities relating to FEMA Public Assistance (PA) funding associated with Hurricanes Hermine, Matthew, Irma and Michael. [REDACTED] | 10 12 |
| 8 | Florida Department of Financial Services (DFS) Cybersecurity assessment | EY provided a risk assessment of cybersecurity postures and assistance to achieve requirements of the 2016-2017 General Appropriations Act. [REDACTED] | 3 |
| 9 | DFS Florida PALM project transformation | For nearly four years, EY has supported the Florida PALM Project, the State's multi-year finance transformation journey, developing a Communications Plan and a Strategic Organizational Change Management (OCM) Plan to confirm the PALM team was well positioned to execute OCM activities in advance of the project's design, development and implementation phase. [REDACTED] | 5 6 11 |
| 10 | Florida Department of Health (DOH) Office of Medical Marijuana Use (OMMU) rule development consulting | EY is providing technical and subject matter experience to DOH throughout the rulemaking processes for various components of the medical marijuana program. [REDACTED] | 7 |
| 11 | Florida Department of Highway Safety & Motor Vehicles (DHSMV) Cybersecurity assessment | EY provided a risk assessment of cybersecurity postures and assistance to achieve requirements of the 2016-2017 General Appropriations Act. [REDACTED] | 3 |
| 12 | Florida Department of Management Services Affordable Care Act (ACA) compliance and reporting | Since 2015, EY has assisted the State of Florida with ACA compliance and reporting. [REDACTED] | 7 10 |
| 13 | Florida Department of Transportation (FDOT) Innovation workshops | EY recently conducted a series of innovation workshops to accelerate leadership alignment and brainstorm various ways FDOT can support a culture of innovation throughout the state. [REDACTED] | 1 10 |

| # | Relevant experience | Project description | Service categories (see legend) |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 14 |  FDOT Change Management Office (CMO) support and IT inventory | FDOT has a vast and complex IT project portfolio. Seeking to increase the ability of each individual project to meet its adoption objectives, FDOT engaged EY to create its first-ever full IT project inventory, driving increased understanding of interdependencies across 30 projects. EY [REDACTED] | 5 6 11 |
| 15 | Enterprise Florida, Inc. (EFI) Outcomes analysis | EY's Quantitative Economics and Statistics team was engaged to assist EFI analyze and report the outcomes of projects that had received incentives assistance from the state. [REDACTED] | 3 10 |
| 16 | Florida State University (FSU) Cybersecurity assessment | EY conducted a complex university-wide cybersecurity risk assessment for FSU, following the NIST Cybersecurity Framework. [REDACTED] | 3 |
| 17 | Florida Virtual Schools (FLVS) Cybersecurity assessment | EY worked with FLVS leadership to identify risks, gaps and redundant technologies in existing cybersecurity processes and technology capabilities. [REDACTED] | 3 10 |
| 18 | FLVS Operational assessment | Following a change in executive leadership, FLVS recognized opportunities to create a more robust organizational governance structure, change and enterprise risk program, and cybersecurity program. EY performed an assessment of FLVS operations and recommended key changes to the board in areas including operations, enterprise risk management, information technology, internal audit, vendor management and organization structure. | 3 10 |
| 19 | Hillsborough County Child Protection Intelligence Tool (CPIT) | In collaboration with Hillsborough County, EY is developing the CPIT, a first of its kind, community-wide data-sharing platform designed to help children and family protection personnel provide prevention and diversion actions before circumstances require removal of a child from their family. [REDACTED] | 1 2 8 10 11 |

| # | Relevant experience | Project description | Service categories (see legend) |
|----|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 20 | Hillsborough County COVID-19 Financial Recovery Command Center (FRCC) | EY is working with Hillsborough County to deliver a Microsoft Dynamics-enabled solution for applicants seeking CARES Act recovery funds. [REDACTED] | 1 2 8 10 11 12 |
| 21 | State Board of Administration (SBA) of Florida Robotic Process Automation (RPA) pilot program | EY helped the SBA establish an enterprise wide RPA program. [REDACTED] As a result, the SBA is poised to scale its automation program for years to come. | 8 |
| 22 | SBA of Florida Employee financial services | EY has served as the financial education services provider for the Florida Retirement System (MyFRS) Financial Guidance Program since the Program's inception in 2001 EY's Financial Guidance Line and MyFRS.com chat serve approximately 800,000 members in the Florida Retirement System through our Tampa call center. [REDACTED] | 10 |
| 23 | [REDACTED] | [REDACTED] | 1 2 6 8 10 11 |
| 24 | [REDACTED] | [REDACTED] | 1 8 10 11 |
| 25 | [REDACTED] | [REDACTED] | 8 |

| # | Relevant experience | Project description | Service categories (see legend) |
|----|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 26 | [REDACTED] | [REDACTED] | 2 8 10 |
| 27 | [REDACTED] | [REDACTED] | 1 2 6 8 10 |
| 28 | State of Georgia Intelligent Automation (IA) program | EY helped create a centralized operating model, automation pipeline and technical capability offering for IA. [REDACTED] | 8 |
| 29 | State of Tennessee Transformation Journey Roadmap | EY collaborated with the State of Tennessee, Department of Human Services to develop a transformation journey roadmap to enact a new mission that delivers services holistically and in streamlined fashion to their most vulnerable citizens. [REDACTED] | 1 11 |
| 30 | [REDACTED] | [REDACTED] | 1 2 3 6 10 11 |

Services

The State of Florida has identified 12 specific support categories for assistance over the life of the STC for Management Consulting Services. EY is proposing to support the State of Florida in 10 of the 12 categories.

The following sections describe our general capabilities and key methods to deliver each support category. For each, we also highlight projects - within the State of Florida and the public sector more broadly - where we have successfully provided similar services. Each of our engagements starts with our proven methodology and

supporting tools, incorporates applicable standards and guidance, and is customized based on the specific needs and requirements of each client.

1. Consulting on management strategy



Relevant experience - See projects 4, 13, 19, 20, 23, 24, 27, 29 and 30 in Table 1.

EY's Strategy practice employs more than 1,700 consultants focused on developing and implementing strategy with a practical execution mindset to solve our clients' most complex issues. Every strategy project is unique, but EY brings specific capabilities, tools and experience in key methods that can help the State of Florida adapt to disruptive change and drive breakthrough results:

Strategic Planning -

Determine strategic positioning, objectives, priorities and initiatives

Digital Strategy and

Transformation - Design and execute programs to unlock digital potential with new operating models

Project Portfolio Optimization

- Prioritize projects based upon funding levels, dependencies, scenarios and fit with strategic objectives, thereby curtailing lower-return investments and accelerating higher return projects

Strategic Cost Transformation - Identify, achieve and sustain significant improvements in performance, efficiency and cost structure

Driver-Based Analytics - Enable strategic decision making and planning by linking value drivers and outcome metrics to decision-support capabilities

Innovation Realized - Build breakthrough innovation capabilities, creating a culture of positive disruption and supporting processes and technologies

Our strategy work utilizes "future-back" thinking, starting with the megatrends that shape the future environment, then working backward to understand their implications for today. Strategic initiatives and investments can then be prioritized to drive current results while laying a foundation for the long term. Our approach is pragmatic and results-oriented versus a "pie in the sky" strategy that may never be implemented. We help clients define the operating model that will execute the strategy, including key areas such as

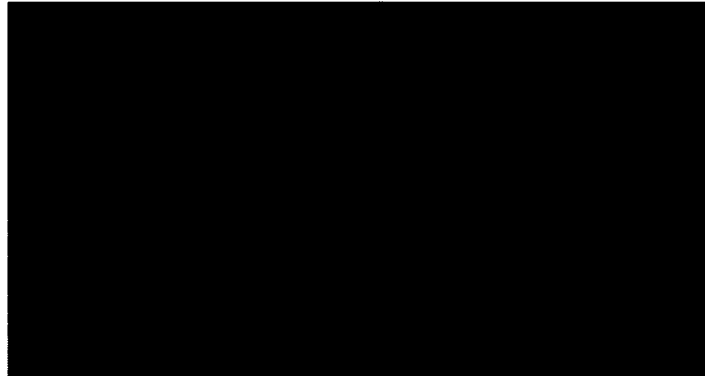


Figure 3: EY's future-back approach to helping clients define their operating model

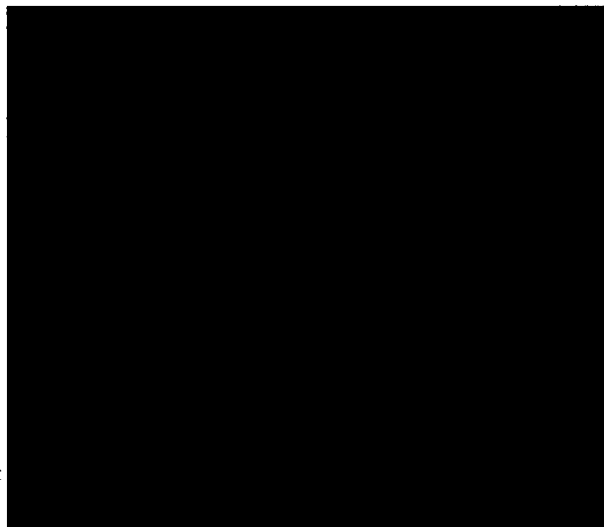


Figure 4: EY's management strategy to help organizations remain relevant in a disruptive environment

process models, organizational structure, technology infrastructure, operating locations, governance and performance metrics with benefits tracking to capture and maintain value over time (Figure 3).

With the relentless pace of technology change, government organizations are becoming more focused on innovation as a core part of their strategy: leaders must balance optimizing current operations with innovating for future services. As part of an overall management strategy, EY works with government organizations to create the right tools, processes and, most importantly, culture to drive breakthrough innovation. By linking strategic planning with future-back innovation techniques, our clients can secure their future relevance in a disruptive environment (Figure 4). Specific areas of focus include:

- Business model innovation
- Experience innovation (both customer and employee)
- Ecosystem innovation
- Digital innovation
- Process innovation
- Supply chain innovation
- Managerial innovation

In Forrester’s last report on the landscape of Innovation Consulting service providers, *The Forrester Wave: Innovation Consulting Services Providers, Q4 2018*, EY was rated #1 on both dimensions of strategy and current offering (Figure 5). In this report, Forrester commented “EY’s approach focuses on an end-to-end model from ideation to scale. One key element that differentiates EY’s innovation consulting offering is how it blends business, design, and advanced technology skills into collaborative teams...What stands out in terms of EY’s innovation consulting capabilities is this blend of diverse mindsets that is at the core of how breakthroughs are generated and accelerated through to scale.”

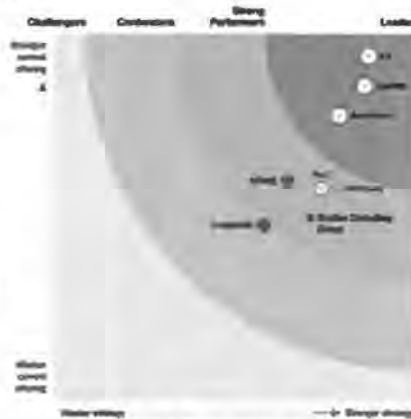


Figure 5: Forrester Wave: Innovation Consulting Services Providers, Q4 2018

2. Project management



Relevant experience - See projects 1, 2, 3, 4, 19, 20, 23, 26, 27, and 30 in Table 1.

EY’s Project Management (PM) approach centers on effective execution and risk management, with disciplined protocols for stakeholder communication, status updates, scope maintenance, escalation management, and knowledge sharing - all while maintaining an iterative and highly efficient approach to service delivery.

Our PM processes are used to initiate, plan, execute, monitor and control the execution of our services and close the project upon completion. Our toolkit leverages the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) global standards and complies with the Division of State Technology’s project management and oversight standard codified in Florida Administrative Rule 60GG-1: Florida Information Technology Project Management and Oversight.

For virtually every major initiative at the state level, multiple projects are created from an overarching program. Figure 6 below summarizes EY’s proven approach to keeping these types of complex initiatives on track. Based on our experience with large-scale transformation initiatives - including complex IT implementations and strategic change programs - we use this framework to provide a holistic view of project and program drivers, challenges, outcomes and benefits.

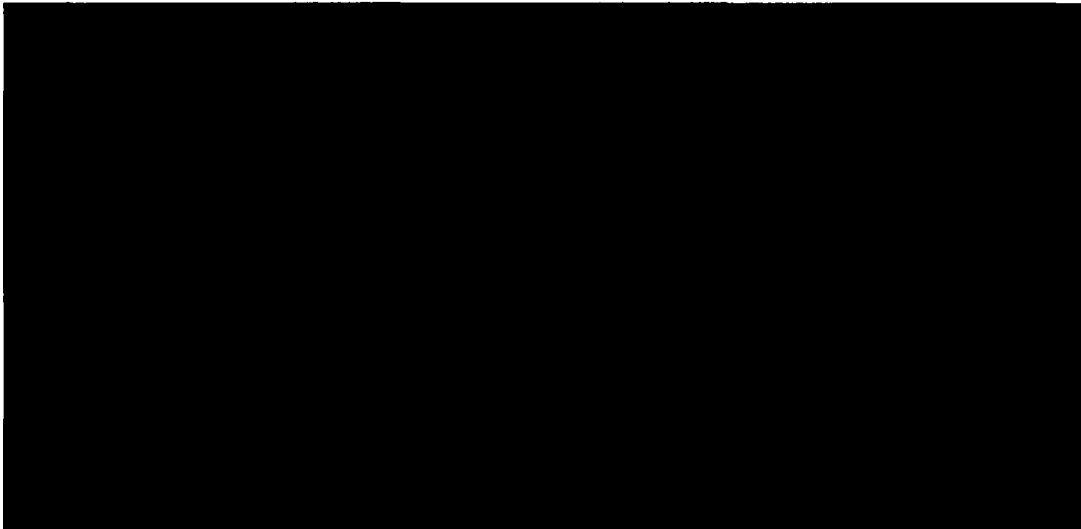


Figure 6: EY's proven project management approach



Beyond the core disciplines of project and program management, we frequently work with clients to drive overall project portfolio management (PPM) - that is, oversight of multiple projects that impact one another from a budgetary, resource, dependency or other perspective.

Figure 7: Sample PM work breakdown structure



EY has a dedicated team of PPM professionals who leverage industry-leading tools such as Microsoft PPM, which is built on the Microsoft SharePoint/Project Server foundation and provides exceptional capabilities across project data capture, project traceability and accountability, collaboration, reporting, and leadership decision-making based upon portfolio optimization techniques. Building on our standards, proven methods, our EY PPM consultants have worked across a wide range

Figure 8: EY's end-to-end capability-based PPM solution

of government and commercial organizations where our approach was tailored to the specific needs of the client, including alignment to Department-specific Capital Planning and Investment Control (CPIC) approaches and project management methodologies such as the Lifecycle Management Methodology (LMM).

3. Program research, planning, and evaluations



Relevant experience – See projects 5, 6, 8, 11, 15, 16, 17, 18 and 30. 18 in Table 1.

Through EY, the State of Florida has access to a wide range of professionals to support research, planning and evaluations across virtually any scale of program - including technology, finance, supply chain, construction, real estate, grants management, and organizational design. EY can provide the State with:

Research: benchmarking, including primary research and existing databases with standard process models and multi-dimensional reporting; EY and 3rd-party research databases; and EY advisors with access to our collective experience across thousands of projects

Planning: industry-leading project/program management tools, enablers and professionals; driver-based planning methods and tools to establish a clear link from strategy to execution; and lessons learned captured from other programs available through EY project accelerators

Evaluations: structured evaluation methodologies; holistic assessments of people, process and technology domains; and access to audit, forensics, fraud and other specialized domains in finance, technology and project/program management, where necessary

Space precludes providing an exhaustive list of EY's capabilities within this Service Category. However, we have summarized key areas that may be of specific relevance to the State of Florida given the current operating environment.

Cybersecurity

EY cybersecurity service offerings consist of five sub-competencies, each of which includes consulting and cyber-as-a-service offerings (Figure 9).

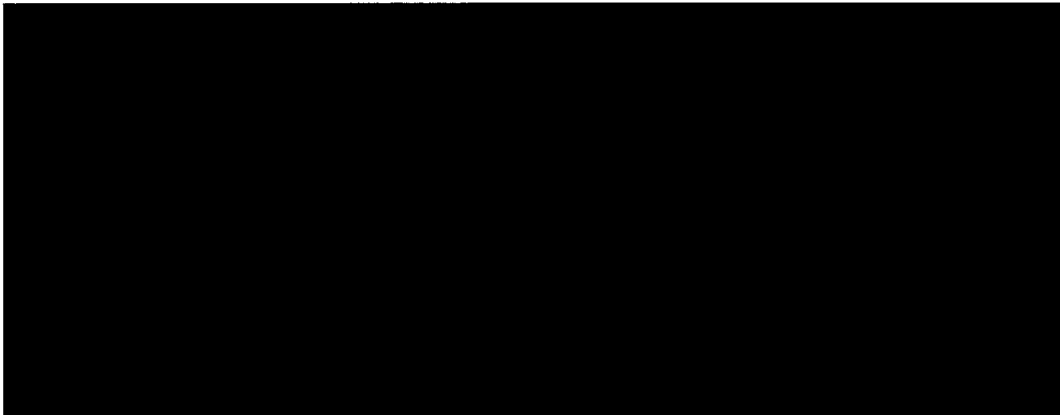


Figure 9: EY's cybersecurity service offerings across five sub-competencies

Florida law (F.S. 282.31) requires agencies to conduct, and update every three years, a comprehensive cyber maturity assessment or risk assessment.



EY has successfully used to assess and benchmark the cyber posture for hundreds of private and public-sector clients over the past few years.

Modeling and Analytics

EY's Data & Analytics practice applies modeling and analytics to drive actionable insights and advice into strategic and operational issues and decisions. Our modeling professionals provide robust quantitative analysis and evidence-based analytics to inform our clients' strategic and operational decision making. We employ proprietary tools and techniques to deliver predictive and descriptive analytics, including the use of financial modeling solutions to help clients understand the costs, benefits, uncertainties and risks of potential options and actions, and to enable more confident, strategic decisions and judgements around transformation, investments and capital allocation.

Rapid analysis of large databases can be key to the timely completion of important projects. Our professionals have extensive experience helping organizations analyze large amounts of data. When required, we employ interdisciplinary teams of data scientists, statisticians and economists who have academic as well as practical knowledge of economic modeling and data analytics techniques. We use a wide range of statistical techniques and tools to convert large data into meaningful insights for our clients. Some of the key statistical approaches that we routinely use are cluster analyses, multivariate factor analyses, ANOVA tests, econometric/regression models, as well as forecasting techniques using near-real-time data.

Our quantitative services include:

- Economic and fiscal impact analyses
- Tax policy development and analyses
- Revenue and expenditure projections and analyses
- Program evaluations
- Cost-benefit analyses
- Economic and market forecasts
- Predictive analytics
- Econometric analyses
- Location cost analyses
- Revenue estimates of tax proposals
- Public finance management
- Economic and revenue impacts of special or targeted tax provisions
- Macroeconomic modeling and impact analyses
- Tax and cost benchmarking

Economics and Statistics

Our [REDACTED] use the fundamental principles of economics to address our clients' needs in the areas of policy, regulation, economic impact and decision making - doing so through the combination of deep government sector knowledge and strong technical skills in economics, econometrics and evidence-based quantitative analysis. [REDACTED] providing comprehensive qualitative and quantitative research services - including program evaluation, policy analysis, statistical sampling, survey design and analysis, economic impact analysis, forecasting analysis, workforce analysis, data analytics, policy and regulatory evaluation - to public and private sector clients. Our multi-disciplinary capabilities allow us to analyze a range of complex issues in ways that inform technical and nontechnical audiences and enable data-driven recommendations. Our economists combine the latest economic research, data and quantitative methods to analyze the impacts of policy, programs, regulatory and economic changes at the global, national, state and local levels. We provide objective policy analyses that businesses, governments and institutions need to answer the tough questions related to decision-making.

4. Provision of studies, analyses, scenarios, and reports relating to a customer's mission-oriented business programs or initiatives

EY is not proposing to serve the State of Florida in this service category.

5. Executive/management coaching services



Relevant experience - See projects 9 and 14 in Table 1.

EY delivers coaching programs to the leaders we serve. The programs we create incorporate a broad set of principles for performance expectations tailored for the specific needs of government managers and executives. [REDACTED]

6. Customized training as needed to achieve a management consulting objective



Relevant experience - See projects 3, 9, 14, 23, 27 and 30 in Table 1.

[REDACTED] This approach results in higher employee satisfaction with the training delivered, greater adoption of new tools and skills after training is complete and, in turn, a much better return on investment in staff development. EY approaches training with the following key tenets in mind:

Listening and Engagement: We engage sponsors, project team members and other key stakeholders early and often to gain perspectives on "what will successful training look like" - as well as to build support and enthusiasm for the training to be delivered.

Delivery and Interaction: It is important to build training content with the end-user experience in mind ("how do I feel about what I am learning?"; "how will my work change?"; "what do I need to do differently?") while maintaining flexibility to accommodate changes in approach or direction that may require amendments to training content before it is delivered.

Content Retention: A relentless focus on managing, updating, incorporating and retaining the right knowledge, skills and procedures is needed to build training that enables employees to succeed in their work after training is delivered - while still being flexible to incorporate new knowledge where necessary (e.g., if training requires updates or remediation to confirm all participants are confident in their new skills).

[REDACTED]

EY's innovative digital training capabilities include:

Micro Learning or Agile Demos – delivered to users in small, specific bursts with tools such as Snagit Videos

Community Forums – organic, self-powered communities where users can answer questions and help solve problems, leveraging tools such as Bonfyre, which can be accessed on smartphones, tablets and PCs

Gamification – a powerful tool to build and deliver successful, high-impact trainings and assess results that focuses on interactivity and active learning (e.g., word puzzles, quizzes or other creative formats)

Quick Digital Guides – additional tools for building and delivering trainings that focuses on active learning (e.g., interactive PDF self-paced trainings and quick reference guides)

The most effective learning programs are those that consider the end-to-end stakeholder experience, as shown in Figure 10.

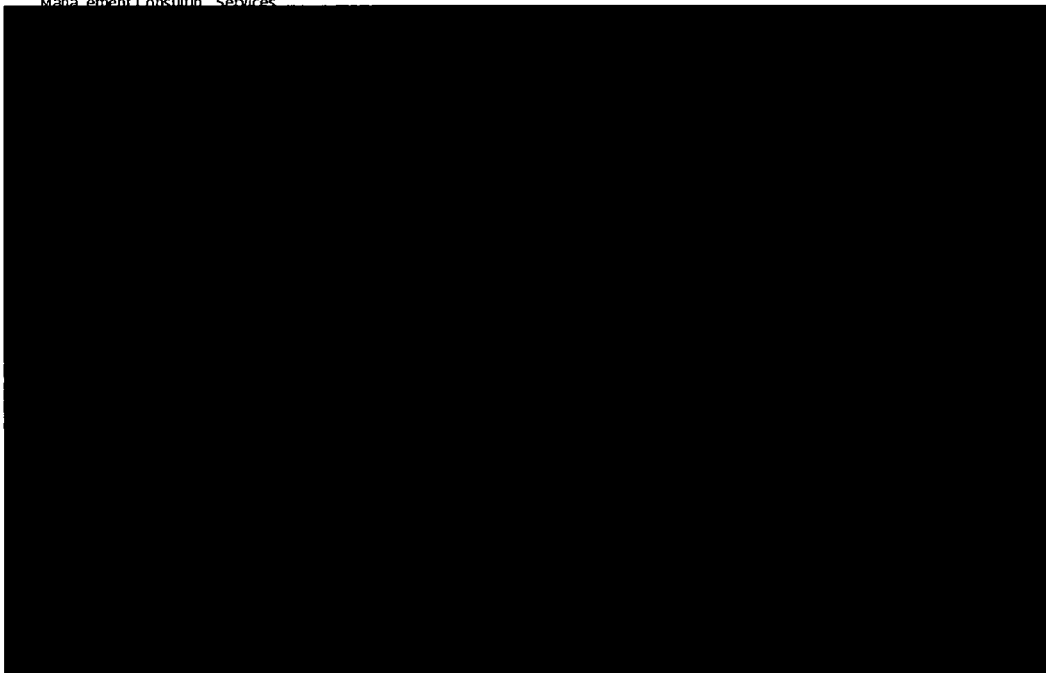


Figure 10: EY's process for developing training programs across the end-to-end stakeholder experience

7. Assistance with policy and regulation development



Relevant experience - See projects 10 and 12 in Table 1.

Fast-moving policy developments in today's dynamic political and regulatory environment create potential opportunities and risks. EY engages in the policy process as part of our efforts to promote transparency, serve the public interest, foster trust in markets and help build a better working world. We provide insights and perspectives on a range of issues relevant to the public interest, including consumer privacy, healthcare, financial controls, tax policy, technology strategy, workforce, and many others. Additionally, we employ former policymakers, senior government executives, and those who have served as department heads within government agencies who closely monitor government trends through a variety of networks to make certain we deliver current, relevant advice to our clients.

EY also has deep experience across the range of program evaluation and economic impact measurement that is key to the development of policies and regulations. We analyze the potential impacts of existing and new policies and programs to help inform decision-making:

- With program evaluation, we help answer questions such as: what is the significance or the merit of the program? How is it impacting, or will it impact potential outcomes? How can you improve the standards that can lead to quality improvements? What are the areas that are thriving vs. struggling?
- With policy analysis, we help answer questions such as: How will the new policy affect my agency? What impact will it have on my strategy, operations, compliance and reporting obligations? What changes do I need to implement now in order to be compliant with the new policy? Can I proceed with my current

strategy given the existing policy and regulatory environment? Is the strategy aligned with policy or in potential violation of the policy?

Our specialized QUEST consultants conduct economic impact studies that typically include estimates of the

We also have extensive experience working with publicly available data sources to supplement any client data, as well as experience with spatial databases and analyses at the census tract and block group level using software such as ArcGIS and R. Our background in these kinds of analyses can be applied to various policy, programmatic and regulatory issues. Our teams use quantitative software programs – including STATA, SAS, R, SPSS and Python – to extract, transform and structure data from various sources and to prepare valid data structures that are necessary for economic modeling.

Surveys are also a key component of policy and regulatory design efforts, and

We conduct hundreds of surveys every year on a wide range of topics for diverse organizations throughout the world. Our team has led all aspects of survey projects, from the planning and design phase, through the deployment of surveys and analysis of responses. When necessary we incorporate sophisticated statistical sampling methodologies (e.g., random sampling, stratified sampling, stratified random sampling, systematic sampling, multiphase sampling, multistage sampling, cluster sampling and convenience sampling) to facilitate the collection of survey data in a valid and reliable manner as well as policy evaluation.

8. Assistance with process and productivity improvement



Relevant experience - See projects 1, 3, 4, 6, 19, 20, 21, 23, 24, 25, 26, 27 and 28 in Table 1.

EY has deep experience in process and productivity improvement efforts across thousands of projects. We bring a deep bench of personnel with relevant experience in process improvement techniques, including:

Methods - Including Lean, Six Sigma, Kaizen and Business Process Reengineering

Tools - including process benchmarking that allows relevant and high-impact comparisons across organizations to identify potential performance gaps, and a repository of standard process models with related information including risks and controls, key performance indicators (KPIs) and maturity models

Supporting technologies - including RPA and digital workflow platforms (such as Pega and ServiceNow)

Based on our many years supporting both government and commercial organizations, EY brings a disciplined approach to support process improvement programs to drive successful results and return on investment (ROI). Key components of our approach include:

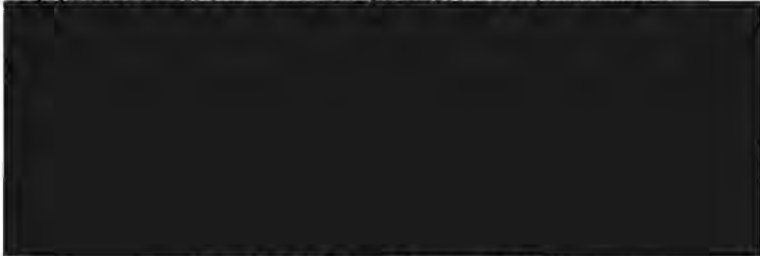
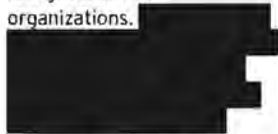
Rapid Improvement Event (RIE): A successful process improvement program that balances both speed and benefits; some projects need to be completed rapidly in order to support cost savings within a fiscal year, achieve milestones for a broader corrective action plan, and/or build organizational momentum behind change. The use of RIEs is a leading practice for organizations seeking to create speed in the organization, drive results and generate faster benefits.

Focus on sustainability: EY focuses on delivering real change with ongoing communication, training and knowledge transfer to promote a successful, sustainable process improvement program. We help clients to develop self-funding improvement models to achieve continuous, ongoing process improvement over time.

Structured Improvement methodology: We leverage an overarching Identify, Diagnose, Design, Deliver and Sustain (IDDDS) process improvement methodology based upon the American Society for Quality (ASQ) Body of Knowledge (BOK).

Measurable results: We establish clear, quantitative baselines in both outcome and process metrics during project identification. Regular reporting within and across initiatives helps focus management energy on the areas that will deliver the greatest benefit, as well as communicate success across the organization.

Intelligent automation (IA) continues to accelerate in the market as an approach to drive process automation and efficiencies. EY is viewed by independent analysts and rating agencies as an IA leader. We have delivered IA services on over 1,000 client engagements for some of the world's largest and most complex commercial and government organizations.



Lead by example: EY is one of the largest global RPA users with 1,000+ RPA bots working on our own internal processes and 2,000,000+ annual

hours saved through automation, making us one of the largest users of RPA globally. We also have virtual agents as well as machine learning (ML) and natural language processing (NLP) applications in production.

Transformation vs. automation: Our focus is on IA-led transformation rather than just automation. Our approach is to train subject matter resources in every major function to bring clients a holistic solution.

Global delivery network: More than 3,000+ dedicated IA professionals around the world to serve local and global clients.

IP and functional assets: We maintain a library of real-time functional assets integrating RPA and other technologies (bot library) that can be leveraged to accelerate solution delivery.

Vendor agnostic: We maintain relationships with top IA vendors including product direction and training as well as strategy, collaboration and joint solution development.

Proven methodology and enablers: Our professionals leverage a common methodology and templates to aid team development and accelerate engagements.

Our IA experience spans remote desktop automation to artificial intelligence and covers a multitude of functional areas. We are a preferred provider for the major RPA software companies - including being the first and only professional services firm to achieve Platinum certification from Blue Prism, a leading RPA software vendor. Our experience includes navigating IA software options in the market and implementing projects across all major vendor platforms. As a result, we have an extensive set of use cases and project tools that accelerate project delivery.

9. Expert witness services in support of litigation, claims, or other formal cases relating to management consulting

EY is not proposing to serve the State of Florida in this service category.

10. Advisory and assistance services relating to a customer's mission-oriented business programs or initiatives



Relevant experience - See projects 2, 3, 4, 6, 7, 12, 13, 15, 17, 18, 19, 20, 22, 23, 24, 26, 27 and 30 in Table 1.

There is a broad array of advisory and assistance services required for mission-oriented programs and initiatives, including strategy, technology, process, risk and people consulting. As one of the largest professional services organizations, EY brings the depth and breadth of capabilities, talent and experience

across thousands of programs for government and Fortune 500 clients to assist the State of Florida with its current and future mission challenges.

Our capabilities in specific areas to support mission-oriented business programs or initiatives – such as strategy, project management, process improvement, technology integration, and others – are detailed in other sections of this proposal. Please reference the projects listed above that are detailed in Table 1 providing representative examples of our experience in this area across a range of agencies, missions, and requirements.

11. Systems alignment and consolidation



Relevant experience - See projects 2, 6, 9, 14, 19, 20, 23, 24, 29 and 30 in Table 1.

The sphere of digital technologies impacting state and local governments today – including mobile, analytics, machine learning and cloud – is rapidly expanding to create new employee and citizen experiences, fundamentally changing how organizations work and interact. Realizing the full impact of the digital world across the government workforce is critical to drive sustainable performance. EY's Technology Consulting practice provides a full range of services to assist the State with technology transformation (Figure 12). Space limitations preclude an exhaustive discussion of our technology capabilities, but highlights include:

Technology Solution Delivery – We provide a full range of systems implementation and integration capabilities supporting packaged software deployment (cloud and on-premise). With our firm's heritage in financial processes, we are a global leader in enterprise resource planning (ERP) services throughout the full lifecycle of tasks needed to sustain these complex programs. EY has global integrated practice domains that develop and integrate the latest ERP-in-cloud capabilities.

Technology Transformation – We work with our government clients to design their overarching technology and process architecture in support of their strategic objectives, to drive flexibility, reliability and cost-effectiveness over the long-term. EY has the architectural experience spanning business model, process model, applications and infrastructure that is needed to evaluate complex IT landscapes and develop road maps to new digital and cloud architectures. Our work with FDOT is an example of this.

Data and analytics – Our experience includes massive data analytics programs with complex security requirements for clients such as the [REDACTED]. We help government clients progress their analytics capabilities across the data fabric (collecting and accessing the right data), data tools (turning data into information), and data culture (collaborating and using the right information). We have extensive capabilities in every aspect of large-scale analytics, including cloud/hybrid architectures; data ingestion; data management and curation; big-data foundations; data virtualization; application programming interface (API) gateway services; and a wide range of front-end products for navigation, data science and visualization. Our work in Hillsborough County is an example of this.

Digital and Emerging Technology – EY provides design, engineering, integration and architectural capabilities to activate the latest digital agenda and emerging technology adoption, including cloud migration, mobile apps, artificial intelligence, and blockchain. Our work with the SBA is an example of this.



Figure 12: EY's broad range of technology consulting services

Cybersecurity – EY’s capabilities include next-generation cybersecurity operations and response, identity and access management, and cyber breach response services. Our work with FLVS, HSMV, FSU, FDLE and DFS are examples of this.

Given the rapid pace of technology innovation, and the complexity associated with legacy systems and architectures, many clients are increasingly looking to “low-code” options to improve business processes and create a better end-user experience. The term low-code is used to describe technology development platforms that are easy-to-use and configure, enabling application development across a broader range of personnel and leveraging leading practices with reusable components. Effective use of low-code tools and techniques can radically compress the effort and time required to deliver process improvement versus traditional software development and configuration methods. EY has deep experience across a range of low-code platforms, including industry leaders such as Pega, ServiceNow, and Microsoft PowerApps and Dynamics.

EY also provides robust communications and change management capabilities to support systems alignment and consolidation efforts. In our experience across a wide range of technology deployments, the reason most technology projects fail to meet their objectives is not due to technical limitations of the system; rather, it is due to breakdowns in effective communication (e.g., requirements gathering, key timelines, program rationale) or change management (e.g., training, work migration, unexpected use cases). EY’s dedicated People Advisory Services practice provides proven methods to assist clients with complex technology transformation efforts.

12. Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs



Relevant experience - See projects 4, 7 and 20 in Table 1.

EY has substantial experience assisting Florida state, local and not-for-profit organizations with grant management efforts. We have been working with Florida entities and the State of Florida for the past four years on Grants Management, including the requirements imposed by FEMA, HUD and the state agencies overseeing these programs, as well as federal laws and regulations governing the receipt and disbursement of funds including COVID-19 and the related CARES ACT. Because of the complex financial and operational requirements associated with disaster recovery grants, it is important to have a combination of audit, project management, and process controls expertise to drive the right levels of efficiency and effectiveness. EY seamlessly integrates professionals from across our practice areas to provide clients with the right mix of experience, knowledge and personnel to provide comprehensive grant management services as highlighted with the following:

- We have assisted clients with recovering more than \$18 billion of funding from FEMA, HUD and insurance as a result of damage from some of the largest recent disasters, including over \$800 million in funding for Florida based entities for Hurricane Matthew, Hurricane Irma, Hurricane Michael and Hurricane Dorian.

- We have extensive experience working with the Stafford Act, 44 Code of Federal Regulations (CFR), federal acquisition regulations, FEMA guidelines, Office of Management and Budget (OMB) Circulars (2 CFR), as well as practical experience in Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Community Development Block Grant-Disaster Recovery, and other disaster programs administered by FEMA, HUD and other agencies.

Our team includes professionals with current and previous experience assisting hundreds of grant subrecipients, including:

- A former FEMA Administrator and Florida Emergency Management Director

- The first Senate-confirmed Inspector General for DHS

- A former Assistant Inspector General of DHS for Emergency Management and Oversight, as well as the former Chief Financial Officer for FEMA

- A former FEMA Regional Recovery Director

Our approach to grants management is designed to obtain funding in the most cost-efficient manner while mitigating the risk of de-obligation. Our process can be tailored to meet the specific needs associated with each grant program being addressed. No other management consulting or accounting firm can match EY's depth of specific experience and breadth of grants management resources (Figure 13).

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ▶ Stafford Act ▶ 44 CFR ▶ OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133 (all now incorporated in 2 CFR part 200) ▶ Sandy Recovery Improvement Act of 2013 Including Alternative Procedures for debris removal and permanent work ▶ Grants Management, Financial Management, Internal Controls ▶ Disaster programs administered by FEMA, HUD and FHWA ▶ Federal & State Cash Management ▶ Insurance Claims Recovery ▶ FEMA's new PA delivery model, including Grants Manager and Grants Portal tools | <ul style="list-style-type: none"> ▶ CARES ACT ▶ FEMA & HUD policies, practices and guidelines ▶ Florida Disaster Recovery regulations and guidelines ▶ FEMA's PA Alternate Procedures for Direct Administrative Costs ▶ HUD's Community Development Block Grant - Disaster Recovery program ▶ Federal Acquisition Regulations ▶ E-grants management systems (MB-3, EMME, DRGR) ▶ Cost Estimating Format and RS Means ▶ Single Audits in accordance with OMB Circular A-133 ▶ Community Disaster Loans ▶ FEMA Grants Portal ▶ Disaster Recovery Reform Act (DRRA) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Figure 13: EY's grants management knowledge and experience

Our commitment to innovation and excellence

Analyst and third-party recognition

As one of the world's largest professional services organizations, EY is committed to innovation and excellence across every dimension of our business. Our purpose is to build a better working world for our clients, our people, and our communities. We are proud of the recognition that we have received from independent third parties (Figure 14) that confirm this commitment and help us hire and retain the very best talent in the market - talent that we can provide to the State of Florida in support of your biggest challenges.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>No. 1 Professional Services Employer for the fourth consecutive year in a row - Univsum's World's Most Attractive Employers annual survey (2019)</p> |  <p>World's Best Workplaces - Great Place to Work® Institute (2019), Highest of all management consulting firms and "Big 4" firms</p> |
|  <p>"Magic Quadrant" for Data and Analytics Service Providers - Gartner (2020)</p> |  <p>Market Leader in Americas Business Consulting Services - IDC (2019)</p> |
|  <p>Leader for Global Digital Business Transformation Accelerators - Forrester (2019)</p> |  <p>Market leader for Business Strategy & Planning Consulting - ALM Intelligence (2019)</p> |
|  <p>Best Companies to Work For - Fortune (2020), 2nd highest of all professional services firms, and highest of all management consulting firms and "Big 4" firms</p> |  <p>Best Workplaces In Consulting & Professional Services - Great Place to Work® Institute (2020), 2nd highest of all firms, and highest of all management consulting firms and "Big 4" firms</p> |

Figure 14: Select recent recognition EY has received from independent third parties

Innovation

Management consulting services ecosystems are always evolving, based upon client needs and the rapid pace of innovation driving new strategies, technologies, processes and organizational requirements. EY is committed to consulting innovation so we can be a trusted advisor to the State of Florida for years to come. EY regularly publishes thought leadership on emerging innovations and megatrends that will present future challenges and opportunities for governments, such as blockchain, artificial intelligence, digital government, cloud transformation, the internet of things, robotics and automation, and many more (Figure 15). EY brings an understanding of these emerging technologies and their practical application, providing access to advisors with the latest thinking on how these technologies are reshaping the governmental environment. Combined with our alliance partnerships and on-going research, these insights accelerate strategy development and implementation.



Figure 15: Select EY thought leadership on emerging innovations and megatrends

Alliance relationships

In addition to our organic delivery capabilities, EY also works across the full ecosystem of technology enablers with key alliance relationships to provide our government clients with the latest thinking on key platforms and new innovations. A sample of these alliance relationships are highlighted below (Figure 16). Our alliances help us respond to the State's most complex business challenges by:



Figure 16: Representative sample of EY's alliance relationships

- Co-innovating and co-developing services that can offer substantive value and differentiation
- Gaining early and preferential access to product releases and specialized skills to help the State quickly innovate and resolve challenging issues
- Extending our reach and scale to offer comprehensive and innovative solutions around emerging trends
- Influencing product direction to create opportunities to improve business outcomes in future objectives

Diversity and inclusiveness

Diversity and inclusiveness (D&I) are about creating an environment where all people are and feel valued, and where differences are embraced and leveraged to achieve better business results. Real, sustainable D&I progress requires more than talk: it requires a culture that drives continuous improvement and measurable outcomes. EY is proud to be consistently recognized by our own employees and by reputable third-parties as one of the top places to work for people of all backgrounds and identities (Figure 17).

Exhibit A
State of Florida Contract



Best Workplaces for Diversity
- Great Place to Work® Institute (2019)



Top 50 Hall of Fame
- DiversityInc (2018-2020)

Figure 17: EY's recent D&I recognition

At EY, our differences help us achieve better business results, creating an environment where all people are valued. D&I principles are embedded in all our business processes - recruiting and onboarding, experiences and assignments, career management, recognition and performance management - and we bring these values to our clients. Our focus on D&I is integral to how we serve our clients, develop our people, and play a leadership role in our communities.

EY wavespace



As the pace of change and digital disruption increases, government agencies need new ways of designing programs that are current, relevant and achievable. Traditional design methods can take too long, reside within organizational silos that prevent collaboration, and deliver results that do not live up to customer expectations. Through the EY wavespace approach, organizations find that their teams can accomplish in a few weeks what would traditionally take several months, developing unified strategic programs that include

functions such as work plans, project budget analysis, team structures and a digital transformation road map.

The EY wavespace approach applies a proven mix of method, technology, and a purposely designed physical environment to inspire a creative approach to problem-solving - helping clients find answers to their biggest questions. At the heart of wavespace is EY's global network and our wavespace environments, thoughtfully architected to activate opportunities and break down challenges with a total focus on goals and outcomes. By curating talent and designing activities to generate alignment and imagination, wavespace helps to align, activate and move seamlessly into delivery, with less resistance.

We can host wavespaces at any of the designated hubs in our global network - including our Miami wavespace opened in April 2019 - or as a pop-up at a client location. We can even embed wavespace within a client's own organization as an internal innovation and transformation capability. When needed, wavespace sessions can be performed 100% virtually using a digital collaboration platform. For example, due to the current COVID-19 travel restrictions and stay-at-home orders in place, we recently held several virtual wavespace sessions and workshops for FDOT to accelerate leadership alignment and brainstorm various ways FDOT can support a culture of innovation throughout the State of Florida, leveraging collaboration tools including Microsoft Teams and Mural which are designed to accelerate real-time information sharing and takeaway documentation.

EY's Service Delivery Centers

The use of centralized delivery centers has transitioned from a new way of working to a standard delivery model for both projects and ongoing operations. Delivery centers provide concentrated experience in key process and technology domains, including access to top talent and capabilities in areas such as cybersecurity, application configuration and testing, and process automation. EY maintains a network of service delivery centers across the US, including our Jacksonville location with over 350 employees who help clients manage risk, drive cost savings and streamline business processes. The EY Jacksonville service delivery center is part of our broader investment in State of Florida communities, drawing from Florida universities and local market talent to provide the highly qualified resources to our clients.

Our team to serve Florida

The State of Florida is a longstanding key client for EY, and we have a dedicated team of practitioners focused exclusively on serving you. Our Tallahassee office serves as the hub for our State of Florida team, in addition to our management consulting professionals located in our Boca Raton, Jacksonville, Miami, Orlando and Tampa offices. Based on project needs, we also draw across our US practice with locations in virtually every major city across the country to provide the top talent to support the State. Per your RFP instructions, we have uploaded resumes as a separate attachment. These resumes represent a subset of our planned team to serve the State of Florida, including our Tallahassee office leadership who are dedicated to your needs.

EY | Assurance | Tax | Transactions | Advisory

About EY

EY is a global leader in assurance, tax, transaction and advisory services. The insights and quality services we deliver help build trust and confidence in the capital markets and in economies the world over. We develop outstanding leaders who learn to deliver on our promises to all of our stakeholders, in so doing, we play a critical role in building a better working world for our people, for our clients and for our communities.

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Exhibit A
State of Florida Contract

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Ernst & Young U.S. LLP has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. a) Services:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.
- Assistance with process and productivity improvement.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

| | | | |
|------------------|--------------------------------|---------------------------------------------------|--|
| Contract Name: | Management Consulting Services | | |
| Contract Number: | 80101500-20-1 | | |
| Contractor Name: | Ernst & Young U.S. LLP | | |
| FEIN: | 34-6565596 | *** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION *** | |
| Website: | www.ey.com | | |

Customer Contact

Contact for sales information, ordering, and billing questions.

| | | | |
|----------|---------------------|------|--|
| Name: | Lauren Engel | | |
| Email: | lauren.Engel@ey.com | | |
| Phone: | 727-667-3993 | ext. | |
| Address: | 210 E. College Ave | | |
| City: | Tallahassee | | |
| State: | FL | | |
| ZIP: | 32301 | +4: | |

Contract Administrator

Contact for escalated customer needs.

| | | | |
|----------|----------------------|------|--|
| Name: | Samuel Hughes | | |
| Email: | Samuel.Hughes@ey.com | | |
| Phone: | 818-455-5108 | ext. | |
| Address: | 210 E. College Ave. | | |
| City: | Tallahassee | | |
| State: | FL | | |
| ZIP: | 32301 | +4: | |

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: ERNST & YOUNG U.S. LLP

Respondent Federal Employer Identification Number (FEIN #): 346565596

Authorized Signature:



Print Name: Ken Thomas

Title: Florida Government & Public Sector Leader

Date: April 3, 2020

**Contract Attachment G
Subcontracting**

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES NO (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise Yes No

W-9 verification: Yes No

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

EXHIBIT B
SPECIAL CONDITIONS AND DETAILED SPECIFICATIONS

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.

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 of review and assistance to be set by County.

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.

SPECIAL CONDITIONS

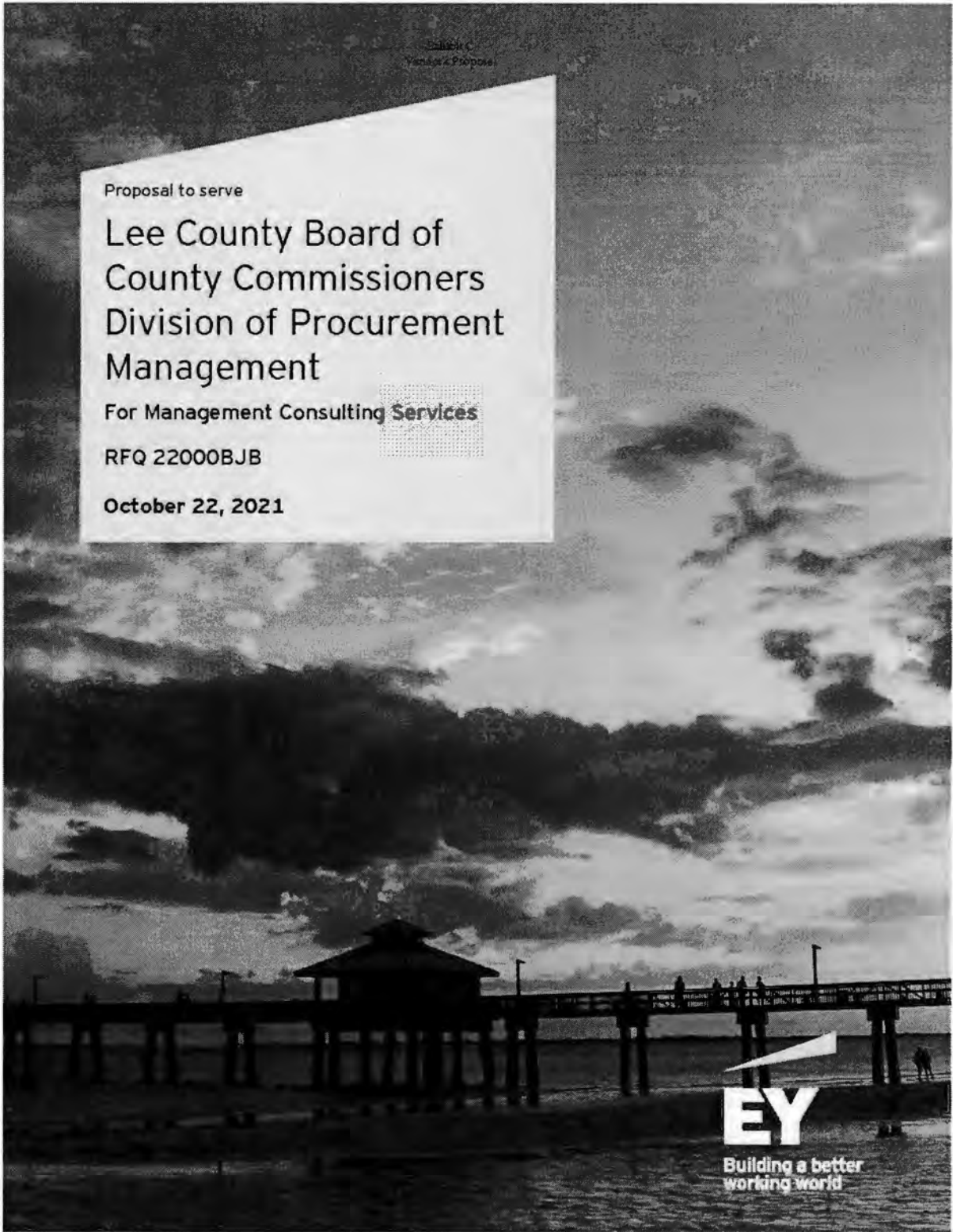
I. Lee County will be utilizing the Department of Management Services State Term Contract 8010150020-1 for Management Consulting Services.

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 of 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 and Detailed Scope of Work

EXHIBIT C
VENDOR'S PROPOSAL



Subject:
Yacht & Propeller

Proposal to serve

Lee County Board of
County Commissioners
Division of Procurement
Management

For Management Consulting **Services**

RFQ 22000BJB

October 22, 2021

EY
Building a better
working world



Ernst & Young LLP
210 East College Avenue
Tallahassee, FL 32301

Exhibit C
Vendor's Proposal Tel: (850) 404-5000
ey.com

Lindsay Cepero, CPP0, CPPB, Procurement Manager
Brian Boehs, Procurement Analyst
Office of the Procurement Management Director
2115 Second Street, 1st Floor
Fort Meyers, Florida 33901

October 22, 2021

Re: Request for Qualifications for Management Consulting Services, RFQ220007BJB

Dear Lindsay and Brian,

Ernst & Young LLP (EY) appreciates the opportunity to respond to the Lee County's request for Management Consulting Services to assist with administering the \$149,675,549 in American Rescue Plan Act (ARPA) funding it received. We are excited about the prospect of leveraging our proven team and methodologies to support the County with its ARPA compliance, reporting, sub-recipient oversight and other aspects of ARPA grants administration.

EY is a private limited liability partnership who has been in business in the US for more than 100 years. While our roots date back to the early 1900s, our current US firm was formed on July 1, 1989. Today we stand as a leader in consulting and advisory services to both the private and public sectors and offer our public sector clients a complete portfolio of services spanning the life cycle of stimulus funding deployment, including funding strategy, program design and accountability, implementation, and ongoing support.

We are confident EY is best positioned to serve as your trusted advisor for ARPA funding assistance, and we stand ready to help you make the important near-term decisions that will maximize your long-term opportunities. In fact, we offer:

Broad and deep American Rescue Plan Act (ARPA) knowledge. EY will provide the County a team of professionals well-versed in helping counties like yours navigate the current regulations related to ARPA and other applicable funding sources and regulations. We are currently engaged with over 100 public entity clients across 32 states for similar initiatives: including many county and local governments here in Florida. The help we provide includes assistance with ARPA, CARES Act Coronavirus Relief Fund (CRF) funding assistance, and Federal Emergency Management Agency (FEMA) Public Assistance (PA). We also have a dedicated Legislative Interpretation Team (LIT) we can leverage to assist you. That team is exclusively focused on:

- Helping understand and interpret the regulatory and reporting requirements for ARPA, the CARES Act and other relevant programs

- Monitoring potential future stimulus legislation to surface additional opportunities for clients

- Obtaining and leveraging real-time information from state and local governments across the country to share leading practices

Commitment to and Information Sharing Across Florida. EY is the oldest licensed accounting and consulting firm in Florida, with six office locations, including our office in Tallahassee, which has exclusively served Florida State agencies and local governments for more than 30 years

- EY has served Florida governments as strategic financial municipal advisor for years now, providing strategic and financial advisory support including complex projects and cash flow modeling support during COVID

Ernst & Young LLP is an Equal Opportunity Employer



We have also built strong relationships through our directly applicable work with Hillsborough, Seminole, Lake, Leon, and Manatee counties and will leverage this experience to support Lee County for your efforts as well

Experienced professionals, on demand. EY provides experienced subject matter resources (SMRs) in relevant fields, including professionals for grant management, data analytics, and compliance monitoring, including:

- CPAs, forensic accountants, and compliance advisors well-versed in ARPA, CARES and other federal grant programs

- Former FEMA administrator, a former FEMA Chief Financial Officer and Assistant Inspector General of US DHS for Emergency Management and Oversight, and the former FEMA Region VI Recovery Division Director

Our SMRs have a wide range of client experience in local government grants administration - including ARPA funding compliance, reporting, and sub-recipient monitoring, risk assessment and reviews - and understand federal requirements including de-obligation aspects of funding and how to assist the County in mitigating related risks

As EY's proposed Project Leader, I will serve as your primary point of contact for this RFO and our subsequent work - should we be fortunate enough to win your business. I thank you for considering EY and have provided my direct contact information below should you have any questions regarding any aspect of our proposal.

Sincerely,

Barb Lambert
Project Leader
barb.lambert@ey.com
(202) 327-7632

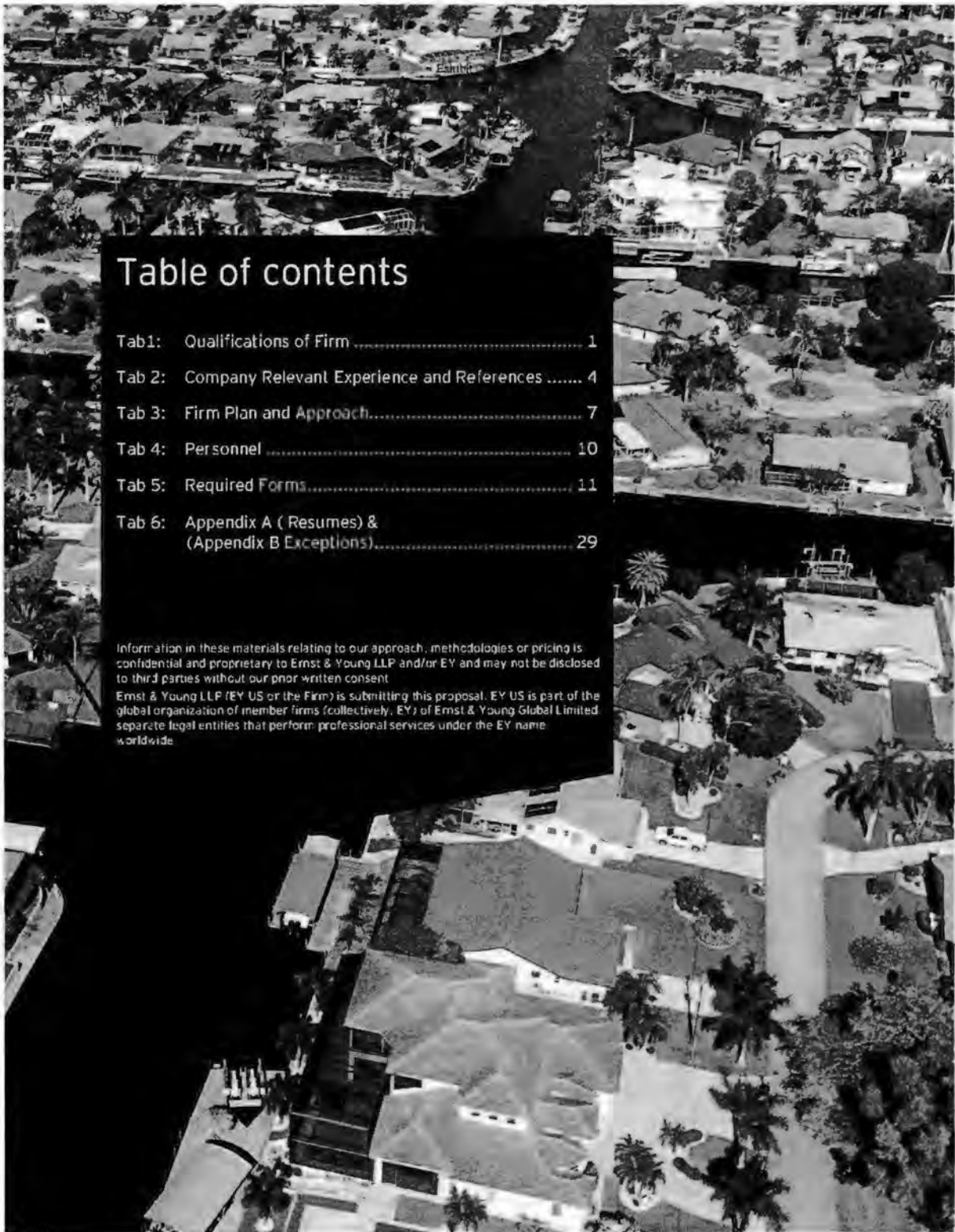


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Information in these materials relating to our approach, methodologies or pricing is confidential and proprietary to Ernst & Young LLP and/or EY and may not be disclosed to third parties without our prior written consent.

Ernst & Young LLP (EY US or the Firm) is submitting this proposal. EY US is part of the global organization of member firms (collectively, EY) of Ernst & Young Global Limited separate legal entities that perform professional services under the EY name worldwide.

Tab 1: Qualifications of Firm

Exhibit C
Vendor's Proposal



Tab1: 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.

Ernst & Young is known as one of the world's leading financial auditing and consulting firms. Within the broad portfolio of professional services we offer, have a dedicated Insurance & Federal Claims Services practice. This practice is primarily focused on assisting government, nonprofit and corporate entities prepare for and expedite financial recovery and mitigation after catastrophic loss through the U.S. Department of Treasury, Federal Emergency Management Agency (FEMA), U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program, U.S. Department of Health & Human Services (HHS), the U.S. Environmental Protection Agency (EPA), Federal Highway Administration (FHWA), and other federal disaster grant programs and insurance claims. Our practitioners leverage both their experience in financial oversight and their deep knowledge of federal grant programs, including the Coronavirus Relief Fund (CRF) and the American Rescue Plan (ARPA), to assist clients in identifying the financial recovery and mitigation options available to them, applying for and using Federal funding, and mitigating the risk of de-obligation of funds and fraud, waste and abuse by complying with all associated legal, regulatory, and programmatic requirements.

Within this practice is a deep bench of experienced emergency management professionals adept at assisting clients to prepare for and recover quickly by applying proven methodologies in disaster financial management. We have assisted clients with the administration and recoupment of funds from Treasury, FEMA, HUD, HHS, FHWA, insurance and other grant sources following numerous disasters - and we understand how these and other sources of funding interplay with one another. Our professionals provide clients with decades of emergency management and disaster recovery experience, along with established processes, methodologies, and technology to assist organizations in managing the financial function of large disaster recovery and mitigation programs, assemble claims efficiently, and achieve their goals. Members of our team include a unique combination of former DHS OIG, FEMA and other federal, state, and local senior executives.

Additionally, we have a dedicated team of investigators, forensic accountants, and compliance, government contract, and technology professionals that help organizations prevent, detect and remediate compliance risks - including the risks for fraud, waste and abuse in connection with ARPA funding - and comply with relevant regulations. Using advanced forensic technologies, we can quickly gather facts and evidence to assess the extent of the issue, perform risk assessments, and tailor compliance programs to help prevent and respond to the risks of de-obligation of ARPA and other federal grant program funds. Our team includes data analytics and government contracts specialists who provide data analytics driven solutions to better manage the risks associated with government contracting, including (but not limited to) Davis Bacon Act and Service Contract Act compliance.

While EY's corporate structure does not qualify as a small business or diversity supplier, we are a proud supporter of, and active member in, many organizations accelerating the growth of diverse businesses around the world. We would be excited to provide details, if requested.

Why EY?

Our clients have told us time and time again they choose EY to support their efforts due to the unique insights we bring and the lasting impact we create. Our approach provides our clients a comprehensive and cohesive view of the issues and solutions, drawing across many experiences and viewpoints. These differentiators tell the story of the service you can expect from the EY team:

- We have more than 20 years of experience supporting local, state, and federal governments through crisis response and recovery, including assisting with the recovery of over \$40b in federal grants

- As a large firm, we can scale our resources as necessary for your evolving needs

- Our firm is currently assisting with over 100 COVID-19 funding engagements in 32 states - including county governments here in Florida - and we leverage the broad base of knowledge from these projects to provide you current and practical guidance on leading practices in the field

Exhibit C
 Vendor's Proposal

EY has served Florida State agencies and local governments for more than 30 years via six offices and 1,800+ professionals throughout the state. We are already working with several Florida counties and other local governments where we have provided similar services to those Lee County is requesting (as further described below). Below is a representation of our recent or current county and city clients:

| Florida | Nationwide | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ▸ City of Ft. Lauderdale, FL ▸ City of Jacksonville, FL ▸ City of Orlando, FL ▸ City of Miami, FL ▸ Jacksonville Electrical Authority ▸ Jacksonville Airport Authority ▸ Lake County, FL ▸ Leon County, FL ▸ Hillsborough County, FL ▸ Manatee County, FL ▸ Miami-Dade County, FL ▸ Reedy Creek Improvement District, FL ▸ Seminole County, FL ▸ Tampa Bay Water, FL | <ul style="list-style-type: none"> ▸ City of Inglewood, CA ▸ City of Los Angeles, CA ▸ City of Sacramento, CA ▸ City of San Jose, CA ▸ Los Angeles County, CA ▸ San Diego County, CA ▸ Santa Barbara County, CA ▸ Ventura County, CA ▸ Clayton County, GA ▸ Fulton County, GA ▸ Gwinnett County, GA ▸ City of Chicago: <ul style="list-style-type: none"> ▸ Chicago Housing Authority ▸ Chicago Transit Authority ▸ Dekalb County, IL ▸ City of Boston, MA ▸ City of Baltimore, MD ▸ Prince Georges County, MD ▸ City of Detroit, MI ▸ City of Flint, MI ▸ Detroit Public Schools | <ul style="list-style-type: none"> ▸ Wayne County, MI ▸ Bergen County, NJ ▸ City of Middleton, NY ▸ City of New York, NY New York City: <ul style="list-style-type: none"> ▸ Economic Development Corporation ▸ Housing Development Corporation ▸ Housing Authority ▸ County of Suffolk ▸ Suffolk County, NY ▸ City of Charlotte, NC ▸ Orange County Schools ▸ City of Cleveland OH ▸ Public School District, Columbus, OH ▸ City of Knox, TN ▸ City of Memphis, TN ▸ City of Austin, TX |

We have a thorough understanding of and experience implementing federal guidance that may be applied to ARPA, including but not limited to, the Uniform Guidance (2 CFR), the Stafford Act, 44 CFR, FEMA guidelines, Federal Acquisition Regulations (FAR) compliance and other

We have a proven methodology of tracking, capturing and documenting program costs to prepare for project submissions, reporting and regulatory inquiry - this approach is designed to maximize reimbursement opportunity while minimizing downstream issues and risk exposure

Our EY team for this engagement brings a unique combination of skill sets, including CPAs, policy analysts, former HUD and FEMA personnel, economic strategists, public sector turnaround specialists, infrastructure, government contracts, and risk and fraud professionals

As federal stimulus programs are ever-evolving, the EY team will keep you in-the-know with our Legislative Interpretation Team and our Washington Council Group, which are based in DC and dedicated to interpreting and monitoring current and potential stimulus legislation

We partner with the National Association of Counties as part of our commitment to supporting the interests and sharing leading practices across County governments

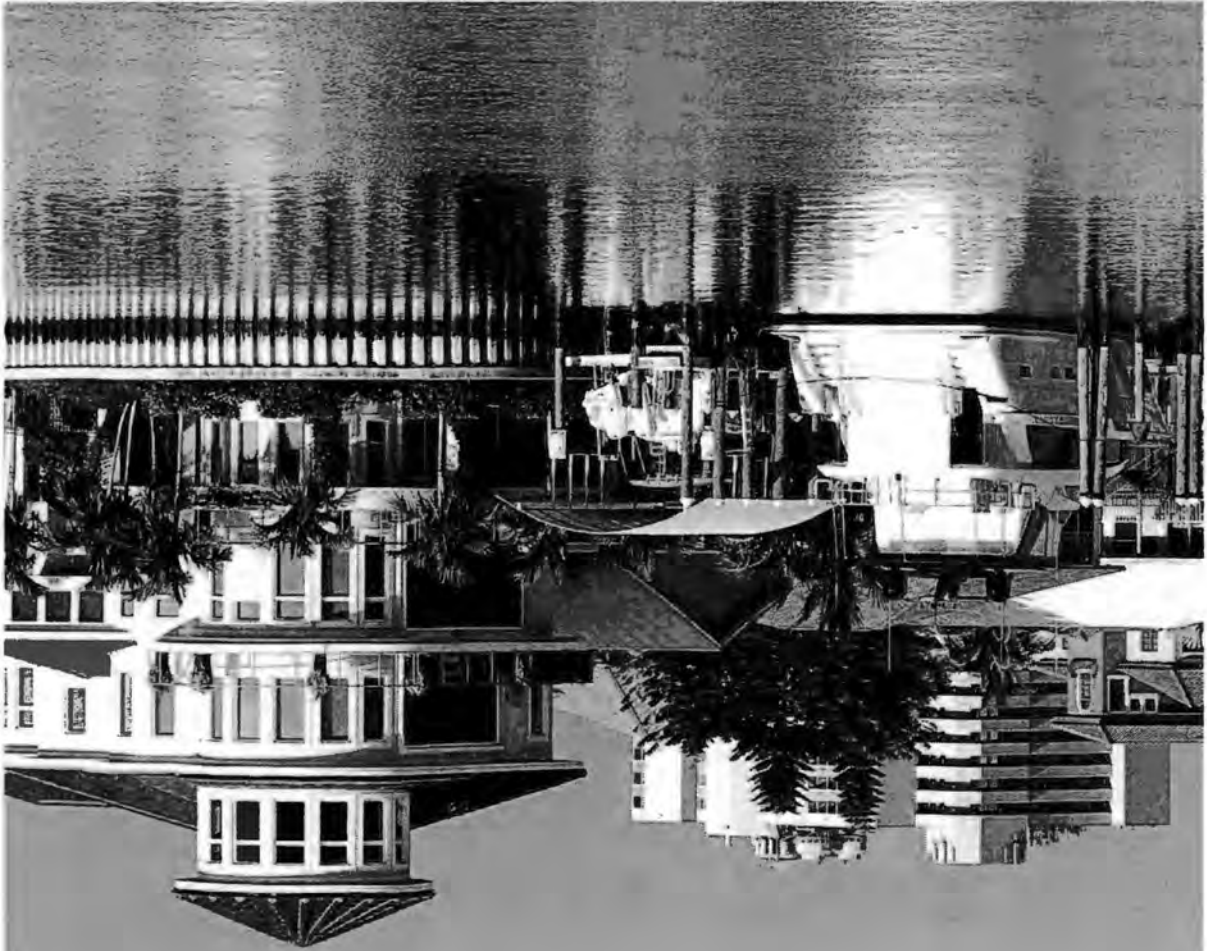
Deep Experience Serving Florida Localities

As previously mentioned, EY has served State of Florida agencies and local governments for more than 30 years via six offices and 1,800+ professionals throughout the state. We have had more than a dozen recent projects in the state of Florida involving grants administration activities associated with COVID-19 response. We are committed to serving Florida's State agencies and local governments. We certainly have the qualified and experienced team to perform the services as specified in this Request for Qualifications.

In Florida, we have had the pleasure of working with counties and other local governments where we have provided similar services to what Lee County is requesting. The table below provides a sample of our COVID-19 related experiences with Florida clients.



| Client | Engagement | Project Description |
|---------------------|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hillsborough County | Technical and Project Management June 2020 - present | EY is providing project management services along with leading the technical and program 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. |
| Manatee County | American Rescue Plan Rapid Assessment April 2021 - present | EY is providing various ARPA-related services, including: <ul style="list-style-type: none"> Reviewing and identifying ARPA and other funding opportunities Facilitating discussions with impacted agencies to catalogue pandemic-related expenses to date and those anticipated for the future Preparing recommendations for ARPA compliance Developing a roadmap and implementation plan for ARPA grants administration <i>We have also recently been engaged to provide similar services to the cities of Bradenton and Holmes Beach.</i> |
| Seminole County | Technical and Project Management Jul 2020 - present | EY is providing project management services along with leading the technical and program design for the CARES Act, Emergency Rental Assistance Program (ERAP), and ARPA. (More details on our work in Seminole County are included in the next section.) |
| Leon County | Technical and Project Management Jul 2020 - Dec 2020 | EY provided project management services along with leading the technical and program design for disbursement of \$30 million in funds under the CARES Act. (More details on our work in Leon County are included in the next section.) |
| Lake County | Technical and Project Management Sep 2020 - present | EY is providing the County a variety of services, including: <ul style="list-style-type: none"> Technical and program design assessment for CRF and ERAP Application processing review and execution for CRF and ERAP <i>We have also recently been engaged to provide ARPA-related services to the City of Groveland.</i> |



Tab 2: Company
Relevant
Experience and
References

Exhibit C
Vendor's Proposal

Tab 2: Company Relevant Experience and References

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:

In addition to our considerable experience both nationally and locally as described above, below are three references for projects of similar scope and size. We also attached the required reference surveys from these individuals in Tab 5 below.

| Project Name & Address | Description of Work and Initial and Final Costs | Point of Contact |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Seminole County, FL CARES, ERAP, and ARPA Support Project | <p>EY is providing project management services along with leading the technical and program design for the CARES Act, Emergency Rental Assistance Program (ERAP), and ARPA. The scope of our work includes:</p> <ul style="list-style-type: none"> ▶ Project Management activities for overall management of the program ▶ Led compliance program design consistent with applicable Federal guidance, local policies and priorities of elected leadership ▶ Led the review of thousands of applications for funding assistance from eligible subrecipients ▶ Led the development of a technical solution for data collection & storage; application assessment, eligibility determinations and funding decision-making <p>Initial Cost: \$6.2 million</p> <p>Final Cost: This project is ongoing, so final costs are not yet available.</p> | <p>Steve Fussell Phone: (407) 665-1148 Email: sfussell02@seminolecountyfl.gov Address: 1011 East First Street, Suite 3156, Sanford, FL 32771</p> |

Exhibit C
Vendor's Proposal

| Project Name & Address | Description of Work and Initial and Final Costs | Point of Contact |
|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Leon County, Florida CARES Support Project</p> | <p>EY developed solutions to facilitate the creation of fiscal programs and distribution of financial assistance related to the CARES Act for Leon County. The EY team performed the following services:</p> <ul style="list-style-type: none"> ▶ Led technical and program design across various grant programs ▶ Developed and deployed a grant management solution on the Microsoft Power Platform, including a public facing portal for application submission and a back-office portal for eligibility determination, applicant communication and workflow processing ▶ Led and managed call center support for applicants, as well as a team of reviewers for processing eligibility and passing to the County for final determination ▶ Dynamic scaling of call center and reviewer teams to process applications on volume spikes that occurred during program launches ▶ Project/Program management <p><i>In total, EY helped to disperse \$30 million in total and processed 23,500 applications. EY launched the program in 3 weeks.</i></p> <p>Initial Cost: \$1.1 million</p> <p>Final Cost: \$2.2 million (Final costs based on additional scope of work requested by Leon County.)</p> | <p>Alan Rosenzweig, Sr. Budget Manager – Grants/Contracts</p> <p>Phone: (850) 606-5318</p> <p>Email: rosenzweiga@leoncountyfl.gov</p> <p>Address: 301 S. Monroe Street Tallahassee, FL 32301</p> |
| <p>Ventura County, California CARES and CDBG Support Project</p> | <p>EY is assisting the County with their financial recovery from the COVID-19 pandemic through a variety of funding streams. Our team is assisting the County in building out project claims to submit to FEMA, advising on the CARES ACT and other Federal/State Legislation, and supporting the County with their CDBG-DR grants. The EY team performed the following services:</p> <ul style="list-style-type: none"> ▶ Submission of FEMA Streamlined Process Applications of \$125M+ in obligations and reimbursement requests ▶ Internal assessments and compliance monitoring reviews of requirements for \$167M of Coronavirus Relief Funds ▶ Supported the County with the reporting on approximately \$44M of Provider Relief Funds ▶ Developed and deployed a grant management solution on the Microsoft Power Platform, including a public facing portal for business assistance application submission and a back-office portal for eligibility determination, applicant communication and workflow processing ▶ Led and managed call center support for applicants, as well as a team of reviewers for processing eligibility and passing to the County for final determination ▶ Project/Program management <p><i>In total, EY helped to disperse \$30 million in total and reviewed over 20,000 applications.</i></p> <p>Initial Cost: \$1.2 million</p> <p>Final Cost: \$3.7 million (due to Business Assistance Grant additional services)</p> <p>Extension: \$6.6 million (contract extension through FY2026)</p> | <p>Scott Powers, Sr. Deputy Executive Officer</p> <p>Phone: (805) 677-8761</p> <p>Email: Scott.Powers@ventura.org</p> <p>Address: Ventura County Government Center Hall of Administration Building, Fourth Floor 800 S. Victoria Ave. Ventura, CA 93009</p> |

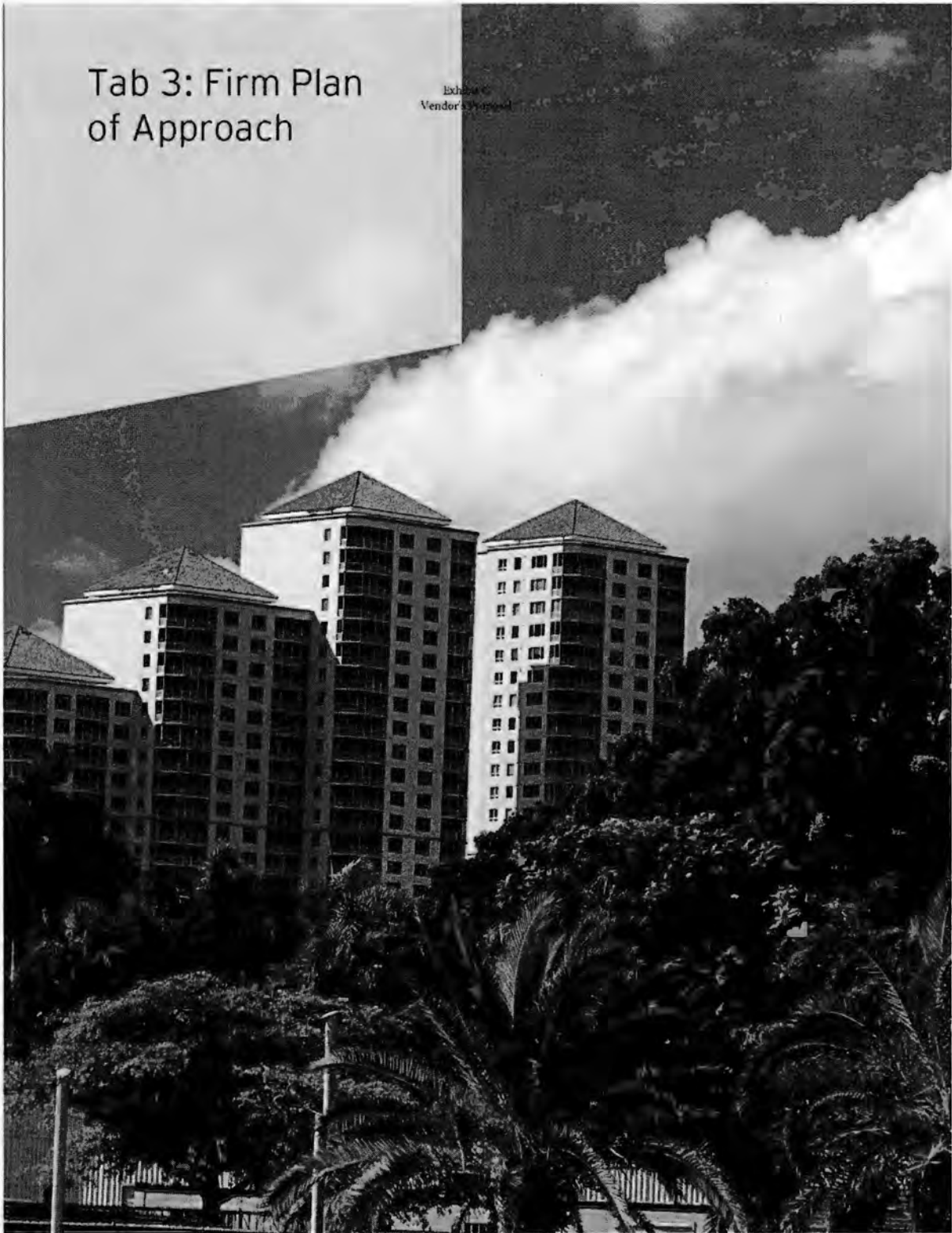
Exhibit C
Vendor's Proposal

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.

EY recognizes Lee County reserves the right to evaluate our firm on their past performance and prior dealings with the County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

Tab 3: Firm Plan of Approach

Exhibit C
Vendor's Proposal



Tab 3: Firm Plan and 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.

Three-step integrated approach

The EY team will work closely with Lee County in the administration of ARPA funding, with compliance objectives at the forefront, considering both near and long-term goals. Leveraging our experience supporting local governments through multiple disasters and disparate funding sources, we will use a multistep approach focused on compliance with received ARPA funds, including the Coronavirus Local Fiscal Recovery Funds.

To do this, we will utilize our extensive experience with federal funding efforts following natural disasters over the past two decades and have designed a fast-start approach (Step 1) we have used to stand up similar projects during this pandemic. Next, we will support the implementation of your planned spend, including working with you to update internal policies for compliance and internal controls gaps, as applicable (Step 2). Finally, we will support your compliance journey via compliance monitoring and assistance with expenditure tracking/compliance, reporting and closeout activities (Step 3). Throughout each step, we will provide the County with updates regarding changes to and clarification of leading practices and regulations associated with ARPA. This multi-step approach is inclusive of all tasks as specified in the RFQ, with some tasks occurring during multiple steps or concurrent to others as appropriate for County priorities and Federal program requirements. Our team is prepared to assist with other grant administration activities and technical assistance as needed, including the administration of assistance programs and assisting with payment requests and cost eligibility determinations.



To assist the County in its management of the Fiscal Recovery Fund and other ARPA funding, we would employ an approach based on what we have leveraged for other state and local government clients. It is based on our understanding of the requirements associated with the various ARPA programs, 2 CFR 200, and decades of experience assisting governmental clients with federal disaster grant funding.

Step 1. Assess and plan

During this initial step, we anticipate hosting a series of meetings with County personnel, identified subrecipient personnel, agencies and program directors to catalog pandemic-related expenses incurred to date and anticipated for the future. This will enable us to develop a contextual understanding of the nature of costs,

agency priorities and funding needs to enhance recovery. The estimated timeline for this rapid assessment is 6 (six) weeks, but we are flexible to work around the needs of the County.

The meeting agendas will include discussion on costs incurred, unmet need priorities, grants already received or applied for, experience with similar funding, and systems and processes for tracking supporting documentation. During and after these meetings, we will assist the County in determining what costs are eligible for funding through the Fiscal Recovery Funds and discovering whether costs can be funded through other sources, such as FEMA PA, state-funded programs and other ARPA programs. Should it appear that other funding sources are relevant for certain incurred or planned expenditures, we can assist the County in starting relevant application processes.

Additionally, during this step, we will prioritize completing a capacity assessment from a compliance perspective, which will focus on the following areas:

- The County's capacity, knowledge, and experience in implementing grant-funded projects
- Internal controls as specified by the state and local Fiscal Recovery Funds compliance and reporting guidance
- For the implementation of funded projects, a review of policies, procedures, processes, and systems, including, among others, governance regarding:
 - Procurement
 - Accounting
 - Payment approval and processing
 - Source documentation retention
 - Fraud waste and abuse reporting
 - Grants management (including monitoring, project management and reporting systems)
 - Subrecipient processes, procedures, and monitoring

Finally, in preparing recommendations related to ARPA compliance, we will prepare a high-level ARPA strategy road map and implementation plan to address any compliance gaps for consideration and input by County leadership. Categories of recommendations may address topics such as:

- Developing a capacity development program, including relevant trainings for County and subrecipient personnel
- Establishing policies and procedures to monitor and report on compliance with requirements
- Developing internal review and certification processes in preparation for reporting on the use of funds by the County
- Finalizing documentation in anticipation of oversight from regulators and the relevant regulatory audits
- Programmatic enhancements to support efficient and expeditious expenditure of the funds and completeness of applicable documentation
- Potential fraud, waste and abuse identification and mitigation measures
- Determining project management office (PMO) requirements for implementation
- Identifying data collection system recommendations to enhance existing processes and provide for more robust program management and monitoring, including reporting requirements.
- Guiding development of each County department or agency's procedures relative to planning, execution and closure

Step 2. Design and implement

By relying on our catalog of County-specific funding opportunities (Coronavirus State and Local Fiscal Recovery Funds, Coronavirus Capital Projects Fund, Emergency Rental Assistance Program, Federal Transit Administration grants, etc.), including eligibility criteria, application processes, deadlines and milestones, documentation requirements, and other key criteria, we can assist the County with expanding available funding and enabling analysis of the best and highest possible use for funding received. We will 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.

Next, we can support the County in the elements of project design and implementation that require compliance and reporting considerations, such as application approval and processing, procurements, payment processing, document collection, and data tracking. We can help the County establish mechanisms for tracking both performance metrics and project costs, including supporting documentation for reporting and closeout performance. Developing these mechanisms early in the process will enable timely and accurate reporting, a key requirement associated with ARPA funding programs.

From a direct compliance perspective, we can assist the County in revising and enhancing internal controls, policies and procedures, and processes based on our compliance gap assessment. Additionally, a key deliverable of this phase of the engagement will be the development of an oversight and monitoring plan that will enable the County to enforce compliance of both self-implemented activities and provide oversight of subrecipient projects. This plan will take into consideration guidance directly issued in connection with the relevant ARPA funding programs and the Uniform Guidance (2 CFR 200) that governs the receipt and use of federal funds. The monitoring program will also allow for scalable reviews based on the complexity of funded projects.

We will support the drafting of a subrecipient monitoring and oversight plan, to include conducting subrecipient risk assessments, duplication of benefits assessments, monitoring strategies documentation retention, cost eligibility assessments and technical support as applicable, including trainings (see below).

At this stage, we will develop and implement a training program to assist the County in developing capacity within the organization and amongst identified subrecipients so that compliance awareness is raised at the onset.

Step 3. Monitor and closeout

Once projects have been implemented, we can assist the County with data gathering and reconciliations for ongoing reporting purposes. Our tracking mechanisms will allow for efficient input of required information in the format required by the U.S. Treasury.

At this stage we will also implement our recommended oversight and monitoring program, which will consist of both desk and in-person (or remote) reviews depending on the nature and complexity of each of the funded projects. This program will include compliance reviews for both projects implemented directly by the County and projects implemented through subrecipient agreements. As demonstrated by our experience and credentials, our professionals have a depth of experience in implementing such compliance-related tasks. Our monitoring reviews will focus on the following key areas identified by compliance guidance issued by the Department of Treasury and 2 CFR 200:

| | |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Subrecipient monitoring activities, consistent with the subrecipient monitoring and oversight plan identified in Step 2. | Procurement and contracting |
| Contract oversight | Application processing |
| Invoice review and processing | Cost reasonableness |
| Document retention | Labor standards and wages, including Davis Bacon requirements |

As monitoring liaison, our team can coordinate obtaining information required for monitoring and reporting purposes directly from various departments, agencies and subrecipients. As required, our team will prepare drafts of all reports required by Treasury and BOCC including project performance, project expense, expense categories, County and overall reporting and compliance for County's allocation for the County's submission.

Our team will support the County as applicable and as requested during the closeout process throughout the contract period.

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

We are pleased to provide our fee schedule, as detailed in Form 1a.

Tab 4: Personnel



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.

EY's Proposed Project Team

Engagement Leadership



Engagement Delivery Team



Engagement Executive Support



Our project management team will be led by Barb Lambert and John Shaw, who will serve as Lee County's primary points of contact. Barb, who serves in a similar role for our other county clients across Florida, will be your connection point to our broader firm and help ensure we apply the latest in our collective understanding and interpretation of ARPA guidance and leading practices. John - who also has directly relevant experience in Florida - will serve as your day-to-day Project Director, responsible for applying and managing to our Project Approach. John will lead a qualified Engagement Delivery Team

who will execute the relevant services under his direction. As needed, Barb and John will be further supported by our State of Florida Government & Public Service Practice Lead, Sam Hughes, and a team of federal grants subject matter resources, such as Craig Fugate, Matt Jadacki, and Greg Eaton.

The attached resumes detail the qualifications of our proposed leadership and executive support team members, including their knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work. As you will see, Barb and John have worked directly on most of the COVID-19 related projects in the State of Florida we have highlighted in Tab 1 related to our firm's qualifications. As such, Barb and John have direct experience supporting Florida clients with ARPA-related projects and the application of federal funding requirements (e.g. Uniform Guidance) to disaster relief funding.

We are happy to provide further information on our Engagement Delivery Team members if requested.

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.

As noted above, John Shaw will serve as our Project Director. John will lead a team of qualified and skilled support staff in providing day-to-day direction for our team engaged in delivering the requested services.

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.

EY acknowledges and understands 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."

Resumes are attached at Tab 6, Appendix A. EY does not typically use sub-consultants / subcontractors for this work and does not intend to do so here.

Tab 5: Required Forms

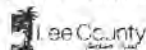


Exhibit C
Vendor's Proposal

Tab 5: Required Forms

REV. 07-2021

Form 1 – Solicitation Response Form



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

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

SOLICITATION IDENTIFICATION: RFO220007BJB

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 -OI- (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 (CNA) 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 215.475, FL §.
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL §, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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Exhibit C
Vendor's Proposal

PER 1A-Z-201

Form 1 - Solicitation Form, Page 2

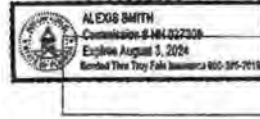
3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment 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

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 (Print 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



Alexis Smith
Witness/Attested by
[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.

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

 **DIVISION of CORPORATIONS**
an official State of Florida website

[Previous on List](#) [Next on List](#) [Return to List](#)

[Filing History](#) [No Authority Info](#) [Partner Info](#) [No Name History](#)

Partnership Name Search

Partnership Detail

Limited Liability Partnership Name

ERNST & YOUNG LLP

Principal Address

5 TIMES SQUARE
NEW YORK, NY 10036
Change Date: 01/13/2010

Filing Information

| | |
|--------------------------|-------------|
| Document Number | LLP96000079 |
| FEPEIN Number | 133190189 |
| File Date | 04/30/1996 |
| State | DE |
| Total Pages | 36 |
| Pages in Original Filing | 4 |
| Florida Partners | 44 |
| Total Partners | 1369 |
| Status | ACTIVE |
| Effective Date | NONE |
| Expiration Date | NONE |
| Name History | NONE |

Mailing Address

ERNST & YOUNG LLP
208 PLAZA DRIVE, ATTN: M. OLIVER
SECAUCUS, NJ 07094
Change Date: 12/30/2014

Registered Agent

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

Document Images

05/02/1996 - LLP

07/22/2021 - LLP Business Report

PLC 06-20-2021

Form 1a - Bid/Proposal Form



Lee County
Southwest Florida

**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 80101506-20-1 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 |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Exhibit C
Vendor's Proposal

VER-2022-02

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).

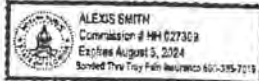
BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU 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 Principal 10/18/21
Signature Title 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 as identification (Type of Identification and Number) H200-782-68-281-0) (Print or Type Name)

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



HH027309 / August 5, 2024
Notary Commission Number Expiration

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

Exhibit C
Vendor's Proposal

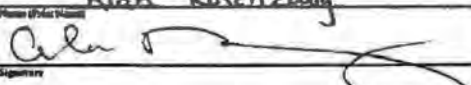
1/18/25-35-200

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 forms 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 Name Bidder/Proposer to Estimate. If applicable State, Federal Project. (Bidder/Proposer to note details of a project performed, for whom reference requested) | | | |
| 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 | |
| Reference: | EY provided project management services along with leading the technical and program design for grant programs administrated with funding from the CARES Act | | |
| 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 |  | | |
| RFQ220007BJB - MANAGEMENT CONSULTING SERVICES | | | |

Y28-05-2021

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 Bidder/Proposer 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 #: | |
| EMAIL: | sfussell02@seminolecountyfl.gov | Fax #: | |
| | | Bidder/Proposer E-Mail: | |

| | | | |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------|
| Section 2 Bidder/Proposer Information - Applicant Details | | | |
| Proposer Name: | Ernst & Young, LLP | | |
| Proposer Address: | 1611 East First Street Suite 3156 Sanford, Florida 32771 | | |
| Project Name: | CARES & ARP Grant Administration and Oversight | Project Value: | > \$5 million |
| Description: | 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. <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:
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: [Signature]

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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 #: | |
| EMAIL: | Scott.Powers@ventura.org | Fax #: | |
| | | Bidder/Proposer E-Mail: glen.anders@ey.com | |
| Section 2 (Name: Bidder/Proposer Information - If applicable: Bidder/Proposer Name (Bidder/Proposer to state details of a program performed for direct volunteer appointment)) | | | |
| Proposer Name: Ernst & Young LLP | | | |
| Estimatee Project Name: | | Project Address: | |
| County of Ventura, CA | | 800 S Victoria Ave Ventura, CA 93009 | |
| <small>Scope: EY is assisting in with financial recovery from COVID-19 through a variety of funding streams. Their work includes building out project charts, assisting with monitoring and tracking of over \$100 million in obligations and reimbursement requests, advising on legislative in a state to create, eligibility and requirements, performing internal assessments, and supporting compliance monitoring for the \$100 million of Coronavirus Relief Funds and approximately 240 million of Provider Relief Funds. EY has also assisted with the administration, oversight, and optimization 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 plans, procurement 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: <small>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</small> | | | |
| Section 4 Please submit non-Lee County employees as references | | | |

Scott Powers
 Signature: 
 Signature: _____

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Exhibit C
Vendor's Proposal

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 complete 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: Emst & Young, LLP

| Type of Incident (Alleged Negligence or Breach of Contract) | Incident Date and Date Filed | Plaintiff (Who has not sued your company) | Case Number | Court County/City | Project | Claim Basis (brief description) | Final Outcome (if resolved) |
|----------------------------------------------------------------------|------------------------------------|-------------------------------------------------|-------------|----------------------|---------|------------------------------------|--------------------------------|
| Please see below | | | | | | | |
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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" line of this page and return with your proposal package. This form should also include the primary parties 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 2, 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 ensure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

RFQ220007B/B - MANAGEMENT CONSULTING SERVICES

Exhibit C
Vendor's Proposal

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.



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

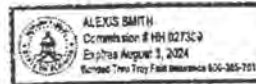
Instructions: Please complete all information that is applicable to your firm

Company Name: Ernst & Young, LLP
Principal Name: Samuel Hughes Title: Principal
Signature: [Handwritten Signature] Date: 10/18/21

The signer of this Affidavit guarantees, 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 (Print or Type Name) #220-782-68-281-0 as identification. (Type of Identification and Number)

Notary State of Florida County of Leon
Signature: [Handwritten Signature]
Notary Public, State of Florida



#HC27309 / 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
- Number of available employees for this contract: Please see proposal
- Does your company have a Drug Free Workplace Policy?
 - Yes
 - No

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Exhibit C
Vendor's Proposal

179 08/10/2011

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 | | | | | |
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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.

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Exhibit C
Vendor's Proposal

Page 1 of 2

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

1. This sworn statement is submitted to Lee County
(Print name of the public entity)
by 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 officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services for 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 C
Vendor's Proposal

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.

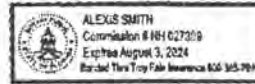
Samuel Hughes
(Signature)
10/18/21
(Date)

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) AZ22-782-64-291-0 as identification. (Type of Identification and Number)

Alex Smith
(NOTARY PUBLIC)

My Commission Expires: August 3, 2024



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Exhibit C
Vendor's Proposal

SPR 05-15-2011

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

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Exhibit C
Vendor's Proposal

YAF-10-02-0013

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 OAS
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. cost guarantee <input type="checkbox"/> f. cost reimbursement | | 2. Status of Federal Action: <input type="checkbox"/> a. new/renegotiation <input checked="" type="checkbox"/> b. fully award <input type="checkbox"/> c. no award | | 3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. status change | |
| 4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Firm <input type="checkbox"/> Subcontractor Name: Not applicable Street: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____ | | | | | |
| 5. If Reporting Entity is Not a Subcontractor, Enter Name and Address of Prime: | | | | | |
| 6. Federal Department/Agency: Not applicable | | | 7. Federal Program Name/Description: Not applicable <small>CFDA Number, if applicable: _____</small> | | |
| 8. Federal Action Number, if known: _____ | | | 9. Award Amount, if known: \$ _____ | | |
| 10. a. Name and Address of Lobbying Registrant: First: _____ Last Name: Not applicable Middle Name: _____ Street: _____ City: _____ Street 2: _____ State: _____ Zip: _____ | | | | | |
| b. Individual Performing Services, including address if different from the "a": First: _____ Last Name: _____ Middle Name: _____ Street: _____ City: _____ Street 2: _____ State: _____ Zip: _____ | | | | | |
| 11. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance will be placed by the federal awarding transaction and other interested parties. 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 to public inspection. Any person who fails to file the required disclosure may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such report. Signature: Not applicable Name: First: _____ Last Name: _____ Middle Name: _____ Title: _____ Telephone No.: _____ Date: _____ | | | | | |

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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 [Signature] Date 10/18/22
State of Florida
County of Leon

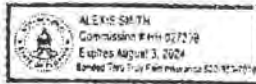
The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 18th day of October, 2022 by

Samuel Hughes who has produced Driver License H126-787-68-25810 as identification.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature

Alexis Smith
Printed Name of Notary Public

August 3, 2024 / HH027807
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/CONTRACTOR/VENDOR

Ernst & Young, LLP

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

Name and Title
210 E. College Ave

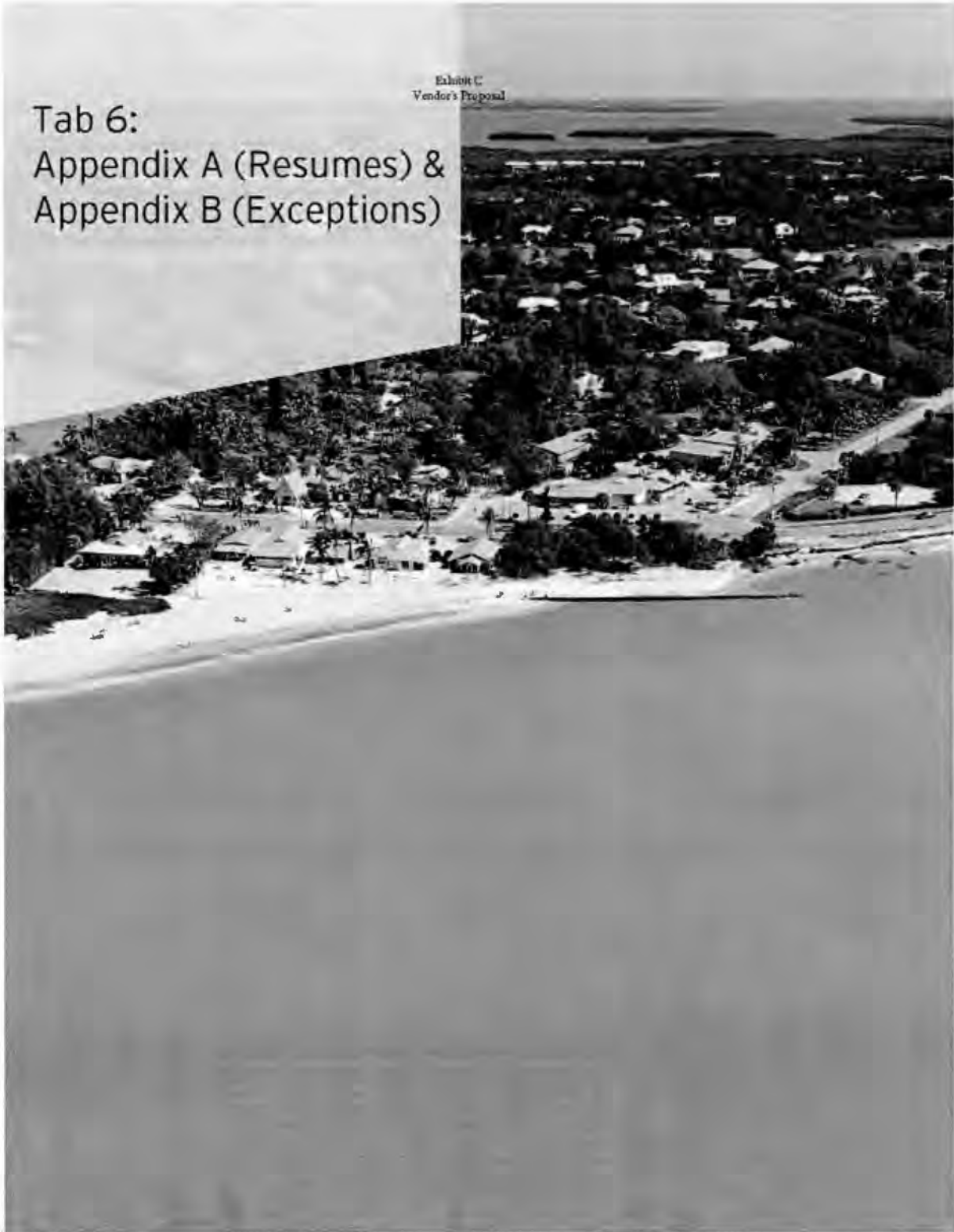
Street Address
Tallahassee, FL 32301

City, State, Zip

October 18, 2021
Date

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Tab 6:
Appendix A (Resumes) &
Appendix B (Exceptions)



Tab 6: Appendix A (Resumes) & (Appendix B Exceptions)

Barb Lambert

PARTNER, EY



Florida Education

Contact

barb.lambert@ey.com

Areas of Expertise

Emergency Management & Response
American Rescue Plan Act
FEMA Declared Disasters
Coronavirus Relief Fund

Education

Bachelor of Business Administration, University of Michigan
Master of Business Administration, Wharton School at the University of Pennsylvania

Certifications and Memberships

Certified Public Accountant - Virginia and the District of Columbia
Certified Fraud Examiner

Barb is a Partner in EY's Forensics practice, which includes our specialty practice related to Insurance & Federal Claims Services. She is based in the greater Washington, DC area, and has extensive experience supporting public sector entities, including federal government, state and local governments across the country and is currently overseeing multiple projects in the state of Florida. She has extensive experience supporting public sector entities, including federal government, state and local governments across the country and is currently overseeing multiple projects in the state of Florida.

Select Relevant Experience

- Barb is currently leading numerous American Rescue Plan Act (ARPA), CARES Act and FEMA PA, projects. These projects relate to funding streams such as the Coronavirus Relief Fund (CRF), Emergency Rental Assistance Program (ERAP), State and Local Fiscal Recovery Funds (SLFRF), Child Care Stabilization Grants, and Child Care and Development Fund (CCDF) supplemental funding.

Barb is currently overseeing multiple engagements with counties and cities in Florida to assist in their allocation of CRF funding from the state and the Department of the Treasury. Barb is currently overseeing multiple engagements with counties and cities in Florida to assist in their allocation of CRF and ARPA funding from the Department of the Treasury and other federal agencies. She led an EY team in building funding programs for Florida small businesses and individuals that were affected by COVID-19 and provided oversight and guidance to confirm that these programs comply with the guidelines set by the Department of Treasury, as required by the Uniform Guidance (2 CFR 200) and with state and local policies and laws. Barb is also leading implementations of post-award monitoring of subrecipients consistent with 2 CFR 200 and state-specific requirements.

She has supported our clients with administering large-scale individual assistance, non-profit, and small business grant programs -- often leveraging integrated technology platforms.

She has also assisted many state and local government clients in risk assessments, the development of compliance programs in accordance with Uniform Guidance, and the performance of large-scale subrecipient monitoring programs at the state level.

She has supported her clients in their interactions with federal regulators on numerous occasions.

Barb has assisted companies with the preparation, presentation, and settlement of their claims resulting from catastrophic hurricanes, tornadoes, fires, and other disasters.

- Barb is a frequent presenter in the market and is a contributing author of Ernst & Young's Guide to Investigating Business Fraud published by the American Institute of Certified Public Accountants (AICPA).

John Shaw

SENIOR MANAGER, EY



John specializes in assisting clients with grants management, emergency management, preparedness planning, disaster resilience, mitigation and infrastructure protection. John has over a decade of emergency management experience.

Select Relevant Experience

- John is currently assisting clients across the nation with the administration, identification and maximization of their COVID-19 Federal reimbursement grants, including ARPA, CRF and ERAP. He has performed compliance risk assessments for multiple clients to reduce the potential for Federal de-obligation of awarded funds and has presented via webinar and conference presentations to local and state leaders on COVID-19 cost compliance.
- Served as Director of Emergency Management for Alachua County, Florida and he led the County's response to Hurricane Irma and a white nationalist rally/counterprotest at a land-grant research university. In this role, he developed and led many topical trainings on preparedness, response and recovery.
- He led emergency preparedness planning and disaster recovery for one of the largest metropolitan areas in Florida during his tenure as the Emergency Preparedness Supervisor for the Consolidated City of Jacksonville/Duval County, Florida. Additionally, he coordinated physical and cyber security infrastructure protection assessments for the City. He was also responsible for the successful application, management, budgeting, and implementation of dozens of federal and non-federal public safety grants.

Contact

John.M.Shaw@ey.com

Areas of Expertise

FEMA Programs

HMGP

Risk Assessment

Coronavirus Relief Fund

American Rescue Plan Act

Emergency Rental Assistance Program

Education

Bachelor of Arts, Florida

State University

Master of Science in

Planning, Florida State

University

Master of Public

Administration, Florida State

University

Certifications and

Memberships

Certified Emergency Manager

International Association of

Emergency Managers

Exhibit C
Vendor's Proposal

Greg Eaton

EXECUTIVE DIRECTOR, EY



Photo: Greg Eaton

Contact

Gregory.W.Eaton@ey.com

Areas of Expertise

CARES Act
American Rescue Plan Act
HUD CDBG-DR
FEMA Programs
HMGP

Education

M.S., Financial Management -
Naval Post Graduate School -
California
M.A., Homeland Defense -
Naval Post Graduate School -
California

Certifications and Memberships

Certified Emergency Manager
International Association of
Emergency Managers

Greg has extensive experience with the Federal Emergency Management Agency (FEMA), as well as military and financial services industry experience. His experience and perspectives have led to challenging roles such as the FEMA Region 6 Recovery Division Director, assigned to the most active FEMA region in the country and as a Federal Coordinating Officer leading Presidentially declared major disasters.

Select Relevant Experience

Greg has been actively involved in navigating multiple funding sources to maximize disaster assistance funding and understanding the compliance requirements of each program. This includes the various COVID-19 Federal funding under the CARES Act and the American Rescue Plan, FEMA's Public Assistance and Hazard Mitigation Programs as well as HUD's CDBG-DR. Each of these programs have different eligibility and compliance requirements from the Granting Agency.

Assisted the Central Office of Recovery, Reconstruction and Resiliency in the aftermath of the devastating impacts of Hurricane Maria in 2017 to draft the Governor's request to Congress for additional funding to support the recovery efforts in Build Back Better which the Governor delivered to Congress in November 2017. In addition, Greg assisted the Central Office of Recovery, Reconstruction and Resiliency in drafting the Governor's recovery strategy - Transformation and Innovation in the Wake of Devastation: An Economic and Disaster Recovery Plan for Puerto Rico.

- Assisted the Oklahoma Department of Commerce in a Duplication of Benefits Analysis and Subrecipient Monitoring program for the Department's Community Development Block Grant Program (CDBG-DR). The analysis and monitoring covered the 2013 and 2014 grant allocation of \$93.7 million and included analysis of insurance, various FEMA grant programs (Public Assistance, Individual Assistance, Hazard Mitigation Grant Program, Pre-Disaster Mitigation), Small Business Association and donated resources.

Assisted the State of Colorado Department of Public Safety, Division of Homeland Security and Emergency Management in establishing and executing a consolidated Subrecipient Monitoring program for fourteen (14) federal grant programs. This effort included the consolidation of federal guidance requirements between legacy OMB circulars and the Uniform Grant Guidance (2 CFR).



Florida Emergent

William Craig Fugate

SUBJECT MATTER RESOURCE, EY

Craig served as President Barack Obama's FEMA Administrator from May 2009 to January 2017. Previously, he served as Florida Governor Jeb Bush's Emergency Management Director from 2001-2009. Fugate led FEMA through multiple record-breaking disaster years and oversaw the federal government's response to major events such as the Joplin and Moore Tornadoes, Hurricane Sandy, Hurricane Matthew and the 2016 Louisiana flooding.

Contact

William.Fugate@ey.com

Areas of Expertise

Emergency Management & Response
Community Organization
FEMA Declared Disasters
FEMA Programs

Education

Santa Fe College

Select Relevant Experience

Craig set a clear and compelling vision, mission and priorities for FEMA and relentlessly drove the Agency to achieve better outcomes for survivors. FEMA's effectiveness in dealing with more than 500 Presidentially-declared major disasters and emergencies under Craig's leadership restored the faith of the American people in the federal government's ability to respond to disasters. Prior to his tenure at FEMA, Craig was widely praised for his management, under Governor Jeb Bush, of the devastating effects of the 2004 and 2005 Florida hurricane seasons (Charley, Frances, Ivan, Jeanne, Dennis, Katrina and Wilma).

During his tenure, Craig focused not only on restoring FEMA's response capabilities but on promoting emergency management as a community and shared responsibility. Craig instituted a permanent effort to build the nation's capacity to stabilize a catastrophic event within 72 hours. He drove completion of Presidential policy on national preparedness and implemented the National Preparedness System to build unity of effort to address the nation's most significant risks. On Craig's watch, FEMA awarded more than \$19 billion in preparedness grants, supported more than 700 drills and exercises in 47 states and had more than 40 million participants take part in grassroots community preparedness drills.

FEMA under Craig's leadership fostered a balanced, community-oriented approach to emergency management that builds sustainable and resilient communities before and after disaster strikes. FEMA invested more than \$7 billion in hazard mitigation assistance during Craig's tenure even as the Agency took steps to require disaster recipients to rebuild to hazard-resistant codes and standards in FEMA-funded post-disaster grant projects.

- Prior to his service in the Obama Administration, Craig served as Florida's Emergency Management Director. As the State Coordinating Officer for 11 Presidentially declared disasters, he managed more than \$4 billion in federal disaster assistance. In 2004, Craig managed the largest federal disaster response in Florida history as four major hurricanes - Charley, Frances, Ivan and Jeanne - impacted the state in quick succession.

Matthew Jadacki

EXECUTIVE DIRECTOR, EY



Private Experience

Contact

Matt.Jadacki@ey.com

Areas of Expertise

FEMA Programs
Internal Controls
Federal Procurement
Violations
Coronavirus Relief Fund
Disaster Management

Education

Bachelor of Science (Business
Administration), University of
Maryland

Certifications and Memberships

Certified Public Accountant
Certified Government
Financial Manager
Member of Association of
Government Accountants

Matt joined EY after 30 years of public service as a senior executive with the Federal Government, with the last 20 directly related to FEMA and disaster program-related activities. He managed compliance and performance audits of disaster funds in almost every State and FEMA region. Matt also managed dozens of comprehensive studies of federal, state and local disaster preparedness programs and assessments of DHS Incident Planning and Catastrophic planning.

Select Relevant Experience

- Matt held several senior financial and emergency management positions in the Federal Government. He was Chief Financial Officer/Chief Administration Officer for the National Weather Service, a component of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce.
- Matt spent 15 years in FEMA in various senior level positions, including Chief Financial Officer and Audit Director for the Office of Inspector General. He served as the Chief Financial Officer of FEMA responsible for all FEMA disaster funding (\$8.8 billion) associated with the 9/11 terrorist attacks.

Matt also was Deputy Inspector General for Disaster Assistance Oversight in the Department of Homeland Security, where he served as Special Inspector General for Gulf Coast Hurricane Recovery.

Matt has assisted government entities with obtaining disaster relief through multiple funding sources, including various COVID-19 federal funding sources under the CARES Act and the American Rescue Plan, FEMA's Public Assistance and Hazard Mitigation Programs as well as HUD's CDBG-DR. Matt has also assisted federal contractors with maintaining compliance under the Davis-Bacon and Related Acts.

- He has worked on dozens of major disasters including Hurricane Sandy, Hurricane Katrina, the Northridge Earthquake, the Columbia Space Shuttle crash, Midwest floods, and Hurricane Andrew. His reports identified hundreds of millions of ineligible and disallowed expenses and non-compliance with laws and regulations, including significant violations of federal procurement regulations, internal control weaknesses, and related project accounting issues. As a result of his work, Matt has testified as an expert witness before both Senate and House committees more than 30 times on various topics, including disaster management, fraud, disaster preparedness, and other related issues.

He assisted DHS during Katrina with overseeing work to ensure that agency internal controls were in place to prevent fraud, waste, and abuse; ensure the IG investigative activities were coordinated with the Do's Hurricane Katrina Fraud Task Force; and ensure the IG community was executing its hurricane relief oversight efforts in a coordinated fashion.

Exhibit C
Vendor's Proposal

Samuel Hughes

PRINCIPAL, EY



Florida Executive

Contact

samuel.hughes@ey.com

Areas of Expertise

FEMA Programs
Operational Strategy
Accounting Systems
Redesign
Cost Reduction

Education

Bachelor of Arts (Economics)
-Washington University
Master of Arts (Economics)
-Washington University

Certifications and Memberships

Lean Six Sigma Advanced
Green Belt
The Open Group Architecture
Framework (TOGAF) #78375

Sam Hughes is the Practice Leader for EY's State of Florida account team. He has over 20 years of experience working with large commercial and government organizations in the areas of strategy, technology, process improvement, and organizational transformation. In addition to the State of Florida, Sam's clients have included the US Navy, US Army, AT&T, Hewlett-Packard, JCI and Viacom.

Select Relevant Experience

Sam is serving as a program director for CARES Act funding distributed to individuals and small businesses in Leon County. This program included deployment of a secure, easy-to-use, public-facing portal, as well as a back-end workflow and application processing tool. The solution leveraged the Microsoft PowerApps Platform to rapidly deploy an end-to-end technology solution to successfully intake and process thousands of applications.

Sam served as strategic advisor for the deployment of a transformational performance measurement approach in one of the world's largest defense departments. This program focused on establishing a high level of performance measurement discipline to understand critical cause-and-effect relationships affecting strategic military readiness issues.

Sam led the operating model transformation for the procurement organization of one of the world's largest healthcare providers to drive material cost savings through process efficiency and spend economies.

Sam served as strategic advisor for a Fortune 50 technology company's redesign of capital allocation processes, governance, and supporting tools.

Sam managed a strategic cost reduction project for a Fortune 500 commercial healthcare provider to rapidly identify, validate and drive material savings across a range of functions/processes.

Appendix B: Contract Considerations

As part of our response to the RFQ, we have reviewed the terms and conditions set forth therein. While we are willing to enter into an engagement agreement based upon the proposed terms, we do have comments about certain terms therein and have provided those below. While we have tried to be thorough, we cannot guarantee we have identified all issues that may arise during the process of finalizing the engagement agreement. Our proposal to provide services is contingent on the execution of a mutually satisfactory engagement agreement between us and we expect to resolve any open items related to engagement terms to our mutual satisfaction.

4. - EY performs reasonable background checks as a condition of employment upon hiring. We will work with the County to ensure that employees on-boarded, who are deemed to require further investigation, cooperate in such activities as directed and performed by the County. Alternate candidates will be provided should any proposed personnel not meet the standards required.

6. - We can agree to commercially reasonable confidentiality obligations. Confidentiality terms should provide that we may disclose information if required by law or professional standards and then we may provide client information to our subcontractors and to third parties providing us with administrative support services so long as such parties are bound by confidentiality obligations no less stringent than those to which we are bound.

21.6 - Our agreements generally provide that we may terminate immediately if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

24. - While we can agree to commercially reasonable insurance requirements, we may need to seek certain changes to this section consistent with our firm policy on such matters. EY does not provide copies of declaration pages, only certificates of insurance as evidence of coverage.

Other Matters:

Disputes/Arbitration/Mediation - In the event a client views our services as having been rendered otherwise than in compliance with the agreement our approach is to enter into good faith discussions with the client to arrive at a mutually acceptable resolution of the matter. Our firm policy favors the speedy and amicable resolution of disputes through mediation and arbitration conducted in accordance with the Rules for Non-Administered Arbitration of the CPR International Institute for Conflict Prevention and Resolution.

Intellectual Property or Ownership - Our clients generally own our reports and other deliverables provided to them, subject to restrictions on their distribution to third parties and our retention of ownership of certain data, modules, leading practices, and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.

Limitation of Liability - We generally limit our total aggregate liability under an Agreement to the fees paid to EY for the services under which any liability is principally alleged to arise. We generally provide that EY will not in any case be liable for consequential, incidental, indirect, punitive, or special damages, or attorney's fees.

EY | Building a better working world

EY exists to build a better working world, helping to create long-term value for clients, people and society and build trust in the capital markets.

Enabled by data and technology, diverse EY teams in over 150 countries provide trust through assurance and help clients grow, transform and operate.

Working across assurance, consulting, law, strategy, tax and transactions, EY teams ask better questions to find new answers for the complex issues facing our world today.

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2110-3892788

ey.com

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 Bochs Title Procurement Analyst
 Phone: (239) 533-8887 Email: bbochs@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)**

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES



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, hboehs@LeeGov.com

Sincerely,

Lindsay Capero, CPPO, CPPB
Procurement Manager

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

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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

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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.lee.gov/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

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- 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.

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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.

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- 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.lee.gov/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

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- 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,

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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

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Exhibit D
Project Funding Package
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.

**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

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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

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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

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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,

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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

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of review and assistance to be set by County.

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**I. 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 1/2 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

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

- 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. | | |

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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) <i>(Provide evidence of E-Verify access)</i> | 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.

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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> |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <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> |
| 1a | <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. <u>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.</u></p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p> |
| 2 | <p><i>Affidavit Certification Immigration Laws</i></p> <p>Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.</p> |
| 3 | <p>Provide this form to reference respondents. This form <u>will be turned in with the proposal package.</u></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. |
| 4 | <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> |

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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.

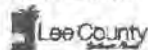
- 5 *Affidavit Principal Place of Business*
Certifies proposer's location information.
- 6 *Sub-Contractor/Consultant List (if applicable)*
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.
- 7 *Public Entity Crimes Form (Required 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 voluntarily 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.
- 6 *Proposal Label (Required)*
Self-explanatory. Please affix to the outside of the sealed submission documents.
- 8 *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.

Tab 5: Required Forms

Exhibit D
Project Funding Package

YES. 02-2021

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 Secaucus, 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 -OE- (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.

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Exhibit D
Project Funding Package

198 (04/24)

RFQ220007BJB - Management Consulting Services

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 (DME, MBE, WBE, VBE) Yes No
Proposer? If yes, please attach a current certificate.

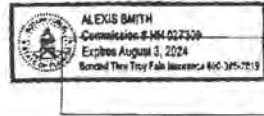
**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER.
WITNESSED AND SEALED (IF APPLICABLE)**

Ernst & Young, LLP
Company Name (must provide full name)

Samuel Hughes
Authorized Representative Name (print full name)

Principal
Authorized Representative's Title (print full name)

Samuel Hughes
Authorized Representative's Signature



Alexis Smith
Witness/Attended by:
[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.

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Exhibit D
Project Pending Package



[Previous on List](#)
 [Next on List](#)
 [Return to List](#)
[Filing History](#)
 [No Authority Info](#)
 [Partner Info](#)
 [No Name History](#)

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

dos.sunbiz.org/scripts/pendet.exe?action=DETGENINAME&web_dir= &web_key_number=LLP960000078&web_key_seq=0000&web_return_number... 1/3

11/1/21, 3:40 PM

sunbiz.org - Florida Department of State

Exhibit D
Project Funding Package

| | |
|-----------------------------------------------------|------------------------------------------|
| 07/22/2021 -- LLP Business Report | View image in PDF format |
| 07/01/2020 -- LLP Business Report | View image in PDF format |
| 05/01/2019 -- LLP Business Report | View image in PDF format |
| 08/05/2018 -- LLP Status Reinstated | View image in PDF format |
| LLP180002690 -- No image available | |
| 09/27/2016 -- LLP Business Report | View image in PDF format |
| 12/04/2015 -- LLP Status Reinstated | View image in PDF format |
| LLP140003750 -- No image available | |
| 05/03/2013 -- LLP Business Report | View image in PDF format |
| 04/30/2012 -- LLP Business Report | View image in PDF format |
| 05/02/2011 -- LLP Business Report | View image in PDF format |
| 01/13/2010 -- LLP Status Reinstated | View image in PDF format |
| LLP090004098 -- No image available | |
| 05/29/2008 -- UNIFORM BUS REP | View image in PDF format |
| 04/20/2007 -- UNIFORM BUS REP | View image in PDF format |
| 10/09/2006 -- UNIFORM BUS REP | View image in PDF format |
| 04/12/2005 -- UNIFORM BUS REP | View image in PDF format |
| 03/16/2004 -- UNIFORM BUS REP | View image in PDF format |
| 04/01/2003 -- UNIFORM BUS REP | View image in PDF format |
| 04/19/2002 -- UNIFORM BUS REP | View image in PDF format |
| 03/16/2001 -- UNIFORM BUS REP | View image in PDF format |
| 05/23/2000 -- UNIFORM BUS REP | View image in PDF format |
| 03/18/1999 -- LLP Renewal | View image in PDF format |
| 03/19/1998 -- LLP Renewal | View image in PDF format |
| 10/09/1997 -- LLP Renewal | View image in PDF format |

[Previous on List](#)
 [Next on List](#)
 [Return to List](#)
[Filing History](#)
 [No Authority Info](#)
 [Partner Info](#)
 [No Name History](#)

Partnership Name Search

Submit

dos.sunbiz.org/scripts/genDef.exe?action=DETGENINAME&web_dir=&web_key_number=LLP960000078&web_key_seq=0000&web_return_number= 2/3

11/1/21, 3:40 PM

sunbiz.org - Florida Department of State

Exhibit D
Project Funding Package

2021 Election - Finance Division (FFY 2020)

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

YR 06-20-2023

Form 1a - Bid/Proposal Form



Lee County
Southwest Florida

**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 amount(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 80101506-20-1 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 |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Exhibit D
Project Funding Package

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)(c) (SECTION 274A(c) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

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

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, F.S. THAT "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 BE 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 TO 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.

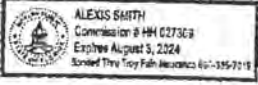
Company Name: Ernst & Young, LLP
Signature: Samuel Hughes Title: Principal Date: 10/18/21

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 15th day of October, 2021, by Samuel Hughes who has produced

H220-782-69-281-0 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 signer of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories heretofore made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED AT ANY TIME.**

1/18/25-26-2011

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: | |

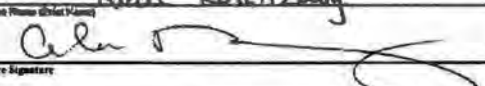
| | | | |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--|
| Section 2 | Proposer Name: Ernst & Young | | |
| Reference 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 | | |

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: Alan Rosenzweig

Reference Signature: 

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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 | | 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 | | | |
| Proposer Name: Ernst & Young, LLP | | | |
| Reference Project Name: | Project Address: | Project Value: | |
| CARES & ARP Grant Administration and Oversight | 1011 East First Street Suite 3156 Sanford, Florida 32771 | > \$5 million | |
| Scope: EY is providing project management services along with leading the technical and program 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 | | Table ID: "115" of "14" |
| 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. <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:
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: 

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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 #: | |
| EMAIL: | Scott.Powers@ventura.org | Fax #: | |
| | | Bidder/Proposer E-Mail: | gina.anders@ey.com |

From Bidder/Proposer Statement, if applicable include: Professional Project (Bidder/Proposer to name details of a project performed for other reference organization)

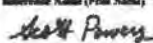
| | | | |
|----------------------------------|--------------------------------------|---------------|--|
| Section 2 | | | |
| Proposer Name: Ernst & Young LLP | | | |
| Reference Project Name: | Project Address: | Project Cost: | |
| County of Ventura, CA | 800 S Victoria Ave Ventura, CA 93009 | | |

Ernst & Young LLP is assisting in with financial recovery from COVID-19 through a variety of funding sources. Their work includes building out project teams, working with accounting and budgeting of over \$100 million in obligations and reimbursement requests, advising on legislation as it relates to scope, eligibility and requirements, participating in state-wide assessments, and supporting compliance monitoring for the \$100 million of Coronavirus Relief Funds and approximately \$80 million of Provider Relief Funds. EY has also worked with the administration, emergency, and legislative branches of a grant program to provide financial assistance to businesses that were affected by the pandemic. EY is also working with CDBG-DR grants and legislative grants with us to decrease response efforts, implementation tracking, and financial close-out plans.

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: <small>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.</small> | |

Section 4 Please submit non-Lee County employees as references

Scott Powers
Indicate Name (Print Name)

Reference Signature

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 _____ as identification.
(Type of Identification and Number)

Notary:
State of _____
County of _____

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

1. Principal place of business is located within the boundaries of _____ Lee County
_____ Collier County
_____ Non-Local
- Local Business Tax License # _____
2. Address of Principal Place of Business: _____
3. Number of years at this location _____ years
4. 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
5. Number of available employees for this contract _____
6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

Exhibit D
Project Funding Package

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 01/21/2017



**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 complete 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: Alleged Negligence or Breach of Contract | Incident Date And Date Filed | Plaintiff (Who sued and/or sued your company) | Case Number | Court County/State | Project | Claim Resolved (If Not circumstances) | Final Outcome (Who prevailed) |
|---------------------------------------------------------------------|------------------------------------|-----------------------------------------------------|-------------|-----------------------|---------|------------------------------------------|----------------------------------|
| 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 ensure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

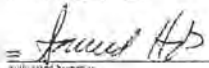
RPQ220007BJB - MANAGEMENT CONSULTING SERVICES

RFQ220007BJB - Management Consulting Services



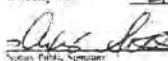
AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

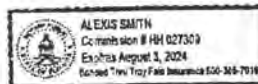
Instructions: Please complete all information that is applicable to your firm

Company Name: Ernst & Young, LLP
 Samuel Hughes Principal
Printed name of authorized signer Title
 10/18/21
Signature Date

The signer of this Affidavit guarantees, 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 15th day of October 2021, by Samuel Hughes who has produced Driver License (Print or Type Name)
H22-782-68-281-0 as identification.
 (Type of Identification and Number)

Notary
 State of Florida
 County of Leon

Notary Public Signature



HH027309 / August 1, 2024
Notary Public Number and Commission

1. Principal place of business is located within the boundaries of: Lee County
 Collier County
 Non-Local
- Local Business Tax License # N/A
2. Address of Principal Place of Business: 5 Times Square
New York, NY 10036
3. Number of years at this location: 0 years
4. Have you provided goods or services to Lee County on a regular basis within the past 5 consecutive years?
 Yes No *If yes, attach contractual history for past 3 consecutive years.
5. Number of available employees for this contract: Please see proposal
6. Does your company have a Drug Free Workplace Policy? Yes No

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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.

Exhibit D
Project Funding Package

SWR03-0223

FORM 03/01/03 (REV. 1/01/03)

Page 1 of 2

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

1. This sworn statement is submitted to Lee County
(Print name of the public entity)
- by 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 officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a *facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*
- Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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Exhibit D
Project Funding Package

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)

10/15/21
(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 as identification. (Type of Identification and Number)

Alexis Smith
(NOTARY PUBLIC)

My Commission Expires: August 3, 2024

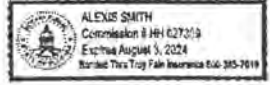


Exhibit D
Project Funding Package

OMB No. 3206-0047

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 Sam B Hughes

Company Name Ernst & Young, LLP

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

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

Exhibit D
Project Funding Package

Y&K 01-21-2021

Form 9: Disclosure of Lobbying Activities (if applicable)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 21 U.S.C. 1352

Approved by OIG
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. loan/repayment <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. subsequent | | 3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. periodic change | |
| 4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee *Name: Not applicable *Street 1: _____ Address 2: _____ *City: _____ State: _____ Zip: _____ Congressional District, if known: _____ | | | | | |
| 5. If Reporting Entry in No. 4 is Subawardee, Enter Name and Address of Prime | | | | | |
| 6. Federal Department/Agency: Not applicable | | | 7. Federal Program Name/Description: Not applicable <small>CFDA Number, if applicable: _____</small> | | |
| 8. Federal Action Number, if known: _____ | | | 9. Award Amount, if known: \$ _____ | | |
| 10. a. Name and Address of Lobbying Registrant: *First Name: _____ *Last Name: Not applicable *Middle Name: _____ *Street 1: _____ *Street 2: _____ *City: _____ *State: _____ *Zip: _____ | | | | | |
| b. Individual Performing Services (including address if different from No. 10a): *First Name: _____ *Last Name: _____ *Middle Name: _____ *Street 1: _____ *Street 2: _____ *City: _____ *State: _____ *Zip: _____ | | | | | |
| 11. Information requested through this form is authorized by 21 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the fee payer when the year action was made or renewed. This disclosure is required pursuant to 21 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 after an e-mail reminder of that duty shall be fined not more than \$100,000 for each such failure. * Signatures: Not applicable *Name: _____ *Title: _____ *Telephone No.: _____ *Date: _____ <small>Authorized for Local Reproduction Revised Form 4-15-00, 1-02</small> | | | | | |

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

*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

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 [Signature] Date 10/18/21
State of Florida
County of Leon

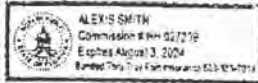
The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 18th day of October, 2021, by

Samuel Hughes who has produced Driver License as identification
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature

Alexis Smith
Printed Name of Notary Public

August 3, 2024 / HHC27307
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

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES

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> |
| <small>e-mail address</small> | <small>Telephone</small> |
| 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

RFQ220007BJB - MANAGEMENT CONSULTING SERVICES



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? |
| Answer | Yes. Scanned copies of the Required Forms are acceptable. |
| 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.) |
| Answer | 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. |

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

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Piggyback

SUBJECT: Project known as: Management Consulting Services for ARP

Between Lee County and Ernst & Young U.S. LLP

Reference: Board action approving contract/agreement

Board Date: 12/7/21

Agenda Item No.: A-5

Please sign the attached documents on appropriate signature lines. When complete, please send entire packet to the next Department on the numbered list below. Please return to Procurement Management when fully completed.

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

Recommendation to execute

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(2) **By Procurement Management:**

X Recommending execution (Includes Damages Cap Justification Form))

Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: *Carrie Prewitt*

Date: 12-7-21

Date received:

Date returned/forwarded:

Signed:

(3) **By the Risk Management**

Y Recommending execution

Not recommending execution for the following reason(s)

Date received: 12/7/2021

Date returned/forwarded: Dec 7, 2021

Signed:

(4) **By the County Attorney:**

Recommending execution

Not recommending execution for the following reason(s)

Date received: 12/8/2021

Date returned/forwarded: 12-9-21

Signed:

(5) **Board**

(6) **Clerk's Office, Minutes Department**

(7) **Procurement Management**

2021 DEC -8 PM RECEIVED BY LEE CO. ATTORNEY

2021 DEC -9 AM 11:05 Brian Boehs MINUTES OFFICE Page 1 of



AGENDA ITEM REPORT

DATE: December 7, 2021
DEPARTMENT: Procurement Management
REQUESTER: Mary Tucker
TITLE: Award Contract for Management Consulting Services for American Rescue Plan

I. MOTION REQUESTED

A) Approve contract with Ernst & Young U.S. LLP for management consultant services utilizing the State of Florida Contract 80101500-20-1, under Request for Qualifications No. RFQ220007BJB, Management Consulting Services, issued by the State of Florida. Expenditures will be on an as needed basis, for an initial term of three-years, as approved in the departments' annual adopted budget and for a total contract amount Not to Exceed \$4,490,266.00. Individual purchases in excess of \$100,000 will be brought back to the Board for approval.

B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

C) Grant the County Manager or designee the authority to renew the contract, for a renewal term not to exceed the initial agreement term of three years, and to execute all associated documents, if doing so is in the best interest of Lee County, and there are no cost increases associated with the renewal.

II. ITEM SUMMARY

Approves a contract with Ernst & Young U.S. LLP to provide management consulting services for use in the Treasury's federal compliance in ARPA guidelines and related funding utilizing the State of Florida contract that was competitively solicited. Expenditures will be on an as-needed basis for an initial term of three years, and renewals up to three additional years, as approved in the departments' annual adopted budgets.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

Procurement Management obtained qualifications statements for the project known as Request for Qualifications No. RFQ220007BJB, Management Consulting Services, in accordance with the Department of Management Services State Term Contract No. 80101500-20-1. On the solicitation deadline of October 10, 2021, Procurement Management received two submittals.

An evaluation meeting was held on November 1, 2021, during which the Evaluation Committee considered criterion as listed in the solicitation request including such items as; qualifications of company, company relevant experience and references, plan of approach and personnel qualifications. Based on the information submitted by the proposers, the Committee reached a consensus to negotiate with and recommend the award of a contract to Ernst & Young U.S. LLP, for use in the Treasury's federal compliance in ARPA guidelines and related funding, on an as-needed basis for an initial term of three years, and renewals up to three years, upon the agreement of both parties.

B) Policy Issues

C) BoCC Goals

D) Analysis

E) Options

IV. FINANCIAL INFORMATION

| | | |
|----|------------------------------------------------------------------------------------------|---------------------|
| A) | Current year dollar amount of item: | See Comments below. |
| B) | Is this item approved in the current budget? | |
| C) | Is this a revenue or expense item? | |
| D) | Is this Discretionary or Mandatory? | |
| E) | Will this item impact future budgets? If yes, please include reasons in III(D) above. | |
| F) | Fund: Program: Project: Account Strings: | |

| | | |
|----|-------------------------------------------------------------------------------------------------------|--|
| G) | Fund Type? | |
| H) | Comments: Expenditures paid by ARPA funds not to exceed administrative costs of 3% of total award. | |

V. RECOMMENDATION
Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------------------------------------|-------------|-----------|
| Vendor executed agreement Part 1 | 11/29/2021 | Agreement |
| Vendor executed agreement Part 2 | 11/29/2021 | Agreement |
| Vendor executed agreement Part 3 | 11/29/2021 | Agreement |
| Vendor executed agreement Part 4 | 11/29/2021 | Agreement |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------------------|-----------------|----------|----------------------|
| Procurement Management | Tucker, Mary | Approved | 11/29/2021 - 9:23 AM |
| Budget Services | Henkel, Anne | Approved | 11/30/2021 - 7:18 AM |
| Budget Services | Winton, Peter | Approved | 11/30/2021 - 8:44 AM |
| County Attorney | Swindle, Amanda | Approved | 11/30/2021 - 1:37 PM |
| County Manager | Winton, Peter | Approved | 11/30/2021 - 1:39 PM |