

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 07/05/2024

MEETING DATE:

8/13/2024

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent
Item

THRU:

ITEM ID: 4683

Maria AbdoulKarim, Office Of Housing & Community Services
Director

BY: Amy Munday, Contracting Officer II

SUBJECT: Management Services for the Community Development Block Grant (CDBG)
Entitlement Program

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contract 24-508 with Northeast & Bucks Co. T/A Mullin & Lonergan Associates (Jamison, PA) to provide supplemental management services for Lake County's Community Development Block Grant (CDBG) program; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is \$85,680 (expenditure - 100 percent grant funded) and is within, and will not exceed, the Fiscal Year 2024 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Housing and Community Services, issued Request for Proposal (RFP) 24-508 to retain a qualified firm to provide management services for Lake County's (County) Community Development Block Grant (CDBG) and HOME programs. This solicitation provides for an initial two-year term with three additional one-year terms available and replaces expiring Contract 18-0913.

Evaluation of the response was conducted by the Office of Housing and Community Services and the Office of Procurement Services. The evaluation of the proposal received reflects the technical factors and pricing that are in compliance with the criteria within the RFP.

Northeast & Bucks Co. T/A Mullin & Lonergan Associates has extensive knowledge of dealing with CDBG and HOME program matters, especially regarding environmental record reviews concerning Housing and Urban Development (HUD). Based on the County's needs and in its best interests, the recommendation is to award Contract 24-508 to Northeast & Bucks Co. T/A Mullin & Lonergan Associates.

Fiscal Impact: \$85,680.00 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CDBG	1200	2082100	830340		\$25,000
CDBG HOME	1200	2082375	830340		\$60,680

Advertised Date:

Paper:

Attachments:

1.	24-508 Price Tabulation Sheet
2.	24-508 Contract - VENDOR SIGNED

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 7/5/2024
Ron Falanga	Approved - 7/8/2024
Maria AbdoulKarim	Approved - 7/8/2024
Yelena Delgadillo	Approved - 7/10/2024
Jenny Deschenes	Approved - 7/26/2024
David Eichinger	Approved - 7/29/2024
Karen Snodgrass	Approved - 7/29/2024
Cari Christian	Approved - 7/31/2024
Michelle Wilkinson	Approved - 7/31/2024
Allison Teslia	Approved - 7/31/2024
Melanie Marsh	Approved - 8/1/2024
Jennifer Barker	Approved - 8/6/2024
Misty Spahn	Final Approval - 8/6/2024

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred
Until:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
NORTHEAST & BUCKS CO. T/A MULLIN & LONERGAN ASSOCIATES
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM
CONSULTING SERVICES**

RFP # 24-508

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Northeast & Bucks Co. t/a Mullin & Lonergan Associates, a foreign profit corporation authorized to conduct business in the State of Florida, its successors and assigns, herein referred to as the CONSULTANT (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP) #24-508 seeking firms or individuals to provide consulting services related to the implementation of the County's Community Development Block Grant (CDBG) Entitlement Programs, including grant program administration activities; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and public served by the COUNTY.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. **Purpose.** The purpose of this Agreement is for CONSULTANT provide specialized consulting services to COUNTY related to the implementation and administration of the COUNTY'S CDBG Entitlement Programs.
3. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide specialized consulting services related to the implementation and administration of the COUNTY'S CDBG Entitlement Programs to COUNTY, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONSULTANT'S Submittal Form, attached hereto and incorporated herein as **Exhibit A (composite)**, as well as the CONSULTANT'S proposed solution, attached hereto and incorporated herein by reference as **Exhibit B**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The CONSULTANT shall be governed by the Price Summary set forth in **Exhibit C**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of the Parties. The COUNTY

reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation. The CONSULTANT shall provide all deliverables in format(s) specified by COUNTY and shall provide any requested progress or status reports necessary for grant administration.

4. Term.

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners ("**Effective Date**"). The term of the Agreement will be for an initial two (2) year term with the option for three (3) subsequent one (1) year renewals ("**Term**"). Renewals are contingent upon written mutual agreement of the Parties. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.

B. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms, and conditions.

5. Open Quantity Contract. CONSULTANT acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other consultant(s) or to procure needed services separately utilizing the COUNTY'S procurement procedures.

6. Consultant Personnel.

A. Key Personnel. CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RFP # 24-508, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of CONSULTANT'S Key Personnel under this Agreement are attached hereto and incorporated herein as **Exhibit D**.

B. Personnel. CONSULTANT will assure that all personnel are competent, careful, and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY

may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

C. E-Verify. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

7. Pricing. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule attached hereto and incorporated herein as **Exhibit C**. Agreement prices will prevail for the full duration of the Agreement. Pricing for Technical Assistance will be at CONSULTANT'S blended hourly rate. Pricing for specific projects assigned by the COUNTY to CONSULTANT shall be based upon the lump-sum rates provided by CONSULTANT for the project specific tasks identified in **Exhibit C**; COUNTY may request CONSULTANT to provide a quote for a lump-sum fee, arrived at utilizing the hourly rates set forth in CONSULTANT'S Pricing Schedule, attached as **Exhibit C**, for additional project specific tasks not identified in **Exhibit C**. The personnel needed for each individual project shall be determined in the scope for each individual project assignment. Upon reviewing the project specific scope, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses.

8. Invoicing and Payment.

A. CONSULTANT shall submit an accurate invoice to COUNTY on a monthly basis for (1) the actual number of hours worked for Technical Assistance assignments, utilizing the CONSULTANT'S blended hourly rate, and (2) for the percentage of work completed for project specific tasks assigned by the COUNTY under a lump-sum fee arrangement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. CONSULTANT shall not initiate project specific tasks without an agreed upon scope and express direction from the COUNTY in writing. The invoices must reflect the type of service provided to the COUNTY and must include: the contract number; task or purchase order number; date and location of delivery or service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Failure to submit invoices in the prescribed manner will delay payment and the CONSULTANT may be considered in default of this Agreement and this Agreement may be terminated. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

B. COUNTY shall reimburse CONSULTANT for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

C. The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued in order to receive the interest payment.

D. Other than the fees and rates set forth in **Exhibit C**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

E. Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

F. Compensation of Consultant's Subconsultants and Suppliers. Upon receipt of payment from the COUNTY, the CONSULTANT shall pay each of its subconsultants and suppliers out of the amount received by the CONSULTANT on account of such subconsultant's or supplier's portion of the Service, the amount to which each entity is entitled. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONSULTANT'S subconsultants or suppliers. However, the COUNTY reserves the right, but has no duty, to make payment jointly to the CONSULTANT and to any of its subconsultants or suppliers if the COUNTY becomes aware that the CONSULTANT fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the COUNTY, will create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and will not be deemed to commit the COUNTY to repeat the procedure in the future.

G. This service is being funded through a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD), the CONSULTANT shall cooperate with the COUNTY in order to assure compliance with all requirements of HUD, including providing access to and the right to examine relevant documents related to the Service and as specifically required by HUD, and will not receive any payment until all required forms are completed and submitted. A copy of the HUD requirements will be supplied to the CONSULTANT by the COUNTY upon request. The CONSULTANT shall comply with all applicable Federal law, including, but not limited to regulations, executive orders, HUD policies, procedures, and directives.

9. Compliance with Grant Funding Requirements. Some or all of the funding for the services provided by CONSULTANT under this Agreement is derived from federal funding from the U.S. Department of Housing and Urban Development (HUD). Federal funding provisions required by HUD are attached hereto incorporated herein as **Exhibit E**. In the event any part of this Agreement is to be funded by any other sources of federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

10. County Responsibilities.

A. The COUNTY shall pay CONSULTANT in accordance with the provisions of this Agreement.

B. COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

C. Project Manager. COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

D. The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

11. Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

12. Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of Lake County's Procurement Services Director on behalf of the COUNTY. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall

under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

13. Licenses and Permits. CONSULTANT shall remain appropriately licensed throughout the course of the service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

14. Independent Consultant. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

15. Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

16. Consultant as Prime. CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed. Subconsultants currently under contract with the COUNTY obtained through competitive solicitation, may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants currently under contract with the COUNTY. No change in subconsultants will be made without consent of the COUNTY. Even if the subconsultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

17. Insurance.

A. CONSULTANT shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all insured claims, demands, or causes of action whatsoever, for injuries received or damage to property

relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

B. The Parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT is in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate.....	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury.....	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense.....	\$5,000
Contractual Liability.....	Included

2. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit.....	\$1,000,000
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3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employer's liability insurance with the following minimum limits and coverage:

Each Accident.....	\$1,000,000
Disease-Each Employee.....	\$1,000,000
Disease-Policy Limit.....	\$1,000,000

5. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be listed as additional insured as their interest may appear all applicable policies. Certificate(s) of insurance must identify the RFP number in the Description of Operations section on the Certificate.

D. CONSULTANT shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. CONSULTANT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with the COUNTY and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation, with the exception of workers' compensation and professional liability. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

G. Certificate holder shall be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONSULTANT and/or sub-consultant providing such insurance.

J. CONSULTANT shall be responsible for sub-consultants, if any, and to ensure that such subconsultants are maintaining insurance during the term of this Agreement. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONSULTANT'S requirements.

K. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

L. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

18. **Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement under 24 C.F.R. Part 570; 2 C.F.R. Part 200; or Part III, Chapter 112, Florida Statutes, in the performance of its obligations pursuant to the Agreement; or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT certifies that no

officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

19. Indemnity. The CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design or errors or omissions. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT'S expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set for in Section 768.28, Florida Statutes.

20. Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement.

21. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

22. Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

23. Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY or its Executive Director will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONSULTANT will be entitled to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

24. **Accuracy and Standard of Care.** CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality.

25. **Deficiencies in Work.** CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its deliverables, reports, or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

If the CONSULTANT fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONSULTANT, in writing, that the CONSULTANT is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONSULTANT fails to correct the work within the period specified in the notice, the COUNTY may place the CONSULTANT in default, obtain the services of another CONSULTANT to correct the deficiencies, and charge the incumbent CONSULTANT for these costs, either through a deduction from the final payment owed to the CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

26. Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state, and local statutes, codes, regulations, and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement. In the event a federal, state, or local statute, code, regulation, or ordinance is modified or created during the term of this Agreement which is applicable and related to the services provided under this Agreement, the Parties will jointly determine if an amendment to this Agreement is necessary.

27. Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

28. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
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 for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT 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.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task assigned to or work completed by CONSULTANT under this Agreement. Upon completion of task, CONSULTANT will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

29. Right to Audit.

A. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

B. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

C. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to CONSULTANT.

D. CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed under this Agreement.

30. Warranties. All warranties express and implied, must be made available to the COUNTY for goods and services provided under this Agreement. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services. The rights and remedies provided in this Agreement will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision this Agreement. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

31. Certification Regarding Scrutinized Companies that Boycott Israel. By executing this Agreement, the CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any agreement with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

32. **Anti-Trafficking Related Activities.** The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;
- B. Procuring commercial sex acts during the period of performance of the Agreement;
- C. Using forced labor in the performance of the Agreement;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

33. **Non-Collusion.** CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

34. **Public Entity Crimes.** As provided by Section 287.133, Florida Statutes, person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. **Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted Vendor (Sec.287.133, Fla. Stat.)/Suspended Vendor (Sec. 287.1351, Fla. Stat.) List.

36. **Foreign gifts and contracts.** Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

37. **Contracting with foreign entities of concern.** Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the County by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

38. **Social, political, or ideological interests.** Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

39. **Disadvantaged Businesses.** The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

40. **Tobacco Products.** Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

41. **Civil Rights Act.** During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT'S employees or

applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. Executed Title VI Non-Discrimination Assurances are attached hereto as **Exhibit D** and incorporated herein.

42. **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida, and CONSULTANT hereby consents to the personal jurisdiction of state and/or federal courts located in the State of Florida and waives any objections it may have to personal jurisdiction or venue in any action brought in such courts related to or arising from this Agreement. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

43. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

44. **Captions.** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

45. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

46. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties hereto, unless otherwise stated herein.

47. The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

48. **Compliance with Applicable Laws.** The CONSULTANT will at all times comply with all Federal, State and local laws, rules and regulations.

49. **Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

50. With the consent of the CONSULTANT, other governmental entities may make purchases in accordance with the Agreement. Any such purchases will be governed by the same terms and conditions as stated in this Agreement with the exception of the change in governmental entity name.

51. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

52. **Construction of Agreement.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

53. **Continuation of Work.** Any work that commences prior to, and will extend beyond the expiration date of this Agreement must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

54. **Sovereign Immunity.** COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third Party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

55. **Notice.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:
Northeast & Bucks, Co.
t/a Mullin & Lonergan Associates
2 Kacey Court, Suite 201
Mechanicsburg, Pennsylvania 17055

If to COUNTY:
Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:
Lake County Attorney
315 W. Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

Each Party hereto may change its mailing address by giving to the other Party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

56. **Scope of Agreement:** This Agreement is intended by the Parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSULTING SERVICES RFP #24-508

This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

- Exhibit A (Composite)** Scope of Services and Submittal Form (5 pages).
- Exhibit B** Consultant's Proposal (Excerpted) (28 pages).
- Exhibit C** Consultant's Pricing (2 pages).
- Exhibit D** Consultant's Key Personnel (2 pages).
- Exhibit E** HUD Federal Funding Provisions (9 pages).

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES

William Wasielewski

William Wasielewski, President

This 2 day of July, 2024.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSULTING SERVICES
RFP #24-508

COUNTY


LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS



Kirby Smith, Chairman

This 27th day of Aug, 2024.

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

mmarsl 8/26/24

Melanie Marsh
County Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDGB)
ENTITLEMENT PROGRAM****1. SCOPE OF WORK**

Lake County is seeking a Consultant to provide expertise and services that specialize in grant funding related to the County's Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME). Consultant, in conjunction with County staff, will develop plans and programs to expend the annual allocation of grant funds. Consultant agrees, under the terms and conditions of this Request for Proposal (RFP) and the applicable federal, state, and local laws and regulations, to undertake, perform and complete necessary CDBG (Entitlement) grant program administration activities required to implement and complete the County's CDBG projects in compliance with applicable laws and regulations and in a timely manner.

2. PROGRAM ADMINISTRATION SERVICES TO INCLUDE, BUT NOT LIMITED TO:

- 2.1 Preparation and submittal of the County's Consolidated Plan for the CDBG (Entitlement) program;
- 2.2 Preparation and submittal of the Annual Action Plan to be completed in collaboration with County staff;
- 2.3 Preparation and submittal of the Consolidated Annual Performance and Evaluation Reports (CAPER);
- 2.4 Preparation and submittal of all HOME Program Plans;
- 2.5 Preparation and submittal of the Analysis of Impediments to Fair Housing Choice Plan;
- 2.6 Have access to upload required information into the Integrated Disbursement and Information System (IDIS);
- 2.7 Review bid documents and contract documents for compliance, as needed;
- 2.8 Oversight of project schedule and compliance;
- 2.9 Perform all required Environmental Review Record (ERR) as required by HUD regulations;
- 2.10 Perform oversight of David Bacon Labor Standards compliance for County and Urban County Partner projects;
- 2.11 Representation during site visits and monitoring;
- 2.12 Preparation of project contracts;
- 2.13 Monitor Contractor and engineer progress;
- 2.14 Review change orders and amendments to ensure compliance;
- 2.15 Prepare documents for administrative / financial close outs;
- 2.16 Assistance with future audits related to projects performed under this Scope of Services;
- 2.17 Preparation and submittal of any substantial program amendments; and
- 2.18 Provide all other technical assistance as needed.

3. MINIMUM QUALIFICATIONS AND EXPERIENCE

- 3.1 Proposing firm and personnel must have a minimum of five (5) years of experience in successfully providing administrative management services for CDGB and related HUD grant funded programs in compliance with applicable rules and regulations.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDGB)
ENTITLEMENT PROGRAM**

3.2 Consultant shall provide relevant experience and qualifications for each technical person who will be involved in the performance of this contract including educational background, academic degrees, professional associations, current job title, responsibilities, type of work performed, and experience on projects similar to that requested in this RFP.

4. SPECIAL PROVISIONS

All research / study materials produced as a result of this proposal will become the property of Lake County at the conclusion of this study. The appropriate County staff will have access to all study documents upon request.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Northeast & Bucks Co. T/A Mullin & Lonergan Associates has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **COMMUNITY DEVELOPMENT BLOCK GRANT (CDGB) ENTITLEMENT PROGRAM** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial two (2) year term with the option for three (3) one (1) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery at CDGB@lakecountyfl.gov Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

- 9.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): PGDWFY649RW8

10.0 RECIPROCAL VENDOR PREFERENCE

N/A

11.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *William Wasielewski*

Date: 4/2/2024

Print Name: William Wasielewski

Title: President/CEO

Primary E-mail Address: billw@mandl.net

Secondary E-mail Address: juliaf@mandl.net

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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Lake County, FL

**Proposal to Provide
Professional Services Technical
Services for the Lake County, FL
CDBG and HOME Programs**

Proposal in Response to RFP Number 24-508



April 4, 2024

MULLIN &
LONERGAN
ASSOCIATES
INCORPORATED

50th
ANNIVERSARY
1965 - 2015

800 Vinial Street, Suite B414
Pittsburgh, PA 15212

www.mandl.net



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Statement of Interest

April 4, 2024

Lake County, FL
Attn: Amy Munday
315 W. Main St.
Tavares, FL 32778

RE: RFP Number 24-508
Professional Services for Management of CDBG Entitlement Program

To Whom It May Concern:

Mullin & Lonergan Associates is pleased to provide its credentials to continue the provision of professional technical assistance to the Lake County Community Development Block Grant Program and HOME Investment Partnership Program. Since July 2017, our firm has consistently provided a quality level of professional services to the County's CDBG and HOME Programs and staff, including in the areas of environmental review, IDIS clean-up, Annual Plan preparation, substantial amendments to Annual Plans, Consolidated Annual Performance & Evaluation Report (CAPER) preparation, Consolidated Plan preparation, and responding to all requests for technical assistance on any areas related to the CDBG and HOME Programs.

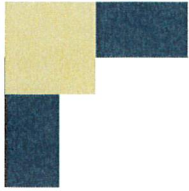
It is our understanding that the County is requesting professional consulting services to continue this level of technical assistance. M&L is prepared to continue providing assistance in the same areas, as well as preparing and reviewing bid and contract documents, oversight of the program year schedule and general program compliance, assistance with the Urban County partner projects, assistance with monitoring and site visits, monitoring contractor and engineering progress, reviewing change orders and contract amendments for compliance, preparing documents for close-out, assisting with any future HUD audits, and providing technical assistance upon request from program staff. Within our proposal, we have also included within our scope the preparation of the Analysis of Impediments to Fair Housing Choice.

Our proposed budget includes a blended hourly rate for technical assistance as well as lump sum amounts for specific task orders.

Should you have any questions, I can be reached at (412) 323-1950 or via email at billw@mandl.net. M&L looks forward to continuing its professional relationship with the Lake County CDBG and HOME Programs.

Sincerely,

William Wasielewski, President



Introduction to M&L

Overview of M&L

Mullin & Lonergan Associates is a housing and community development consulting firm with offices in Pittsburgh and Mechanicsburg, PA. Formed in 1965, Mullin & Lonergan was consolidated into Northeast & Bucks Company in 1979. Although the legal name of our firm is Northeast & Bucks Company, we use the trade name of Mullin & Lonergan Associates because of the goodwill and recognition that we have built with our clients and within our industry for more than 55 years. To our clients, the firm is known simply as “M&L.”

Our clients include local units of government (boroughs, townships, cities, counties, states), HUD CDBG entitlements, HOME Participating Jurisdictions, Continuums of Care, public housing authorities, nonprofit organizations, planning agencies, state housing finance agencies, and economic development organizations. We are members of the National Association of Housing and Redevelopment Officials (NAHRO), Pennsylvania Association of Housing and Redevelopment Authorities (PAHRA), and National Association for County Community and Economic Development (NACCED). M&L meets the definition of a small business with a workforce comprised of 20 employees. These include housing specialists, community planners, local government specialists, and finance specialists.

For the purposes of all matters relating to this proposal, M&L’s contact person and Principal-in-Charge is William Wasielewski, AICP.

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Proposed Scope of Services & Approach

M&L is prepared to provide the requested professional planning services related to the administration and implementation of Lake County's Community Development Block Grant and HOME Programs. Our services will be planned and carried out in accordance with all applicable federal, state and local statutes, regulations, policies and in accordance with the requested services in the RFP. Listed below is a more detailed overview of the proposed scope of services.

A. Consolidated Plan & Annual Action Plans

Task 1. Review of the Citizen Participation Plan

We will review the County's CPP for any revisions that may be needed and provide suggested recommendations. This is a requirement as part of the Consolidated Planning process.

Task 2. Project Mobilization

Development of Detailed Schedule

M&L will work with county staff to finalize a detailed calendar to complete the Consolidated Plan and Annual Action Plan documents and meet all HUD deadlines.

Initial Project Planning with County Staff

This task involves a series of initial organizational steps that will ensure the timely execution of subsequent tasks. We will begin by providing a Stakeholder Chart to County staff that includes a list of stakeholder categories with whom consultations will be conducted during our visit to Lake County.

Work with the County to Obtain IDIS Access

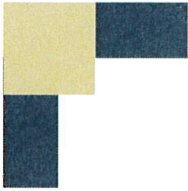
M&L will work with the County staff to obtain IDIS access from HUD for the preparation of the CP and AAP. This is required for the actual submission of these plans.

Review of Citizen Participation Process

M&L will review its proposed Citizen Participation Process with staff. Details for the Community Meetings and Resident Survey will be discussed.

Identification of Community Stakeholders

At the outset of the consolidated planning process, M&L will work with County staff to refine the list of stakeholders whose input would be sought during the preparation of the CP/AAP. We will work with staff to identify key stakeholders consisting of public and private entities whose input can assist in generating a comprehensive profile relative to housing and community development needs for lower income residents. The manner in which outreach to stakeholders will be conducted will be refined upon contract execution and will include up to six virtual/hybrid stakeholder sessions. Based on HUD requirements, the following stakeholder consultations are recommended:



- Public and private agencies that provide assisted housing, health services, and social and fair housing services, including those focusing on services to:
 - Children
 - Elderly persons
 - Persons with disabilities
 - Persons with HIV/AIDS and their families
 - Immigrants and persons with limited English proficiency
 - Homeless persons and families
- Lake County Housing Agency
- Health and child welfare agencies concerning lead-based paint hazards
- The Continuum of Care lead entity to address the development of policies, performance standards and program evaluation
- Adjacent governments regarding priority non-housing community development needs and local government agencies with metro-wide planning responsibilities regarding problems and solutions that go beyond a single jurisdiction (e.g., transportation)
- Public and private agencies that address housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations
- Neighborhood and community-based organizations
- Business and civic leaders
- Municipal departments or agencies such as Public Works, Engineering, Code Enforcement, Police, Planning, etc.
- Affordable housing developers, both nonprofit and for-profit

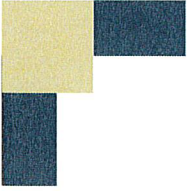
Finally, beginning with CPs submitted on or after January 1, 2018, HUD requires that stakeholder consultations also include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies. These, too, shall be added to the list of stakeholders for Lake County.

Task 3. Citizen Participation Process and Stakeholder Consultation

The following list includes a series of tasks proposed to maximize citizen participation and stakeholder outreach as part of the CP/AAP planning process. All community engagement and stakeholder outreach activities will be conducted in accordance with the County's Citizen Participation Plan.

Facilitation of Community Meetings

Our project team will assist in the facilitation of up to four hybrid/virtual Community Meetings, the purpose of which will be to explain the CP process, solicit input on



affordable housing and community development needs, present the project timeline and inform the community of the ways they can offer input into the process. The Resident Survey will be launched at these meetings. The URL will be advertised, paper copies will also be available, and attendees with smart phones will be encouraged to go online and take the survey at the meeting.

For each meeting, M&L will prepare and provide:

- Agendas and sign-in sheets
- Appropriate handouts to foster discussion
- Large scale maps of the County's LMI areas and areas of concentration of minorities
- A written summary of the issues discussed and a list of the attendees to be included as an appendix to the CP

At least one week prior to the meetings, we will provide draft copies of all agendas, handouts, etc. to County staff for review and approval.

With County staff assistance, we can also provide bi-lingual materials in English and Spanish, if needed: surveys, agendas, handouts, etc.

Web-based Resident Survey

M&L will provide County staff with a draft survey instrument appropriate for identifying affordable housing and community development needs. The web-based survey will be designed to accommodate responses from community leaders, social service assistance organizations, and the general public. This single logic survey will be hosted by Survey Monkey. Translation of the survey into Spanish will also be provided, if requested.

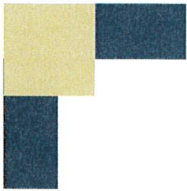
The survey will be available online and will be suitable for posting on the County website. Paper copies can also be made available at all Forums and Community Meetings conducted as part of this process. All surveys will be tabulated and analyzed for incorporation into the CP documents. The distribution method and advertising campaign for the survey can be developed upon contract execution.

Task 4. Needs Assessment (NA 05-50)

The CP will describe the County's estimated housing needs and needs for supportive services projected for the next five years. Housing data will reflect consultations conducted with housing provider agencies, nonprofit organizations and social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services. Information on needs obtained from Community Meetings and the Resident Survey will also be incorporated.

Categories of Persons Affected

The CP will describe the County's need for assistance for extremely low income, very low income, low income and moderate-income families, for renters and owners, elderly persons, large families and persons with disabilities. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden,



overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate-income renters and owners compared to the County as a whole.

For any of the categories of households enumerated above, to the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included. (Disproportionately greater need exists when the percentage of persons in a category of housing need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.)

Public Housing Residents

M&L will describe the needs of current public housing and Housing Choice Voucher households, as well as families on the waiting lists for public housing and Section 8 vouchers.

Homeless Needs

The CP will describe the nature and extent of homelessness within the County using HMIS and the most recent Point-in-Time count as the basis for this section, if available. M&L will utilize the region's Continuum of Care documents for this purpose. The CP will include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems). The CP will also contain a narrative description of the nature and extent of homelessness by racial and ethnic group, to the extent that information is available.

Non-Homeless Special Needs

To the extent practicable, the CP will describe the level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with substance addiction, persons with HIV/AIDS and their families, public housing residents, and other categories that may be appropriate in the County.

Non-Housing Community Development Needs

The CP will include a concise summary of the County's priority non-housing community development needs, including public facilities, public improvements, public services and other eligible uses of CDBG funding. The basis for this section will be the summary of public participation and stakeholder outreach.

Task 5. Market Analysis (MA 05-50)

General Characteristics

The CP will describe the significant characteristics of the local housing market, including such aspects as the supply, demand, condition and cost of housing, including lead-based



paint hazards. The CP will identify and describe any areas of concentration of minorities and LMI residents within the County.

Lead-Based Paint Hazards

The CP will estimate the number of housing units that may potentially contain lead-based paint hazards and are occupied by LMI families with children.

Public Housing

M&L will describe the number of public housing units, the physical condition of these units, the restoration and revitalization needs, results from the Section 504 needs assessments and the Housing Agency's strategies for improving the management and operation of public housing. The CP will include the Authority's strategies for improving the living environment of low and very low-income families residing in public housing. The Plan will also identify the public housing residential communities that will be improved with Capital Fund resources from HUD.

Assisted Housing

The CP will include a description of the number and targeting (by income and type of family) of units currently assisted by public funds and an assessment of whether any such units are expected to be lost from the local inventory, including expiring Section 8 contracts.

Homeless Facilities

The CP will include a brief inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons. We will review data made available from the Continuum of Care.

Special Need Facilities and Services

This section of the CP will describe the housing stock available to persons with disabilities and other LMI persons with special needs, including persons with HIV/AIDS and their families. To the extent information is available, the CP will describe the facilities and services that assist persons who are not homeless but who require supportive housing and supportive programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Barriers to Affordable Housing

The CP will explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in the County are affected by local public policies. The information included in this section will be obtained from the County's AI document.

Non-Housing Community Development Assets

We will provide a concise summary of the priority non-housing community development needs that are eligible for assistance.



Task 6. Strategic Plan (SP 05-80)

M&L will prepare the Strategic Plan in accordance with 24 CFR Part 91.315. This section will include priorities, objectives, actions, and benchmarks for affordable housing, homeless and other special needs populations. It will also include sections related to barriers to affordable housing, lead-based paint hazards, and reducing poverty. Where appropriate, relevant information from other County department strategic plans will be incorporated.

General Characteristics

Based on input received through outreach efforts and the statistical analysis, M&L will define priority needs. For each of the priority needs identified, the CP will include:

- The reasons for the choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the underserved needs;
- The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion; and
- A description of the resource allocation geographically and among different activities.

Resources

M&L will describe the full range of federal and other resources that are available to assist the County in meeting its housing and community development needs.

- Federal Resources – The expected federal resources to be available to address the needs identified within the CP.
- Other Resources – The resources from private and non-federal public sources that are reasonably expected to be available to address the needs. The Plan will include an explanation of how federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

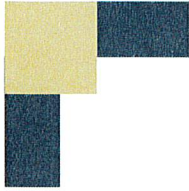
Institutional Structure

The CP will describe the strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs.

Goals

The Strategic Plan will include summaries of the objectives the County intends to initiate and/or complete during the five-year period. For each objective, the Plan will identify proposed accomplishments and quantitative outcomes, as provided in the IDIS Goal Outcome Indicators (GOI).

Public Housing



The CP will describe activities to encourage resident involvement in management and to participate in homeownership. The Plan will also describe how the County will address the needs of public housing.

Barriers to Affordable Housing

The CP will describe the County's strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing. M&L will use the County's most recent AI document to inform this section of the Plan.

Homelessness Strategy

The Plan will include a description of the County's strategy for identifying resources to be used for the following:

- Helping low income families avoid homelessness;
- Reaching out to homeless persons and assessing their individual needs;
- Addressing the emergency shelter and transitional housing needs of homeless persons; and
- Helping homeless persons make the transition to permanent housing and independent living.

Lead-Based Paint Hazards

The CP will outline the actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs.

Anti-Poverty Strategy

The Plan will describe the County's goals, programs and policies for reducing the number of poverty level households and how the goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the County is responsible and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line. How these initiatives will be coordinated with other programs will be concisely summarized.

Monitoring

The Plan will describe the standards and procedures which the County uses to monitor activities to be carried out in furtherance of the CP. The current Monitoring Plan utilized by the County, as well as updated language developed by M&L, will be the basis for this section.

Certifications

The CP will contain the current certifications required by HUD.

Draft of Process (PR-05 to PR-15) and Executive Summary (ES-05)

Following completion of the draft Strategic Plan, we will provide a draft of the Process section and the Executive Summary section to County staff for review and comment.



Task 7. Revisions to CP Document

Based on feedback from County staff, M&L will make revisions to the draft CP and prepare the document for public display. We normally exchange information via day-to-day email and telephone conversations. We will provide content in MS Word format and Adobe Acrobat.

Task 8. Preparation of Annual Action Plan (AP 15-90)

Following staff's approval of the draft CP, M&L will prepare the draft Annual Action Plan using the following methodology:

Expected Resources

The AAP will include a concise summary of the federal resources expected to be available including grant funds, anticipated program income, and other resources such as private and non-federal public sources that are reasonably expected to be available to carry out its Strategic Plan over the course of the program year. M&L will explain how federal funds will leverage these additional resources, including a description of how matching requirements of the HUD programs will be satisfied.

Annual Goals and Objectives

M&L will summarize the specific goals the County intends to initiate and/or complete within the program year. Goals from the AI will be included for implementation beginning in 2025.

Allocation Priorities

M&L will describe the reasons for the County's allocation priorities and how the proposed distribution of funds will address the priority needs and goals of the Strategic Plan.

Method of Distribution

M&L will describe the criteria that will be used to select grant applications, the relative importance of these criteria, how resources will be allocated among funding categories, threshold factors and grant size limits, and outcome measurements expected as a result of the method of distribution.

Projects

M&L will collaborate with County staff to review its selected activities for the upcoming program year.

Geographic Distribution

M&L will generate a series of GIS maps to indicate geographically how Lake County will provide direct assistance to low-income and minority concentrated areas during the program year.

Affordable Housing



The Action Plan will specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. The AAP will also indicate the number of affordable housing units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

Public Housing

M&L will describe what actions the County will take in the program year to carry out the public housing portion of the Strategic Plan.

Homeless and Other Special Needs Activities

M&L will describe the County's one-year goals and the specific actions steps it will undertake in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy. The AAP will also describe the one-year goals and specify the activities to be undertaken to serve the housing and supportive service needs of non-homeless populations who require supportive housing.

Barriers to Affordable Housing

M&L will describe planned actions to remove or ameliorate the negative effects of local policies that serve as barriers to affordable housing. M&L will summarize appropriate barriers identified in the County's AI document for this purpose.

Other Actions

The AAP will describe the planned actions to carry out the strategies outlined in the CP relative to fostering and maintaining affordable housing, evaluating and reducing lead-based paint hazards, reducing the number of poverty-level families, developing institutional structure, enhancing coordination and identifying obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Program-Specific Requirements

The AAP will include the method of distribution, including all selection criteria for funding, how CDBG resources will be allocated among funding categories, the threshold factors and grant limits to be applied.

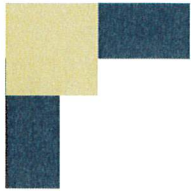
Task 9. Revisions to Draft Annual Action Plan

Based on feedback from County staff, M&L will make revisions to the draft AAP and prepare the document for public display.

Task 10. Public Comment Period & Public Meeting

Once the Revised CP/AAP documents are provided to the County for the public comment period, M&L will initiate the IDIS entry process for these documents. Based on our experiences using the eCon Planning Suite template, the later IDIS entry occurs in the development of the CP/AAP documents, the more efficient the process.

M&L will assist Lake County to facilitate a Public Meeting on the draft CP/AAP documents. For this meeting, we will provide:



- Agendas and a summary of the CP goals and AAP projects for the upcoming program year
- A Power Point presentation that summarizes the CP/AAP process and document
- Sign-in sheets
- A written summary of the comments made to be incorporated into the final CP/AAP documents

Task 11. Presentation before the Board of County Commissioners

For the presentation of the final CP/AAP documents to the Board of County Commissioners, M&L will be present to explain the process utilized by the County, summarize the goals and strategies included in the CP, and list the proposed projects for funding in the AAP.

Following action by Board, M&L will incorporate the required certifications, forms and signature pages into the CP/AAP documents and prepare them for submission to HUD.

Task 12. Submission to HUD

Electronic submission of these two documents by M&L will occur in collaboration with County staff and in the required eCon Planning suite in IDIS. E-files of both documents will be provided.

Task 13. Technical Support during HUD's Review/Final Deliverables

M&L will remain available to staff throughout the 45-day HUD review period for the CP/AAP. We will assist in responding to any HUD questions that may arise relative to these two documents.

B. Environmental Review Record

M&L will prepare the required ERRs in the following manner. Alternatively, our staff can provide oversight and technical assistance to County staff who are assigned this task.

1. Determine the range of activities that require environmental clearance and prepare a schedule of tasks that will result in HUD's environmental release of funds.
1. Classify project activities (i.e., as exempt, categorically excluded, or requiring an assessment) and documenting these classifications via citations from Part 58.
2. Determine the applicability of the various laws and authorities listed in Part 58.5 – historic properties, floodplains, wetlands, endangered species, noise, hazardous materials, farmlands protection, etc. We will research online databases and/or prepare consultation letters with the appropriate agencies regarding these laws and regulations. Our work includes preparing correspondence and all supporting documentation required by these agencies. Agencies to be consulted, where appropriate, include:
 - a) Floodplain Maps: FEMA Flood Map Service Center at <https://msc.fema.gov/portal/search>
 - b) Road Maps
 - c) Railroad Locations



- d) Airport Locations
 - e) Contaminants and Toxic Substances: www.epa.gov/nepa/nepassist
 - f) Explosives and Flammables
 - g) Historic Properties: Letter to State Historic Preservation Office
 - h) Tribal Reservations: Letter to affected Tribe.
3. Assist in preparing supporting documentation for the ERR, including memorandums of agreement, HABS reports and other historic preservation compliance measures for annual community development activities.
 4. Prepare written environmental assessments as required.
 5. Undertake special environmental clearance studies or reports (e.g., historic recordations, etc.) as required.
 6. Determine which project activities require submissions of requests for release of funds and securing such releases on a multi-year basis to minimize the County's environmental review responsibilities in subsequent years.
 7. Prepare tentative schedules for publications of notices and releases of funds.
 8. Prepare notices (e.g., floodplain, intent to request a release of funds, finding of no significant impact, etc.) as required for publication or posting.
 9. Prepare all HUD forms required to secure releases of fund.
 10. Prepare written environmental review records (ERR) that contain all environmental review documents, public notices and written determinations or environmental findings required by Part 58 to provide evidence of review, decision making and actions pertaining to project activities.
 11. Assist in the preparation of the ERR in HUD's new HEROS once it becomes fully operational and required by HUD, if appropriate within the timeframe of this contract.

C. Analysis of Impediments to Fair Housing Choice

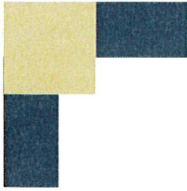
Based on our knowledge of HUD's expectations relative to AIs, and our AI experience with HUD entitlements, M&L offers the following Analysis of Impediments (AI) work program for your consideration. It should be noted that if the County intends to update its AI, M&L would recommend this be done simultaneously with the preparation of the County new Five-Year Consolidated Plan.

Task 1. Project Mobilization

Identification of Stakeholders

Based on HUD requirements, the following stakeholder consultations are recommended:

- Lake County Housing Agency and other assisted housing providers
- Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes



- Community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws
- Regional government agencies involved in metropolitan-wide planning and transportation responsibilities
- Other entities identified by staff as appropriate for interviewing

Finalize Planning for Stakeholder Outreach

Once the general approach to the AI outreach and consultation process is established, M&L will prepare a suggested Interview Schedule. We would require the assistance of County staff in contacting stakeholders, scheduling all interviews and meetings, and providing meeting space.

Draft Letters to Fair Housing Agencies

We will draft letters to HUD and the Florida Commission on Human Rights requesting lists of housing discrimination complaints and a status report on the complaints filed with each respective agency since the date of the County's previous AI. It is important to request this information early in the fair housing planning process as it sometimes takes several weeks to obtain the data.

Task 2. Community Engagement Plan

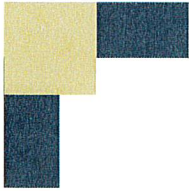
Based on the County's Citizen Participation Plan, the following description of our proposed Community Engagement Plan reflects a series of tasks that has worked well in other entitlements and offers a variety of opportunities for resident participation throughout the entire AI process.

Conduct Stakeholder Interviews

The stakeholder outreach will be conducted as part of the AI planning process. Based on the stakeholders identified by County staff, M&L will utilize a list of issues and questions to be addressed during each individual or group interview. After each consultation, we will prepare a written summary of the issues discussed and information exchanged. Through these consultations, we expect to gain an understanding of the agency or organization, their function in the fair housing arena, priority needs of their clients, and other relevant information. The written summary will be provided to staff upon completion of the stakeholder interviews.

Conduct Web-based Survey

To maximize stakeholder consultation and input from County residents, M&L will provide a web-based survey to be distributed for the purpose of identifying knowledge of/experience with housing discrimination, potential impediments to fair housing choice and desired strategies for de-segregating and integrating various neighborhoods. We will compile and analyze the survey results and present them to staff for review.



Facilitation of up to two Public Meetings

M&L will facilitate up to two public meetings during the AI planning process. One public meeting will be conducted early in the process; the final meeting will be facilitated toward the end.

At the first meeting, we will present a summary of the HUD-provided data and a series of maps to encourage discussion on fair housing issues in the County. The second public meeting will occur toward the end of the AI process when we can present a summary of factors contributing to fair housing and a series of draft goals and priorities for public discussion.

Task 3. Fair Housing Analysis

As part of this task, we will search for key housing and demographic indicators that help to paint the picture of fair housing in Lake County. We will use the most recent census data available at the census tract level in preparing this analysis. We will graphically illustrate trends and conditions with maps and tables. In addition, M&L will obtain relevant studies, reports and other information from the County that would be appropriate for incorporation into the AI. These will be identified and discussed at the initial meeting with County staff.

A **Demographic Summary** describing patterns and trends since 2000, and the location of renters and homeowners, both in the County and the region

General Issues including:

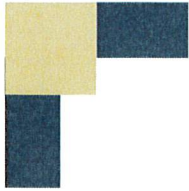
- Segregation and integration
- Racially/Ethnically Concentrated Areas of Poverty (R/ECAPs)
- Disparities in Access to Opportunity
- Disproportionate Housing Need
- Contributing Factors to fair housing

A **Publicly Supported Housing Analysis** including:

- Demographics
- Location and Occupancy of Publicly Supported Housing
- Disparities in Access to Opportunity
- Contributing Factors to fair housing

A **Disability and Access Analysis** including:

- A geographic profile of persons with disabilities
- Housing Accessibility in the region for persons with disabilities
- Integration of Persons with Disabilities living in Institutions and Other Segregated Settings
- Disparities in Access to Opportunity
- Disproportionate Housing Need
- Contributing Factors to fair housing

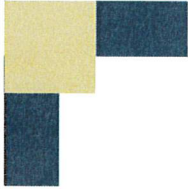


A Fair Housing Enforcement, Outreach Capacity and Resource Analysis including:

- Any unresolved charges, findings, determinations from a substantially equivalent state or local fair housing agency
- Any letter or finding or lawsuit issued or filed by the Department of Justice alleging a pattern or practice or systemic violation of fair housing or civil rights law
- Any claim under the False Claims Act related to fair housing, nondiscrimination or civil rights, generally, including an alleged failure to affirmatively further fair housing
- A summary discussion of local and state fair housing laws, including the classes protected under each
- Any local or regional agencies and organizations that provide fair housing information, outreach, and enforcement, including their capacity and resources available to carry out such work
- Contributing Factors to fair housing

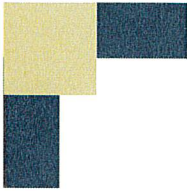
Many resources will be reviewed and evaluated as part of Task 3. As the AI is primarily a policy analysis document, much of the information related to describing past trends and current conditions, as well as contributing factors to fair housing issues, will be found in County policies. A potential list of these local resources include, but are not limited to, the following:

- **CDBG and HOME Programs** – We will review the local application processes and project selection criteria to determine how AFFH factors are considered in funding decisions. We will inquire about efforts to implement AFFH initiatives. We will review any restrictions placed on the County by HUD and progress in achieving compliance.
- **Planning Documents** – We will review the County’s local planning initiatives to understand how local government has:
 - Advocated for affordable housing opportunities outside of areas of concentration of low income minorities
 - Promoted integrative principles for the purpose of de-segregating areas of concentration of low income minorities
 - Facilitated initiatives that address the elimination of poverty as an impediment to fair housing choice, and
 - Included fair housing policies in its long-range planning documents. Specifically, we will look for strong connections between where lower income neighborhoods are located in relation to public transportation services and employment centers.
- **Zoning** – We will review the a selected number of municipal zoning ordinances to learn more about local zoning and land use administrative processes that affect fair housing choice. In conducting our assessment, we will use a standardized



assessment tool created by M&L to evaluate zoning provisions that impact, or have the potential to impact, protected classes. These include:

- The definition of “family”
 - The definition and regulatory requirements for “group homes” for persons with disabilities and the identification of group home locations, to the extent data is available
 - Minimum lot sizes and dwelling unit types/sizes permitted by residential zoning district
 - The regulatory requirements for multi-family housing (i.e., permitted vs. conditional use, number of zoning districts where permitted, development standards, etc.)
 - The definition and regulatory requirements of “accessory dwelling units”
 - Inclusionary zoning
 - Other innovative design standards that promote affordable housing options
- **Building Codes** – We will research how accessibility measures are enforced through state and local codes, and the degree to which design and construction standards for new multi-family developments are enforced throughout the County.
 - **Anti-Displacement Plans** – We will review the County’s Anti-Displacement and Relocation Plans and how these impact members of the protected classes when economic pressures are exerted in lower income neighborhoods for redevelopment and revitalization initiatives.
 - **Public Transit** – Through discussions with the regional and local transit agencies, we will determine the extent to which public transit links racially/ethnically concentrated areas of poverty (R/ECAPs) with higher opportunity areas. We will analyze the long-term transportation plan of the agencies and the degree to which housing-employment linkages are considered and proposed.
 - **PHA Tenant / Applicant Demographics** – We will analyze occupancy and waiting list characteristics for PHA and Housing Choice Voucher tenant households to determine the relative presence of members of the protected classes.
 - **Location of Major Employers and Employment Opportunities** – We will identify where employment opportunities are located in relation to R/ECAPs and the public transit linkages between them.
 - **Assisted Housing Location Patterns** – We will analyze the geographic distribution of affordable housing including public housing, project-based Section 8 Housing Choice Vouchers, Low Income Housing Tax Credit-financed developments, and other assisted housing relative to their location and/or concentration in R/ECAPs.
 - **Immigrants and Persons with Limited English Proficiency** – We will review administrative actions that influence housing and housing related services for



immigrants and persons with limited English language proficiency. We will review the County's Language Access Plan (LAP).

- **Lending Discrimination** – The Home Mortgage Disclosure Act database provides information concerning mortgage lending. We will evaluate loan denial data for members of the protected classes for the three most recent years. We will also research high-cost loan data and trends and use this data to define whether mortgage loan products are available equally to persons in similar economic circumstances by race and ethnicity.

In this task, we will also define the function of the agencies involved in the day-to-day process of responding to fair housing questions and complaints for County residents. We will explore how members of the protected classes become aware of the existence and function of fair housing organizations serving the County. This will involve an assessment of outreach and communication efforts, including informational programming offered by the County and any other fair housing advocacy organizations. We will review the results of any testing that has taken place in the County, as well as other specific enforcement actions that may have resulted from the paired testing.

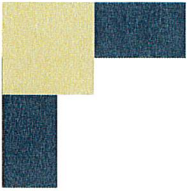
We will assess organizational strengths and weaknesses and the extent to which the agencies operate as part of a broader framework of organizations that work collectively to provide information, expand knowledge, promote public awareness and generally expand opportunities for fair housing choice in the County. We will assess the effectiveness of intake, processing and investigation procedures at the local level.

We will describe the extent to which the County has provided resources to agencies or organizations that may assist in fair housing analysis and investigation. We will review state and local fair housing laws and whether the local laws are substantially equivalent to the federal Fair Housing Act. At the outset of the project, we will draft suggested letters to HUD and the FHRC requesting status reports of housing discrimination complaints filed by County residents. The letters will request summaries of complaints received since the date of the previous AI.

Task 4. Development of Fair Housing Goals and Priorities

At this point in the project, M&L will recommend a prioritization of identified contributing factors for review by County staff. We will draft the justification for the recommended prioritization that will eventually be addressed by established fair housing goals. Highest priority will be given to those factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance. We will generate a list of priorities for the County relating to the factors that fall under the authority of the County.

For each fair housing issue with significant contributing factors identified, we will establish one or more goals designed to overcome the identified contributing factor and related fair housing issues. For each goal, metrics and milestones for determining what fair housing results will be achieved will also be identified. Finally, a timeframe for implementation will be noted. Upon completion of Task 4, M&L will provide the County with the Draft Fair Housing Goals and Priorities.



Task 5. Publish Draft AI

Once we have received revisions and comments from County staff, M&L will provide a complete Draft AI Report that includes the research performed in Tasks 1 through 4. The format for this deliverable will include the following elements:

- **Cover Sheet**
- **Executive Summary** – overview of the process, a summary of the factors contributing to fair housing choice, and the list of goals and priorities to address the fair housing issues
- **Community Participation Process** – a summary of the outreach and engagement initiatives undertaken to solicit citizen participation, a list of the stakeholders invited to participate in the AI process, a summary of the key fair housing issues identified through the process, summaries of the surveys distributed, and a summary of the public comments received on the Draft AI.
- **Assessment of Past Goals and Actions** – a summary review of the County’s actions undertaken in the past to affirmatively further fair housing
- **Fair Housing Analysis** – an analysis of the following:
 - Demographic Summary
 - General Issues
 - Publicly Supported Housing Analysis
 - Disability and Access Analysis
 - Fair Housing Enforcement, Outreach Capacity, and Resources Analysis
- **Fair Housing Goals and Priorities** – a prioritization of identified contributing factors with one or more goals to address each one

Task 6. Revisions to Draft AI

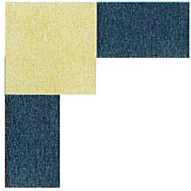
In this step, we will incorporate comments and revisions provided by County staff. We will create a polished document appropriate for public display and comment.

Task 7. Publish Final AI Document

At the direction of County staff, M&L will incorporate any final revisions into the AI document. We will publish and distribute to the County final copies of the report on CD in MS Word and Adobe Acrobat formats.

Task 8. Public Display and Comment Period

M&L can provide the County with a sample public notice for publishing the availability of the Draft AI, how residents can access a copy for review, how comments should be provided, and the steps to be taken by the County following the end of the comment period.



Upon the completion of the 30-day period, M&L will assist the County with reviewing all comments received, including developing appropriate responses, where required. A summary of all comments received and the County's responses to them will be compiled into an appendix to the AI.

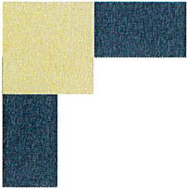
D. Consolidated Annual Performance Evaluation Report (CAPER)

M&L will prepare the County's CAPER, complying with the HUD format, and will report through narratives, tables and maps:

- Tables
- Activity accomplishments
- People served
- Assessment of five-year goals and objectives
- Affirmatively Furthering Fair Housing
- Leveraging resources
- Citizen comments
- Financial Reports
- ESG Program CAPER
- All other components required by HUD

The CAPER will include the elements listed below and be prepared using the IDIS template as required by HUD and include the following elements:

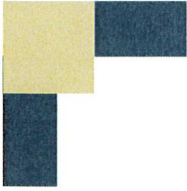
1. Prepare a summary assessment of how activities undertaken during the previous year address the objectives identified in the County's Consolidated Plan.
2. Identify actions taken during the previous year to affirmatively further fair housing.
3. Prepare a summary evaluation of progress made in meeting specific objectives to provide affordable housing, including the number of low and moderate income renter and owner households that were assisted during the previous year and the number of households assisted with housing that meets the Section 215 definition of affordable housing. This evaluation will include a comparison of actual accomplishments versus proposed goals, efforts to address "worst case needs", and the needs of persons with disabilities.
4. Prepare a summary of actions taken during the previous year to implement a Continuum of Care strategy for the homeless, near homeless, and the special needs of persons who are homeless but require supportive housing.
5. Identify and prepare a summary evaluation of actions taken during the previous year that address obstacles to meeting underserved needs, foster and maintain affordable housing, eliminate barriers to affordable housing, overcome gaps in institutional structures and enhance coordination, improve public housing and resident initiatives, evaluate and reduce lead-based paint hazards, ensure compliance with program and comprehensive planning requirements, and reduce the number of persons living below the poverty level.



6. Describe progress made during the previous year toward leveraging public and private funds that address the needs identified in the action plan, including how many matching requirements were satisfied.
7. Prepare a summary of citizen comments received during the previous year concerning the CDBG and HOME program.
8. Prepare an evaluation of how well the County's CDBG activities undertaken in the previous year addressed the priority needs and objectives in the Five Year Consolidated Plan and the Annual Action Plan. Identify adjustments and improvements that need to be made to the County's strategies in order to better meet the CDBG Program goals of providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate income persons.
9. Prepare an assessment of the relationship of the use of CDBG and HOME funds to the priorities, needs, goals, and specific objectives identified in the Consolidated Plan, including an analysis of the extent to which CDBG funds were distributed among different categories of housing needs.
10. Describe the nature of and reasons for any changes in CDBG program objectives and indications as to how the County will change its program based on program history.
11. Prepare an analysis that shows that, in the previous year, the County pursued all resources that it said it would pursue, provided certifications for consistency as pledged, and did not hinder implementation of the Consolidated Plan.
12. If applicable, prepare an explanation for why the County did not use CDBG funds exclusively for the three national objectives, or did not comply with the overall benefit certification.
13. If any activities undertaken during the previous year involved acquisition, rehabilitation, or demolition of occupied real property, prepare a narrative that describes the steps taken to minimize displacement, the steps taken to identify displacement that is subject to the provisions of the Uniform Relocation Act or Section 104 (d) of the 1974 Community Development Act and how such provisions were implemented, and the steps taken to ensure the timely issuance of information notices to displaced parties.

The CAPER for each year will also include the following:

CR-05	Goals and Outcomes
CR-10	Racial and Ethnic Composition of Families Assisted
CR-15	Resources and Investments
CR-20	Affordable Housing
CR-25	Homeless and Other Special Needs
CR-30	Public Housing
CR-35	Other Actions
CR-40	Monitoring

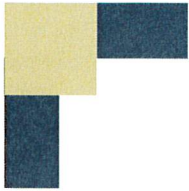


CR-45 CDBG
CR-50 HOME

E. CDBG and HOME Program Technical Assistance

M&L is prepared to provide the County with the requested CDBG and HOME technical assistance. Our services will include, but not be limited to, the following items:

- Review bid documents and contract documents for compliance on an as needed basis
- Provide oversight of project schedule and compliance.
- Perform all required Environmental Review Record (ERR) as required by HUD regulations.
- Perform oversight of David-Bacon Labor Standards compliance for County and Urban County Partner projects.
- Provide representation during site visits and monitoring.
- Preparation of project contracts.
- Monitor contractor and engineer progress.
- Review change orders and amendments to ensure program compliance.
- Prepare documents for administrative / financial close outs.
- Assistance with any future audits related to projects performed under this Scope of Services.
- Preparation and submittal of any substantial program amendments.
- Provide all other technical assistance on an as needed basis.



Pricing

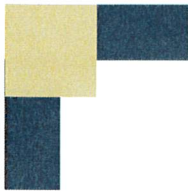
M&L has submitted the required pricing form which may be found in Appendix A and is willing to enter into a contract that includes only blended hourly rate for all work with a cap of hours. Our proposed blended rate is shown on the pricing sheet with the projected total number of hours.

However, please note several of the requested services could, at the County's discretion, be lump sum not to exceed fees. Should the County wish to enter lump sum fees for specific products, M&L would recommend the following fees/work products:

Consolidated Plan and First Year Annual Action Plan (lump sum fee, not to exceed fee)	\$35,000.00
Annual Action Plan (lump sum, not to exceed fee per year)	\$9,000.00
Analysis of Impediments to Fair Housing Choice (lump sum, not to exceed fee)	\$27,000.00
Consolidated Annual Performance & Evaluation Report (lump sum, not to exceed per year)	\$7,500.00
Environmental Review Record (lump sum fee per year)	\$7,000.00
Technical Assistance Blended Hourly Rate	\$180.00

M&L would invoice the County on a monthly basis based on 1) the actual number of hours worked for Technical Assistance assignments and/or 2) a percentage of the work completed for lump sum assignments, should the County select to enter into a lump sum fee arrangement for specific products.

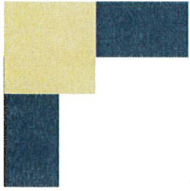
Our blended hourly rate fee would be in place for the entirety of the contract period.



Key Personnel

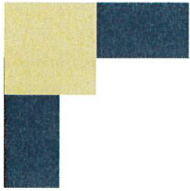
The key personnel assigned to this project are described on the following pages. All are permanent, full-time employees of M&L.

William P. Wasielewski, AICP	President	Principal-in-Charge and overall Project Manager; assist with contract administration, community engagement, meeting presentations, project oversight, Five Year CP/AAP/CDBG/HOME TA, CAPER
Kate Molinaro, MPA	Community Development Director	Consolidated Plan, AAP, Environmental review record preparation, CAPER preparation, CDBG TA, HOME TA, AI preparation
Donna King	Senior Project Manager	Consolidated Plan, AAP, Environmental review record preparation, CAPER preparation, CDBG TA, HOME TA, AI preparation
Emily Reilly	Housing & Community Development Specialist	Research, community engagement initiatives, consolidated planning documents



Subcontractors

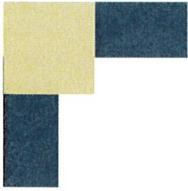
No subcontractors will be used on this contract. All work will be performed by Mullin & Lonergan Associates.



Firm Designation

M&L employs a workforce of 20 employees and therefore qualifies as a small business. Mullin & Lonergan Associates does not qualify as a minority firm, a women owned business, a labor surplus firm, or a Section 3 firm.

Northeast & Bucks Co. T/A Mullin & Lonergan Associates				
SAVE AND SUBMIT AS AN EXCEL FILE				
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and Alterations to locked cells may result in disqualification of submission.				
DESCRIPTION	UOM	ESTIMATED ANNUAL HOURS	BLENDED HOURLY RATE	TOTAL COST
Blended Hourly Rate for Professional Services	HOUR	2080	\$180.00	\$374,400.00
1. The estimated hour quantities expressed above are informational in nature and will serve as a factor in evaluating responses. The County guarantees no minimum quantity or dollar value of work. No monthly retainer fee are envisioned under this action.				
2. The "blended hourly rate" for professional services must be a single hourly rate encompassing all personnel classifications that may be required for completion of any given task under the resulting contract. This blended hourly rate must be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy-five (75) mile radius of Tavares, Florida). This rate is to be used for calculation of the lump sum fee as shown above, and for any additional effort directed by the County.				
Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.				



Pricing

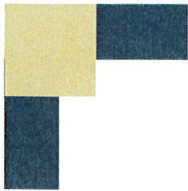
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Emily Reilly	Housing & Community Development Specialist	Research, community engagement initiatives, consolidated planning documents

1. **REQUIRED CLAUSES FROM U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

The U.S. Department of Housing and Urban Development (HUD) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the Proposer acknowledges and agrees to adhere to the Uniform Guidelines, found in 2 C.F.R. Part 200, Appendix II, and any HUD requirements, as applicable to this agreement.

2. **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- 2.1. Contractor agrees to provide Lake County BOCC, the HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2.2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2.3. Contractor agrees to provide the HUD Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

3. **ADDITIONAL SERVICES**

The Owner shall perform a cost or price analysis as required by 2 CFR 200.324 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement.

4. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors 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 non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. **CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 5.1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 5.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.2. 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. 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.

5.3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

7. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that HUD financial assistance will be used to fund the contract only. Contractor will comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

8. CONSTRUCTION WAGE RATE REQUIREMENTS STATUTE

40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), formerly known as the Davis-Bacon Act provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.

9. CONTRACT ADJUSTMENT

Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.324.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

10.1. 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.

- 10.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section 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.
- 10.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 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.
- 10.4. Subcontracts. 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."

11. COPELAND ANTI-KICKBACK ACT

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

12. COPYRIGHTS AND RIGHTS IN DATA

HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200.315. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370), requires that contractors pay all royalties and license fees. Regulations at [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements shall apply. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any

applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

13. DEBARMENT AND SUSPENSION

13.1. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). Contractor's certification is a material representation upon which the contract award was based.

13.2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

13.3. Instructions for Certification

13.3.1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

13.3.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

13.3.3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

13.3.4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

13.3.5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

13.3.6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 13.3.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 13.3.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 13.3.9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 13.4. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**
- 13.4.1. The prospective lower tier participant certifies, by submission of this proposal, 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.
- 13.4.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. ENERGY EFFICIENCY

Pursuant to Federal regulations (24 CFR 85.36(i)(13) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the 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 (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

15. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- 15.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor 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. Contractor 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.

- 15.2. Contractor will, in all solicitations/advertisements for employees placed by or on behalf of Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 15.3. Contractor 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 contractor's legal duty to furnish information.
- 15.4. Contractor 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 Contractor'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.
- 15.5. Contractor 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.
- 15.6. Contractor 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.
- 15.7. In the event of Contractor'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 contractor 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.
- 15.8. Contractor will include the provisions of paragraphs (1) through (8) 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 subcontractor or vendor. Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

18. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- 18.1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- 18.2. Meeting contract performance requirements; or
- 18.3. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The list of EPA-designate items is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#)."

19. RESTRICTIVE DRAWINGS AND SPECIFICATIONS

In accordance with 2 CFR 200.319 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products or services that unduly restrict competition.

20. RETENTION AND INSPECTION OF RECORDS

Pursuant to 2 CFR 200.334, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to the specific Contract for the purpose of making an audit, examination, excerpts, and transcription. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

21. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant,

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- (1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For the purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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