SPECIFICATIONS

FOR

BOARD OF COUNTY COMMISSIONERS
PUTNAM COUNTY, FLORIDA

RFQ No: RFQ 26-02

RFQ Name: Professional Engineering Services for the Design and Permitting of the East Putnam Regional Wastewater Facility Wastewater Treatment Plant Expansion

RFQ Due: **Monday, December 29, 2025 at 2:00PM**

The selection process shall meet the requirements of the Consultants Competitive Negotiation Act "CCNA" Florida Statutes Chapter 287 most recent supplements.

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Request for Qualifications

Putnam County Board of County Commissioners is requesting responses from qualified firms to provide professional engineering services for the design and permitting of the East Putnam Regional Wastewater Facility Wastewater Treatment Plant expansion

RFQ Documents are available online at: http://bids.putnam-fl.com/bids

All submittals of qualifications shall be for principal consultant and may include all sub-consultants. The selection process shall meet the requirements of the Consultants Competitive Negotiation Act "CCNA" Florida Statutes Chapter 287 most recent supplements.

Deadline for receipt of sealed bids has been set for **2:00 p.m., 12/29/2025**. **To be considered responsive**, bidders **shall** deliver before 2:00 p.m. EST. on 12/29/2025 one (1) original hard copy, three (3) duplicate copies and one (1) USB drive that contains "all" of your documentation included in the original RFQ in a **pdf** format. Sealed RFQs may be delivered in person or by courier mail to Putnam County Procurement Department c/o Leigh Doran, 2509 Crill Avenue, Suite 200, Palatka, Florida, 32177. Only sealed RFQs received on or before the aforestated time and date will be considered. **Vendor must indicate the bid number and description on the outside envelope.**

There will be a **mandatory pre-submittal meeting** held at **2:00 p.m., Tuesday, December 2, 2025** located at 2509 Crill Avenue, Suite 200, Palatka, Florida 32177. All firms interested in submitting a Qualifications package are invited to attend this meeting.

Questions concerning the specifications may also be emailed to Leigh Doran, Procurement Supervisor, at Leigh.Doran@putnam-fl.gov . Answers to questions received will be posted online with the RFQ documents. Questions must be received by 2:00 PM on Monday, December 15, 2025.

The Putnam County Board of County Commissioners reserves the right to accept or reject any or all bids and to waive any informalities. Putnam County complies with all federal statutes relating to non-discrimination. Putnam County is an equal opportunity employer. Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of your protest and any resulting claims.

PUBLISH: November 19, 2025
RFQ No. 26-02

1.0 General Terms and Conditions

All Companies submitting a response to this RFQ understand and agree that the affirmative act of submitting a response constitutes acceptance and agreement to the General Terms and Conditions. Proposers are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.

Intent of RFQ: Pursuant to Florida Statute 287.055 (Consultant's Competitive Negotiation Act - CCNA) and in accordance with 40 USC 1101-1104 (Brooks Act), Putnam County, hereinafter referred to as the "COUNTY", is soliciting responses from qualified firms to perform Engineering Design and Permitting for the East Putnam Regional Wastewater Facility Wastewater Treatment Plant Expansion.

Addenda

Any and all changes to this RFQ shall be provided through a County issued Addendum, posted on http://bids.putnam-fl.com/bids It is the respondent's responsibility to check the web page for any issued addenda prior to submitting the qualifications package. The County shall make every possible, good faith effort to issue any and all addenda no later than five (5) working days prior to the due date for Qualifications. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Qualification

RFQ DUE DATE AND TIME

All Proposals must be delivered to the Procurement Department, located at 2509 Crill Ave, Suite 200, Palatka FL 32177 on or before the due date as listed below. Please **boldly** indicate **the RFQ number** on the outside of your sealed proposal envelope to assist the County internally in identifying your bid.

> **To be responsive your RFQ shall be signed by an authorized employee/officer with the authority to bind a contract.**
>
> **To be considered responsive**, proposers **shall** deliver before 2:00 p.m. EST. on **12/29/2025** one (1) original hard copy, three (3) duplicate copies and one (1) USB drive that contains "all" of your documentation included in the original bid in a **pdf** format.
>
> > **Note:** Original proposal must be marked **ORIGINAL** and must have original signatures. Please label the USB drive with RFQ number, and your company's name. (i.e. "Copy" Acme Bid, RFQ 26-02). It is the bidder's responsibility to guarantee the USB drive is 100% identical to your original hard copy bid. In the event of a discrepancy, your original hard copy will prevail.

PLACE FOR RECEIVING PROPOSALS
Proposals may be mailed or hand delivered to:
Putnam County Board of County Commissioners
c/o Leigh Doran
2509 Crill Ave, Suite 200
Palatka, Florida 32177

All proposals must arrive and be received by a Purchasing Department representative prior to the specified bid due date/time. Bids received after that time **will not be accepted**. Bids cannot be faxed or emailed. The County

will not be responsible for Postal or other delivery service delays.

PUBLIC BID OPENING
Putnam County Board of County Commissioners will conduct a public bid/proposal opening immediately following the solicitation due date/time on **December 29, 2025 at 2:00 PM** in the conference room located at 2509 Crill Avenue, Suite 200, Palatka Florida 32177.

Sealed bids, proposals, or replies received by the County pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the County, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the County's contact listed below.

RFQ PACKAGE
Interested proposers may obtain a RFQ Package from Leigh Doran, Procurement Supervisor for Putnam County Board of County Commissioners by any of the following methods.

By email: Leigh.Doran@putnam-fl.gov

By download, available at: http://bids.putnam-fl.com/bids

By USPS: Request sent certified mail to:
Putnam County Board of County Commissioners
c/o Leigh Doran
2509 Crill Ave, Suite 200
Palatka, Florida 32177

Walk-in Pick Up:
Putnam County Board of County Commissioners
c/o Leigh Doran
2509 Crill Ave, Suite 200
Palatka, Florida 32177

BID/PROPOSAL/RFQ AWARD PROCESS
After the initial independent review and evaluation of proposals by the selection committee members, firms will be notified of the time and date for a Public Meeting of the Selection Committee, if needed, to discuss each member's independent short list ranking. Also, if needed, public presentations of the highest ranked firms will be scheduled. If needed, a minimum of three firms, assuming three or more firms apply, will be selected for oral presentations. If a Public Meeting is needed following the independent review of the proposals by the selection committee members, they will be publicly noticed and minutes will be taken.

In accordance with Florida Statutes Chapter 287 most recent supplement, recommendations shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the top ranked firm or firms

with the intention of coming to agreement over terms, and conditions in order to award a Contract for the services described herein.

Ranking and initial selection for submission to the BOCC is based on responses to the RFQ criteria and subsequent reviews by the County selection committee.

The County shall determine the order of award in accordance with Section 295.187(4), Florida Statues and Rule 60A-1.011 Florida Administrative Code.

POSTING OF INTENT TO RECOMMEND RANK ORDER: The County's recommendation of rank order will be posted to http://bids.putnam-fl.com/bids

PROTEST OF INTENDED DECISION
A Notice of Intended Decision to recommend or reject proposals will be posted to http://bids.putnam-fl.com/bids. In the event an unsuccessful firm desires to protest the County's notice of intended decision to award or reject a proposal, that Firm shall be required to comply with Putnam County's Protest Procedure**,** a copy of which is available from the Deputy County Administrator. Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of your protest and any resulting claims.

APPLICABLE LAW
The bidder shall comply with all federal, state, County and local laws, rules, ordinances and regulations ("Laws") applicable to the Bidder's response to the solicitation, the contract executed in connection with the solicitation, and the provision of services under the solicitation and the contract. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the County. This RFQ and the contract to be executed in connection with the award of this solicitation must be modified in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

Venue
The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. County and firm hereby agree that venue shall be in Putnam County, FL.

ASSIGNMENT
If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of Putnam County BOCC. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote on the majority of the outstanding voting stock of the Contractor after the date hereof shall constitute an assignment of this Contract for purposes of this Section, and then in its discretion, Putnam County BOCC shall have the right to terminate the contract and shall specify the termination date in its written notice of termination. Any purchase order issued pursuant to this solicitation and any monies which may become due there under are not assignable except with the prior written approval of the County.

AWARD

As the best interest of the County may require, the right is reserved to reject any and all proposals, or any portion of the RFQ, to waive any informality in proposals received, or to accept any item or group of items unless qualified by the Proposer. The County reserves the right to reject any portion or all proposals, to resolicit proposals or not and to waive informalities as deemed in the best interest of the County. The County reserves the right to issue to proposers Request for Information (RFI's), to solicit best and final offers from all finalist firms and or to negotiate a satisfactory award of any portion(s) of this RFQ with the top ranked firm. If this proposal requests prices for multiple items, the County reserves the right to award the proposal, by item, to the Bidder(s) which, in the sole discretion of the County, is the most responsive and responsible Bidder(s), price, qualifications, and other factors considered for that item. The issuance of a purchase order constitutes a binding contract.

BOND
A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

COMPLIANCE WITH SPECIFICATIONS
When formal specifications are referenced in the solicitation, insertion of brand names or makes and model numbers by the Proposer will be understood to mean that the product offered fully complies with such specifications unless the Proposer specifically states otherwise.

CONDITIONS AND PACKAGING
It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new (current production model) at the time of the solicitation unless otherwise stipulated in the solicitation. All containers shall be suitable for storage or shipment. Proposal prices shall include standard commercial packaging, unless otherwise stipulated in the solicitation.

CONE OF SILENCE
From the time the public advertisement of this (ITN, RFQ, RFP, ITB, or other) takes place until the (ITN, RFQ, RFP, ITB, or other) is awarded and approved by the Board of Commissioners, a vendor shall not contact any other County personnel or members of the County's Board of Commissioners, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this (ITN, RFQ, RFP, ITB, or other) process and vendor will not receive further consideration in reference to this (ITN, RFQ, RFP, ITB, or other).

It is expected that personnel and team members from firms that have applied for this selection refrain from posting opinions, providing commentary or engaging is any discussion regarding the selection by the use of social media such as Twitter, Facebook, Instagram and the like. Violation of these guidelines may result in disqualification of the applicant. The latter applies to employees of the Proposer, retained consultants or any other representative or individual promoting on behalf of the Proposer. Violation of these guidelines may constitute grounds for disqualification.

CONFLICT OF INTEREST
Any award hereunder is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any officer, director, or agent who is also an employee of Putnam County BOCC. All

Proposers must disclose the name of any County employee or Commissioner who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches or dealerships.

DEFINITIONS
County or Putnam County BOCC refers to The Putnam County Board of County Commissioners.
Firm, vendor, business, proposer, contractor or bidder in this document refers to respondents to this request for proposal.

EXCEPTIONS TO THE CONTRACT
Not all items cataloged by the successful Proposer will be purchased under the ensuing contract. Some office supply, equipment or furniture purchases will be made from other sources as required by law or regulation, for example, purchases from state contract vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the purchasing office of this solicitation.

Proposer is advised that exceptions to any terms and conditions contained in this RFQ or the Services Agreement must be stated with specificity in its response to the RFQ as provided herein. Proposer is deemed to have accepted and to be bound by the RFQ and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

PAYMENT
Payment will be made by the County after the services have been received, and found to comply with the specifications, and have been properly invoiced. Discounts will be taken if payment is made within the discount period. If contract is awarded, payment to contractor for services will be monthly for the rendition of the preceding month's service during the term thereof and subject to a 5% retainage.

All invoices must reference the bid number, FPN number, the current purchase order number (if any) and specify the work performed.

PERSONNEL
Consultant agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. The County reserves the right to have personnel removed upon the County's written notice. Consultant's employees are expected to adhere to all County policies and procedures.

In submitting a response to this RFQ the respondent is representing that each person listed or referenced in their response package shall be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the respondent must be able to promptly provide a qualified replacement. In the event the respondent wishes to substitute personnel, the respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

E-Verify

For projects utilizing state or federal funds, the Bidder (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

PROTEST OF RFQ DOCUMENT

All firms are required to thoroughly review the RFQ document within a reasonable time after receipt. Any concerns or comments relating to the RFQ documents shall be brought to the attention of the County's Procurement Supervisor, Leigh Doran, in writing, promptly after receipt. However, if the Firm desires to protest the RFQ document, or any of the specifications, requirements, or procedures thereof, the Firms will be required to comply with the County's Protest Procedures within seventy-two (72) hours after receipt of the proposal document. Failure to comply with this procedure will constitute a waiver by the Firms of any right to later protest on the basis of the form, content and substance, including without limitation, the specifications, requirements or procedures, of the RFQ documents.

Any prospective respondent who disputes the reasonableness or appropriateness of any item within this RFQ document, any addendum to this RFQ document, notice of award or notice of rejection shall file with the County's Procurement Supervisor a written notice of intent to file a protest not later than 4:00 p.m. on the third business day after the issuance of the RFQ document or addenda, or notice of award or rejection. The notice of intent shall set forth the specific reason and facts concerning the dispute, and shall be sent via certified mail or delivered in person to the County's Procurement Supervisor. The notice of intent shall state all grounds claimed for the protest and clearly indicate it as the notice of intent to file a protest. Failure to list a ground for protest in this notice shall constitute a waiver with respect to that ground. However, respondents are advised that any protest based exclusively on disagreement with the technical judgement of evaluators is subject to rejection unless there is clear evidence of arbitrary or capricious action in that regard.

Failure to follow the bid protest procedures prescribed by Putnam County Purchasing Ordinance #2019-15 shall constitute a waiver of protest rights and any resulting claims.

CANCELLATION

The County Administrator or Designee shall have the right to unilaterally cancel, terminate, or suspend the contract, in whole or part, by providing the firm thirty (30) calendar day's written notice by certified email.

LIABILITY INSURANCE REQUIREMENTS

Consultant shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured for liability resulting from the conduct of the CONSULTANT and others employed or utilized by the CONSULTANT in the performance of the services, with a right to defense, with the premiums thereon fully paid by Consultant on or before their due date.

The liability insurance policy shall afford minimum protection of $1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Consultant shall purchase and maintain a policy or policies of professional liability insurance.

The liability insurance policy shall afford minimum protection of $1,000,000 per claim and aggregate.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, Consultant shall furnish complete copies of its insurance policies, forms and endorsements in the event a claim is filed.
For commercial general liability coverage, Consultant shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage. Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Consultant's obligation to fulfill the insurance requirements herein.

Consultant shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease. Consultant shall also purchase any other coverage required by law. Consultant's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

_____ Builders Risk. The Consultant shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

__-__ Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of $1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

LICENSES, PERMITS & FEES
The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

GOVERNING LAWS & REGULATIONS
It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

RECORDS RETENTION
Pursuant to Section 119.0701, Florida Statutes, the awarded contractor 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 herein.

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 the Consultant does not transfer the records to the public County.

4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the 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. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

5. If Consultant does not comply with a public records request, County shall enforce the Contract provisions in accordance with the Contract.

6. If Consultant fails to provide the public records to County within a reasonable time, Consultant may be subject to penalties under Section 119.10, Florida Statutes.

7. If a civil action is filed against Consultant to compel production of public records relating to County's contract for services, the court shall assess and awards against Consultant the reasonable cost of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

ACCESS TO RECORDS

Access by grantee, the sub-grantee, the FHWA, the USDOT Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the consultant.

CONFLICT OF INTEREST

a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.

b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.

E- VERIFY LANGUAGE FOR ALL CONTRACTS:
By Executive Order 11-116, Regarding Federal and/or State Requirements - This purchase action is being supported in whole or in paid by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "Blow- down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation:

- The vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor during the term of the contract; and
- Shall expressly require any contractor and subcontractor's performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verity the employment eligibility of all new employees hired by the subcontractor during the contract term.

CONVICTED VENDORS:
In accordance with Florida Statues Sec. 287.133(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.

PUBLIC OFFICIALS:
Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

Any County employee, Board member or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney or his designated representative prior to submittal of a response or application of any type to contract with the County. The affected employee or Board member shall disclose his or her assigned function within the County and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statutes 112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with County employees or board members, and provides directions accordingly.

INSPECTOR GENERAL:
The Vendor/Contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statute

DEFINITIONS AND ACRONYMS
Whenever the following terms or pronouns are used in this solicitation, they shall have the meaning given below:

- Addendum - A modification, revision, or clarification.
- Board of County Commissioner's (BCC) - The governing board for Putnam County, Florida
- CCNA – Consultants' Competitive Negotiation Act, Florida Statute 287.055.
- Consultant - The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for the County, other than County personnel. The awarded respondent.
- FDEP – Florida Department of Environmental Protection
- FDOT - Florida Department of Transportation
- SJRWMD – St Johns River Water Management District
- Response - The information package submitted by qualified firms.
- Respondent, Consultant, Firm, You, and Your - The consultant, person, firm, or corporation who submits a response.
- Shall, Must, or Will - In this solicitation they indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County.
- Should or May - In this solicitation are permissive in nature. Deviation from such a condition or requirement will not by itself cause automatic rejection of a qualifications package, but may be a factor considered in the overall evaluation process.

PUBLIC RECORDS
To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records required by COUNTY to perform the service.

(b) Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.
(d) Upon completion of the contract, transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If the CONTRACTOR transfers all public records to COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

PUTNAM COUNTY ATTORNEY
2509 CRILL AVENUE
PALATKA, FL 32177
PR-REQUESTS@PUTNAM-FL.COM
(386)329-1903

(f) THE CONTRACTOR ACKNOWLEDGES THAT PUTNAM COUNTY BOCC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON PUTNAM COUNTY BOCC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

PUBLIC ENTITY CRIME

Contractor selection will be in accordance with the Public Entity Crimes statute, Section 287.133, Florida Statutes which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a BID/RFP/RFQ on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two ($35,000) for a period of 36 months from the date of being placed on the convicted vendor list. A completed Public Entity Crime Form must be returned in the BID response.

Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the COUNTY, or for termination of a contract with the COUNTY. The COUNTY may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of a bidder,

offeror, or proposer to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

RESPONSE MATERIALS
Any material submitted in response to this invitation to respond becomes the property of the County upon delivery to the Procurement Supervisor and may be appended to any formal document which would further define or expand the contractual relationship between the County and the successful proposer. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07, Florida Statutes. This includes material which the responding bidder or proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to Section 119.07, Florida Statutes.
The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Qualifications. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

SAFETY STANDARDS
All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA), Federal EPA, Florida DEP and any standards otherwise stipulated in the solicitation.

SAFETY REQUIREMENTS
The Contractor by submitting a proposal response agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

SOVEREIGN IMMUNITY
The parties hereto acknowledge and agree that Putnam County is a political subdivision of the State of Florida. As such, the County is entitled to sovereign immunity except to the extent of the waiver set forth in Section 768.28, Florida Statutes, the County's performance under any resulting agreement and any amendments thereto or attachments connected there with, shall at all times be subject to any and all state laws, state regulations and County Ordinances which are applicable to the County's operations, commitments and/or activities in furtherance of any terms specified herein.

TAXES
The County does not pay federal, excise or state sales taxes. The applicable tax exemption numbers are:
Florida Sales Tax: 85-8013889128C-1
Federal Identification Number: 59-6000816
Any and all taxes and licenses imposed by Federal, State and local governments on the services to be provided by the Contractor under the terms of the agreement are the sole responsibility of the Contractor.

SUPPLEMENTARY INSTRUCTIONS
The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to their

suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of his/her own FICA, Workers Compensation, Unemployment Taxes, Liability Insurance, any other overhead expenses and Social Security benefits with respect to this contract.

The Consultant shall not commence work under the Agreement until he/she has obtained all insurance required and it has been approved by the County.

WITHDRAWAL OF PROPOSAL
Proposal may be withdrawn by written or telegraphic notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.0 Contract Term

The intent of Putnam County is to select a firm through the evaluation process and to award a contract(s) upon successful negotiations with the firm.

If awarded, the successful bidder will enter into a contract with the County based on the solicitation specifications and the results.

Length of Contractor services: The contractor services are estimated to be needed for 2 (two) years. The contractor services shall begin only upon the receipt of a written Notice to Proceed (NTP) from the County.

Tentative Contract Term: **February 10, 2026 – February 10, 2028**

3.0 Schedule

The following schedule is a general guideline for issuance and recommendation of award of this RFQ and issuance of the contract. The County may change the dates of any events of this RFQ and the issuance of the Contract. Any changes to this schedule will be posted on the webpage dedicated to this RFQ.

Tentative Dates Scheduled

Issue RFQ	**Wednesday, November 19, 2025**
Mandatory Pre Proposal Meeting	**Tuesday, December 2, 2025**
Written questions due by 2:00 pm * submit via email Leigh.Doran@putnam-fl.gov	**Monday, December 15, 2025**
Proposals Due by 2:00 pm	**Monday, December 29, 2025**
Public Opening of Proposals	**Monday, December 29, 2025**
Evaluation Meeting (1)	**Thursday, January 8, 2026 @ 10:00am**
Presentations	**Tuesday, January 20, 2026 @ 9:00am**
Final Evaluation Meeting	**Tuesday, January 20, 2026**
Send Rank Order Recommendation to BOCC	**Tuesday, January 27, 2026**
Contract to BOCC for Award	**Tuesday, February 10, 2026**

PUBLISH LEGAL NOTICE:
Date of first run: 11/19/2025

Palatka Daily News
www.palatkadailynews.com

Americans with Disabilities Act of 1990
If special accommodations are required in order to attend any Public Meeting, Pre-Proposal Conference, Tour of Grounds, etc., contact Leigh Doran, Procurement Supervisor, at Leigh.Doran@putnam-fl.gov or at 386-329-0376.

MANDATORY PRE-SUBMITTAL MEETING
There will be a **mandatory pre-submittal meeting** held at **2:00 p.m., Tuesday, December 2, 2025** located at 2509 Crill Avenue, Suite 200, Palatka, Florida 32177. All firms interested in submitting a Qualifications package are invited to attend this meeting.

PUBLIC BID OPENING
The County will conduct a Public bid/proposal opening on Monday, December 29, 2025. The meeting will be held at the Government Complex located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177 immediately following the bid close at 2:00pm EST. The meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

EVALUATION COMMITTEE REVIEW
If needed or desired, the County reserves the right to conduct an evaluation committee meeting on Thursday, January 8, 2026. The purpose of this meeting is to create a 'short – list' of proposers which will be invited to participate in the interview and or demonstration process **OR** to create a rank order list to recommend for award. The meeting will be held beginning at 10:00 AM EST. The meeting will be held at the Government Complex located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177. The Evaluation Committee Meeting is open to the public; bidders are welcome to attend but will not have the opportunity to speak.

PLEASE NOTE: THE COUNTY HAS AN OPTION TO RECOMMEND AN AWARD(S) BASED ON THE INITIAL EVALUATION COMMITTEE MEEETING SCORING AND NOT CONDUCT INTERVIEWS/FINAL EVALUATIONS.

PRESENTATIONS
If needed or desired, The County will conduct presentations with short-listed firms on Tuesday, January 20, 2026. Presentations will be held in the conference room located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177 beginning at 9:00am EST. The meeting is open to the public; bidders are welcome to attend but will not have the opportunity to speak. IF presentations are desired a schedule of the assigned presentations will be posted to the webpage dedicated for this RFQ.

EVALUATION COMMITTEE FINAL REVIEW
The County will conduct a final evaluation committee meeting in an effort to identify the rank order in which the committee intends to award the contract to on Tuesday, January 20, 2026. The meeting will be held in the conference room located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177 and will begin immediately following presentations. The meeting is open to the public; bidders are welcome to attend but will not have the opportunity to speak.

INQUIRIES
The County will not respond to oral inquiries. Proposers may submit written, emailed inquiries regarding this RFQ to Leigh Doran, Procurement Supervisor, at Leigh.Doran@putnam-fl.gov . The County will respond to inquiries received at least seven (7) working days prior to the RFQ due date. The last day for inquiries is Monday, December 15, 2025 at 2:00 pm.

The County will record its responses to inquiries and any supplemental instructions in the form of Q and A and written addenda. Both will be issued through Putnam County website at http://bids.putnam-fl.com/bids. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the website to determine if Q and A or addenda were issued; acknowledging, and incorporating them into their proposal.

MODIFICATIONS, RESUBMITTAL, AND WITHDRAWAL OF RESPONSES
Proposal may be modified or withdrawn by an appropriate document, duly executed, (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposer may also send a change in a sealed envelope to be opened at the same time as the proposal. No proposer may modify a proposal after the appointed proposal opening time.

All questions about the meaning or intent of the Request for Qualifications shall be emailed to Leigh Doran, Procurement Supervisor at Leigh.Doran@putnam-fl.gov . Replies will be posted on the website. Questions received less than seven (7) working days prior to the date for opening of proposals will not be answered. Oral and other interpretations or clarifications will be without legal effect.

RESPONSE SUBMISSION AND WITHDRAWL: The County will receive sealed responses or requests for withdrawal at the following address clearly marked on the outside:

REQUEST FOR QUALIFICATIONS (RFQ 26-02): PROFESSIONAL Engineering Services for the Design and Permitting of the East Putnam Regional Wastewater Facility Wastewater Treatment Plant Expansion

Putnam County
Procurement Supervisor
Leigh Doran
2509 Crill Avenue, Ste 200
Palatka, Florida, 32177

Proposals received after the established deadline will not be opened. Proposal documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statues.

4.0 RFQ Instructions

ERRORS AND OMMISSIONS

Proposers are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any proposers suspect any error, omission, or discrepancy in the specifications or instructions, the proposers shall immediately notify the Procurement & Budget Supervisor in writing who will issue written instructions to be followed. Proposers are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications. Proposers must satisfy themselves of the accuracy of the estimated quantities in the Proposal Schedule by examination of the site and a review of the drawings and specifications including addenda. After Proposals have been submitted, the proposers shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

EQUIPMENT/MATERIALS/LABOR

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL PROPOSER TO SUPPLY ALL MATERIALS, TOOLS, NECESSARY LABOR, ETC. FOR THE WORK TO BE PERFORMED AS SPECIFIED.

MANDATORY REQUIREMENTS FOR RESPONSIVE BIDDERS

This section of the RFQ provides proposers with instructions concerning required information that must be submitted as part of their proposal. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

The RFQ Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages. The Statement of Qualifications shall be submitted by a lead firm but may contain services from sub consultants. Documentation should be limited to 15 single sided pages and include the below items. Statement of Interest Letter and Resumes do not count in the 15-page limit.

Responses shall be submitted in a sealed package containing an original response, hard copies in the quantity specified in PART: PREPARATION OF RESPONSE, and an electronic soft copy. In order to insure a uniform review process and to obtain the maximum degree of comparability, the vendor's response shall be organized as follows (Tabs A-F):

Tab A: The following items shall be included in Tab A

1. Introduction Letter of Interest, including
    - History & Background information
    - List of Similar Projects within the last two years
    - Copy of your firm's current State of Florida, Board of Professional Regulation License;

Tab B: Firm Profile and Team Composition

- Team Organizational Chart with a list of any sub-consultants

- Summary of Key Personnel
    - Resumes
    - Staff qualifications
    - Proposed Assignment by Staff Member to Project Task(s) – include: summary of available resources – identify current workload and available equipment for use on project tasks.

- Prime firm and subconsultants must have adequate and experienced current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work.
- Provide detail of the firm's qualifications as well as aspects of each firm that will benefit this Project if selected.
- Provide resumes of each firm/team member along with a list of major services offered by each firm/team member
- Prime firm and subconsultants must commit staff proposed in this submittal will be available for the proposed work.

Tab C: Relevant Qualifications and Experience

- The County is interested in the experience of the Project Manager and Project Principal, on projects similar to the project described in this solicitation.
- Only one individual per job responsibility should be designated.
- Project Manager and Project Principal must be employed by the prime firm and may be the same individual.
- Project Manager must be licensed as a professional engineer in the State of Florida at the time of submittal.
- List the location of the offices proposed to work on the Project as well as contact information and who is to be the sole agent for contact with the County for this Project.
- List no more than five (5) projects meeting these criteria which have been completed in the past ten (10) years for each individual.
- The County is interested in team's (including sub-consultants) relevant experience in the past five (5) years within Florida.
- Briefly describe experience in the following areas and reference projects relating to that experience:

    1. Wastewater treatment plant design including lift station, package plant design, solids handling, civil/roadway/stormwater, architectural, structural, mechanical, electrical, instrumentation and SCADA.

    2. Environmental Information Documents

Tab D: Prime Firm's Comparable Project Experience

- References (minimum of 3) complete with contact information
    - The results of any reference checks will be provided to the evaluation committee and used when scoring the written qualifications.

- The County is interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation.
- List no more than five (5) projects meeting these criteria which have been completed in the past five years.
- In addition, The County may consider history of firm in complying with project programs, schedules, and budgets on previous County projects

Tab E: Subconsultant Fim's Comparable Project Experience

- The County is interested in the proposed subconsultants' history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation.
- List no more than three (3) projects meeting these criteria which have been completed in the past five years.
- In addition, the County may consider history of firm in complying with project programs, schedules, and budgets on previous County projects.

Tab F: Team's Structure and Project Approach:

- The County is interested in the team's organization structure, their understanding of the Project issues, and their approach to the Project.
- Describe how the Project will be formatted from Design to Completion, and firm specific tools that will be used in the Project and describe any significant Project issues with the team's approach in addressing those issues.
- Identify Project leadership, reporting responsibilities, how prime firm will interface with the County's Project manager and the sponsoring department, and how sub consultants will work within the management structure.
- Describe any significant Project issues and the team's approach in addressing those issues.

Tab F: Forms and Documents

- The Consultant RFQ 26-02 submission/proposal shall include all required forms including but not limited to the following:
    - Non-Discrimination in Employment Form
    - Public Entity Crimes Form
    - Drug-Free Workplace Certification
    - Indemnification Agreement
    - Legal Issues
    - Non-Collusion Statement
    - Acknowledged Addenda
    - RFQ Affidavit

Absent any clearly viable and appropriate cause otherwise, any response from any vendor not meeting this minimum standard will be rejected.

PREPARATION OF RESPONSE

To facilitate analysis of its response, the respondent shall prepare its response in accordance with the instructions outlined in this section. If the response deviates from these instructions, such response may, in the County's sole discretion, be rejected. The County emphasizes that the respondent concentrate on accuracy,

completeness, and clarity of content. The entirety of the response should be spiral bound on the left margin to permit it to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples shall not be used.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Number of Copies:

Submit one (1) original, marked "ORIGINAL," one (1) USB containing the complete proposal and labeled with the name of the firm and RFQ number, and three (3) copies, each marked "COPY," of your response for review and evaluation by the County. The response shall be within a sealed envelope or package clearly marked with the respondent's name and the solicitation number on the outside of the envelope or package. Failure to provide the required copies and information may result in the qualifications package not being considered.

EVALUATION OF STATEMENT OF QUALIFICATION / PROPOSAL

In accordance with Florida Statutes Chapter 287 most recent supplement, requested ranking of firms are scheduled to be presented to the Board of County Commissioners (BOCC) for approval and authorization to negotiate with the top ranked firm. Ranking and initial selection for submission to the BOCC is based on responses to the above criteria and subsequent reviews by the County selection.

After the initial independent review and evaluation of proposals by the selection committee members, firms will be notified of the time and date for a Public Meeting of the Selection Committee, if needed, to discuss each member's independent short list ranking. Also, if needed, public presentations of the highest ranked firms will be scheduled. If needed, a minimum of three firms, assuming three or more firms apply, will be selected for oral presentations. If a Public Meeting is needed following the independent review of the proposals by the selection committee members, they will be publicly noticed and minutes will be taken.

CONSULTANT SELECTION CRITERIA

The intent of this RFQ is to qualify firms through the scoring of responses using the evaluation criteria below. The County intends to select one consultant in order to complete the required design, permitting, and CEI required for the expansion of the East Putnam Regional Wastewater Treatment Facility, including sprayfield design, to increase the capacity by 0.15 MGD. Any qualified firm desiring to provide the required services should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. Submittals are to be made for the services listed in this RFQ. Selection(s) are at the sole discretion of the County.

Evaluation of the responses to this RFQ will comply with the specific criteria as follows:

Submittals: Statement of Qualifications/Proposals – Selection Criteria

Include the following listed categories of information for each proposal.

1. Introduction Letter of Interest, including

- History & Background information
- List of Similar Projects within the last two years
- Copy of your firm's current State of Florida, Board of Professional Regulation License;

Evaluation Criteria Points 20

2. Team Organizational Chart with a list of any sub-consultants
   - Summary of Key Personnel
     - Resumes
     - Staff qualifications
     - Proposed Assignment by Staff Member to Project Task(s) – include: summary of available resources – identify current workload and available equipment for use on project tasks.

   - Prime firm and subconsultants must have adequate and experienced current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work.
   - Provide detail of the firm's qualifications as well as aspects of each firm that will benefit this Project if selected.
   - Provide resumes of each firm/team member along with a list of major services offered by each firm/team member
   - Prime firm and subconsultants must commit staff proposed in this submittal will be available for the proposed work.

   Evaluation Criteria Points 20

3. Experience of the Project Manager and Project Principal, on projects similar to the project described in this solicitation.
   - Only one individual per job responsibility should be designated.
   - Project Manager and Project Principal must be employed by the prime firm and may be the same individual.
   - Project Manager must be licensed as a professional engineer in the State of Florida at the time of submittal.
   - List the location of the offices proposed to work on the Project as well as contact information and who is to be the sole agent for contact with the County for this Project.
   - List no more than five (5) projects meeting these criteria which have been completed in the past ten (10) years for each individual.

   Evaluation Criteria Points 20

4. Prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation.
   - List no more than five (5) projects meeting these criteria which have been completed in the past five years.
   - In addition, The County may consider history of firm in complying with project programs, schedules, and budgets on previous County projects.
   - The County is interested in the proposed subconsultants' history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation.
   - List no more than three (3) projects meeting these criteria which have been completed in the past five years.

- In addition, the County may consider history of firm in complying with project programs, schedules, and budgets on previous County projects.

Evaluation Criteria Points 20

5. Team's organization structure, their understanding of the Project issues, and their approach to the Project.
   - Describe how the Project will be formatted from Design to Completion, and firm specific tools that will be used in the Project and describe any significant Project issues with the team's approach in addressing those issues.
   - Identify Project leadership, reporting responsibilities, how prime firm will interface with the County's Project manager and the sponsoring department, and how sub consultants will work within the management structure.
   - Describe any significant Project issues and the team's approach in addressing those issues.

   Evaluation Criteria Points 20

Total Maximum Number of Points = 100

CONSULTANT ORAL PRESENTATION

If needed, consultants under consideration for this project will be presenting to the Technical Review Committee (TRC) in person, or by video-conference if TRC member(s) cannot travel on the date of oral presentations.

CONSULTANT SELECTION

A technical review committee will review the RFQ package submittals received from the consultant firms being considered for final selection. Appendix A provides the criteria to be considered by the technical review committee in the evaluation of the proposals for this project.

Evaluations and comments will be provided to the Selection Committee.

The Selection Committee will meet to discuss the capabilities of the consultant firms.

Immediately after the selection, the consultant firms will be notified of the ranking order selection results.

This project is covered by the selection process detailed in the Rule Chapter 14-75, Florida Administrative Code. Selection will be made directly from Proposals for this project. After ranking of the Consultants, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

CONTRACT NEGOTIATIONS

Contract negotiations will be initiated with the vendor achieving the highest Consultant Selection Criteria Score. If no tentative pricing agreement can be reached with that vendor, then negotiations will terminate with that vendor and move on to the second highest ranked vendor and so on, never returning to a previously terminated vendor.

QUESTIONS

Questions concerning this Request for Qualifications shall be directed to: Leigh Doran by email at: Leigh.Doran@putnam-fl.gov and to no other person or department at the County.

5.0 Scope of Work Specifications

INTRODUCTION

Putnam County is issuing this Request for Qualifications (RFQ) from qualified engineering firms interested in providing the design and permitting of a wastewater treatment plant expansion at the East Putnam Regional Wastewater Facility (EPRWWF) on Gilbert Road in East Palatka. The plant expansion is required to add an additional treatment train to expand the plant capacity by 0.15 MGD. Additional work under this RFQ includes design of effluent sprayfields and wet weather pond(s) adjacent to the facility for disposal of treated effluent. The selected firm will provide all design plans, specifications, permitting, and construction oversight required to properly bid and construct the expansion.

BACKGROUND

Putnam County is home to more than 74,000 people and with businesses that are served by five municipalities and the County Government. The County is 806 square miles, 722 of that land area. Putnam County is located in Northeast Florida, surrounded by the counties of St. Johns, Flagler, Volusia, Marion, Alachua, Bradford, and Clay.

The EPRWWF was constructed in 2013 and consists of two Modified Ludzack Ettinger (MLE) process trains treating up to 0.15 MGD each, for a total of 0.3 MGD for the existing plant. Treated effluent is disposed in one of eight Rapid Infiltration Basins (RIBs) adjacent to the plant. The facility site was sized to accommodate two additional treatment trains to provide buildout treatment of 0.6 MGD for the facility. Putnam County has recently acquired additional property adjacent to the EPRWWF to allow for expansion of the effluent disposal area in the form of sprayfields in lieu of RIBs. Ongoing and approved projects connecting to the wastewater collection system necessitates the immediate need for expansion to the treatment capacity of the WWF and acceleration of the ultimate buildout.

SCOPE OF SERVICES

1.1 Scope of Work

The provision of professional services for the design and permitting, from all applicable agencies, for the wastewater treatment plant expansion and associated facilities. Deliverables shall include fully completed and certified construction plans and specifications sufficient for bidding and construction, along with all necessary permits. Design services shall include, at a minimum, the following:

Surveying

- Topographic surveys, as needed, including overhead and underground utilities, of the expansion area and the proposed sprayfields.
- Putnam County can supply recent boundary surveys of the existing WWF site and the adjacent sprayfield site.
- Supplemental survey of identified wetlands as needed for sprayfield site design.

Environmental

- Wetland assessment
- Wildlife survey of endangered/threatened/protected/listed species.

Geotechnical

- Geotechnical survey for structures and for sprayfield and pond design.

Site Improvements

- Site, grading, drainage, and utilities
- Site piping and electrical systems

Plant Improvements

- 0.15 MGD MLE process wastewater treatment train, with provisions for addition of another 0.15 MGD train in the future.
- Yard piping
- Headworks with screening and grit removal
- Disinfection Improvements
- Blowers and pumps
- Piping for Solids Treatment, Dewatering and Handling
- Electrical and controls
- Integration with monitoring and reporting system

Cost Estimate

- Engineers estimate of the probable cost of construction.

Permitting

- Application and securing of permitting from agencies having jurisdiction, including the St Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Putnam County Development Review (DRC), and other agencies as applicable.

Bid Documents and Bidding Services

- Fully conformed set of construction plans and specifications sufficient for bidding and construction.
- Prepare bid advertisement notice and associated documents.
- Assistance to County during bid process for construction.

Construction Oversight

- Construction oversight of the contractor building the project.
- Review and approval of contractor submittals.

1.2 Period of Performance / Term of Contract

The term of Agreement developed from this Request for Qualifications Statement will be for the period of time to complete the terms and conditions from the date of Agreement execution.

NONDISCRIMINATION

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under any contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

METHOD OF COMPENSATION

PURPOSE: This exhibit defines the method and limits of compensation to be made to the Consultant for the services, Scope of Services, and the method by which payments will be made.



COMPENSATION: The County anticipates a lump sum with limiting amounts will be established for this contract. A Total Max Limiting Amount shall be established based upon final negotiations and shall compensate the consultant for costs associated with the project.

INVOICING PROCEDURE: Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County. If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

PROMPT PAYMENT:

The County shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII Florida Statues. Failure to submit invoices in the prescribed manner will delay payment and the Consultant may be considered in default of contract.

PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all extensions thereof, the County will review various areas of Consultant operations to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon approval of the Project Manager. County recommendations and Consultant responses or actions, or both, are to be properly documented by the Consultant. Consultant shall not be compensated for remedial actions, if any are required, undertaken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

1.) Further subdivide assigned inspection responsibilities, or reassign inspection personnel, within one week of notification.
2.) Replace personnel whose performance has been determined by the County to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
3.) Increase the scope and frequency of training of the Consultant personnel.

TERMINATION CLAUSES

This Agreement may be terminated by the CONSULTANT on 30 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault

of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

If the Agreement is terminated by the COUNTY for default by the CONSULTANT the following shall apply:

A. All work in process, completed work, and other material related to the terminated work is the sole property of the COUNTY and CONSULTANT shall transfer all said items to the COUNTY.

Termination Due to Unavailability of Continuing Funding: When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks de1ivered under the contract.

PROJECT CLOSEOUT AND VERIFICATION OF CONTRACT COMPLETION

FINAL AUDIT: If requested, the Consultant will permit the County to perform an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the County because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the County upon demand. Further, the County will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the County.

DELIVERABLES: Upon final completion of construction, the Consultant shall provide 3 hard copies of the required submittals as well as one electronic copy (pdf) via USB.

6.0 Required Forms

The Consultant RFQ 26-02 submissions/proposals shall include all required forms including but not limited to the following:

COUNTY Forms

- Non-Discrimination in Employment Form
- Public Entity Crimes Form

- Drug-Free Workplace Certification
- Indemnification Agreement
- Legal Issues
- Non-Collusion Statement
- Acknowledged Addenda
- RFQ Affidavit

Absent any clearly viable and appropriate cause otherwise, any response from any vendor not meeting this minimum standard will be rejected.

NON-DISCRIMINATION IN EMPLOYMENT FORM

Putnam County does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

ADDENDA ACKNOWLEDGEMENT FORM

If any addendums are issued, the proposer **must** acknowledge compliance with the addendum by submitting a signed copy of the addendum in this section. This form will be issued as part of the addendum process, if any addendums are issued. If no addendums are issued, this section only needs to be acknowledged as "none received".

PUBLIC ENTITY CRIMES FORM

Conviction for a public entity crime may not submit an RFQ on a contract to provide any goods or services to a public entity, may not submit a RFQ on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFQs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold A person or affiliate who has been placed on the convicted vendor list following amount provided in S.287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list, as per State of Florida Statute 287.133 (2) (a). The proposer must acknowledge compliance with this statute and its intent.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

INDEMNIFICATION AGREEMENT

The consultant, contractor, lessee, or vendor agrees to indemnify, defend and hold harmless Putnam County BOCC, its officers, employees, agents and other representatives, individually and collectively from an against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the consultant, contractor, lessee, or vendor. For purposes hereof, claims / liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or

obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the County Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this RFQ and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the County with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFQ or the Contract executed in connection with this RFQ; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this RFQ. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFQ. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

REFERENCES

Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the County reserves the right to contact current or former clients of the proposer not provided as part of the proposal.

Please provide a minimum of three references and a maximum of five.

LEGAL ISSUSE

The proposer must indicate if there are any:

A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.
B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

ADDITIONAL INFORMATION OR SERVICES

In addition to the required information, the Proposer may include any additional information which may be helpful to the County in **analyzing** the Proposer's ability to provide the desired service, as noted in this RFQ.

Proposal Forms to Follow this Page

PROPOSAL'S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/RFP/RFQ/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (PROPOSER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required **one (1) original hard copy, three (3) duplicate copies and one (1) USB drive** that contains "all" of your documentation included in the original RFQ in a **pdf** format of each of the following but not limited to:

____ RFQ Cover Sheet

____ RFQ Submittal

____ Non-Discrimination in Employment Form

____ Addendum Acknowledgement

____ Public Entity Crimes Form

____ Certification regarding Debarment

____ Drug-Free Work Place Certification

____ Hold Harmless and Indemnification Agreement

____ References

____ Legal Issues

____ Copy of License(s)

____ *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable

____ *Additional information – if applicable

____ Sample Contract for Services (informational purposes only)

RFQ COVER PAGE

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a RFQ has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the County.)

Failure to sign this form may result in your proposal being deemed as "Non Responsive".

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

RFQ RESPONSE

Responses shall be submitted in a sealed package containing an original response, hard copies in the quantity specified in PART: PREPARATION OF RESPONSE, and an electronic soft copy. In order to insure a uniform review process and to obtain the maximum degree of comparability, the vendor's response shall be organized as follows (Tabs A-F):

Tab A: The following items shall be included in Tab A

2. Introduction Letter of Interest, including
    - History & Background information
    - List of Similar Projects within the last two years
    - Copy of your firm's current State of Florida, Board of Professional Regulation License;

Tab B: Firm Profile and Team Composition

- Team Organizational Chart with a list of any sub-consultants
- Summary of Key Personnel
    - Resumes
    - Staff qualifications
    - Proposed Assignment by Staff Member to Project Task(s) – include: summary of available resources – identify current workload and available equipment for use on project tasks.

- Prime firm and subconsultants must have adequate and experienced current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work.
- Provide detail of the firm's qualifications as well as aspects of each firm that will benefit this Project if selected.
- Provide resumes of each firm/team member along with a list of major services offered by each firm/team member
- Prime firm and subconsultants must commit staff proposed in this submittal will be available for the proposed work.

Tab C: Relevant Qualifications and Experience

- The County is interested in the experience of the Project Manager and Project Principal, on projects similar to the project described in this solicitation.
- Only one individual per job responsibility should be designated.
- Project Manager and Project Principal must be employed by the prime firm and may be the same individual.
- Project Manager must be licensed as a professional engineer in the State of Florida at the time of submittal.
- List the location of the offices proposed to work on the Project as well as contact information and who is to be the sole agent for contact with the County for this Project.
- List no more than five (5) projects meeting these criteria which have been completed in the past ten (10) years for each individual.

- The County is interested in team's (including sub-consultants) relevant experience in the past five (5) years within Florida.
- Briefly describe experience in the following areas and reference projects relating to that experience:

    2. Wastewater treatment plant design including lift station, package plant design, solids handling, civil/roadway/stormwater, architectural, structural, mechanical, electrical, instrumentation and SCADA.

    2. Environmental Information Documents

Tab D: Prime Firm's Comparable Project Experience

- References (minimum of 3) complete with contact information
    - The results of any reference checks will be provided to the evaluation committee and used when scoring the written qualifications.
- The County is interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation.
- List no more than five (5) projects meeting these criteria which have been completed in the past five years.
- In addition, The County may consider history of firm in complying with project programs, schedules, and budgets on previous County projects

Tab E: Subconsultant Fim's Comparable Project Experience

- The County is interested in the proposed subconsultants' history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation.
- List no more than three (3) projects meeting these criteria which have been completed in the past five years.
- In addition, the County may consider history of firm in complying with project programs, schedules, and budgets on previous County projects.

Tab F: Team's Structure and Project Approach:

- The County is interested in the team's organization structure, their understanding of the Project issues, and their approach to the Project.
- Describe how the Project will be formatted from Design to Completion, and firm specific tools that will be used in the Project and describe any significant Project issues with the team's approach in addressing those issues.
- Identify Project leadership, reporting responsibilities, how prime firm will interface with the County's Project manager and the sponsoring department, and how sub consultants will work within the management structure.
- Describe any significant Project issues and the team's approach in addressing those issues.

Tab F: Forms and Documents

- The Consultant RFQ 26-02 submission/proposal shall include all required forms including but not limited to the following:
    - Non-Discrimination in Employment Form

- Public Entity Crimes Form
- Drug-Free Workplace Certification
- Indemnification Agreement
- Legal Issues
- Non-Collusion Statement
- Acknowledged Addenda
- RFQ Affidavit

Absent any clearly viable and appropriate cause otherwise, any response from any vendor not meeting this minimum standard will be rejected.

IRS W-9

INSTRUCTIONS FOR W-9 FORM: Contractors can obtain the W-9 Form and Instructions by visiting: http://www.irs.gov/pub/irs-pdf/fw9.pdf

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

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

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Proposer/Company Signatory's Name & Title

By: _____ Date: _____
Signature

Acknowledgement of Addenda

Name of Bidder: _____

Acknowledgement of receipt of addenda:
The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

This acknowledgement of Addenda form is to be returned with your RFQ Proposal.

_____ _____
Signature Title

_____ _____
Printed Name Date

Putnam County Board of County Commissioners
RFQ No: 26-02
RFQ Name: Professional Engineering Services for the Design and Permitting of the East Putnam Regional Wastewater Facility Wastewater Treatment Plant Expansion

Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal number: RFQ 26-02. This sworn statement is submitted to PUTNAM COUNTY BOCC.
2. This sworn statement is submitted by _____whose business address is _____and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
   a.) A predecessor or successor of a person convicted of a public entity crime; or
   b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement.**(Please indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____
Date: _____
State of _____ County of _____
Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20___.

_____
Notary Public Signature Notary Seal

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;

b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____
Signature

_____
Title

_____
Firm

_____
Address

DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place Program, a business shall:

1.) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2.) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3.) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4.) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5.) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6.) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____ _____
Signature Title

_____ _____
Printed Name Date

Hold Harmless and Indemnification Agreement

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This agreement is submitted with Bid, Proposal, RFQ or Contract No. RFQ 26-02 is submitted to Putnam County BOCC.
2. This sworn statement is submitted by _____(entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. INDEMNIFICATION - To the fullest extent permitted by law, the Consultant, Contractor, Lessee or Vendor shall indemnify and hold harmless Putnam County BOCC, Officers and employees from and against any and all liability, claims, damages, losses, costs and expenses, including attorney's fees and costs to include attorney's fees and costs incurred in establishing the indemnification and other rights contained in this agreement by reason of, arising out of or resulting from or in any way related to the performance, conduct, act or omission or management of the premises by the Consultant, Contractor, Lessee or Vendor or their agents , provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom caused in whole or in part by acts or omissions of the Consultant, a Subconsultant, Contractor Lessee, Vendor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant ,Contractor, Lessee or Vendor any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant Subconsultant, Contractor, Lessee or Vendor under workers' compensation acts, disability benefits acts or other employee benefit acts.

Signature: _____

Date: _____

State of _____ County of _____
Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20___.

_____
Notary Public Signature Notary Public Seal

References

Reference 1:
Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail:_____

Date of Services performed: _____

Reference 2:
Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail:_____

Date of Services performed: _____

Reference 3:
Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail:_____

Date of Services performed: _____

Legal Issues

The proposer must indicate if there are any:

A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
Pending Litigation: (please attach additional documentation if needed)

_____

_____

_____

_____

_____

B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

_____

_____

_____

_____

_____

_____ _____
Signature Title

_____ _____

Each supplier desiring to be maintained in the County's bidders list for future solicitations is requested to return this single form **only** when submitting a "No Bid".

STATEMENT OF NO RESPONSE

Leigh Doran
Procurement Supervisor
2509 Crill Avenue, Ste 200
Palatka FL 32177

The undersigned declines to submit a proposal for above project:

Reason(s): _____

_____

_____

_____

Signature: _____

Title: _____

Name of Firm: _____

Telephone: _____

RFQ AFFIDAVIT

TO: PUTNAM COUNTY BOARD OF COUNTY COMMSSIONERS
PUTNAM COUNTY, FLORIDA

At the time the Qualification is submitted, the Respondent shall attach to his Qualification a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Qualification and shall be sworn to before a person who is authorized by law to administer oaths. STATE OF:_____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached Qualification for the services covered by the RFQ documents for RFQ NO.: 26-02, Professional Engineering Services for the Design and Permitting of the East Putnam Regional Wastewater Facility Wastewater Treatment Plant Expansion. The affiant further states that no more than one Qualification for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Qualification on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

_____
(Proposer)
By _____
_____
(Title)
STATE OF _____)
COUNTY OF _____)
Subscribed and sworn to before me this _____ day of _____, 20____. by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public
My commission expires:

_____

SIGNATURE FORM

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFQ DOCUMENTS and I hereby certify that I am authorized to sign as a Representative from this firm:

Name of Company

Mailing Address

City State Zip

Authorized Signature, Title

Name (Typed or Printed) Date

Phone Number (Including Area Code)

Fax Number (Including Area Code)

Website/Email Address

Appendix A: CEI Services Evaluation Criteria

RFQ 26-02 Professional Engineering Services for the Design and Permitting of the East Putnam Regional Wastewater Facility Wastewater Treatment Plant Expansion

Evaluation Criteria	Max Points
Introduction Letter of Interest, including • History & Background information • List of Similar Projects within the last two years. • Copy of your firm's current State of Florida, Board of Professional Regulation License	20
Team Organizational Chart with a list of any sub-consultants o Summary of Key Personnel o Resumes o Staff qualifications o Proposed Assignment by Staff Member to Project Task(s) – include: summary of available resources – identify current workload and available equipment for use on project tasks. o Prime firm and subconsultants must have adequate and experienced current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work. o Provide detail of the firm's qualifications as well as aspects of each firm that will benefit this Project if selected. o Provide resumes of each firm/team member along with a list of major services offered by each firm/team member o Prime firm and subconsultants must commit staff proposed in this submittal will be available for the proposed work.	20
The County is interested in the experience of the Project Manager and Project Principal, on projects similar to the project described in this solicitation. o Only one individual per job responsibility should be designated. o Project Manager and Project Principal must be employed by the prime firm and may be the same individual. o Project Manager must be licensed as a professional engineer in the State of Florida at the time of submittal. o List the location of the offices proposed to work on the Project as well as contact information and who is to be the sole agent for contact with the County for this Project. o List no more than five (5) projects meeting these criteria which have been completed in the past ten (10) years for each individual.	20
The County is interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. o List no more than five (5) projects meeting these criteria which have been completed in the past five years. o In addition, The County may consider history of firm in complying with project programs, schedules, and budgets on previous County projects. o The County is interested in the proposed subconsultants' history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. o List no more than three (3) projects meeting these criteria which have been completed in the past five years. o In addition, the County may consider history of firm in complying with project programs, schedules, and budgets on previous County projects.	20

The County is interested in the team's organization structure, their understanding of the Project issues, and their approach to the Project. o Describe how the Project will be formatted from Design to Completion, and firm specific tools that will be used in the Project and describe any significant Project issues with the team's approach in addressing those issues. o Identify Project leadership, reporting responsibilities, how prime firm will interface with the County's Project manager and the sponsoring department, and how sub consultants will work within the management structure. o Describe any significant Project issues and the team's approach in addressing those issues.	20
TOTAL POINTS	**100**

Appendix B: Subconsultant Listing Form

PROPOSED SUBCONSULTANT LISTING

Consultant: _____

FM NUMBERS:_____

Proposed Subconsultant (Type of Work to Perform)	DBE? (Yes or No)	Proposed Individual Name	Title

Appendix C: Sample Consultant Contract

Agreement for Consulting Services

This Agreement made as of this _____ day of ____ in the year 2026, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and _____{ } an individual, { } a corporation, { } a partnership, authorized to do business in the State of Florida (the "CONSLTANT"), whose address is: _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Agreement is for _____
_____

Services of the CONSULTANT shall be under the general direction of the County Public Works Director, who shall act as the County's representative during the performance of this Agreement.

The selection process shall meet the requirements of the Consultants Competitive Negotiation Act "CCNA" Florida Statutes Chapter 287 most recent supplements.

Services of the CONSULTANT shall be under the general direction of the Putnam County Executive Director of Public Works, who shall act as the County's representative during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services as delineated in the Notice to Proceed, and complete all services within the time frame specified therein.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The County shall pay to the CONSULTANT for services satisfactorily performed _____($_____), which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the County monthly.

B. The invoices received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, FPN number, the current purchase order number (if any) and specify the work performed.

C. In order for both parties herein to close their books and records, the CONSULTANT will clearly state **"final invoice"** on the CONSULTANT 'S final/last billing to the COUNTY. This indicates that all services

have been performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and all other further charges if not properly included on this final invoice shall be waived by the CONSULTANT.

D. CONSULTANT acknowledges that he/she has reviewed the scope of work and no change orders are anticipated.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONSULTANT on 30 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONSULTANT represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own taxes due as a result of this Agreement.

ARTICLE 8 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

ARTICLE 9 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

CONSULTANT shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by CONSULTANT on or before their due date. The liability insurance policy shall afford minimum protection of $1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, CONSULTANT shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONSULTANT shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONSULTANT 'S obligation to fulfill the insurance requirements herein.

CONSULTANT shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least $100,000 each accident, and $100,000 each employee / $500,000 policy limit for disease. CONSULTANT shall also purchase any other coverage required by law.

CONSULTANT 'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

_____ Builders Risk. The CONSULTANT shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

__X__ Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of $1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONSULTANT, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONSULTANT further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

ARTICLE 11 - SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at

law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code as may be in effect from time to time in Florida shall prevail as the basis for determining the rights and obligations of the CONSULTANT and the COUNTY hereunder.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONSULTANT further represents that no person having any such interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT 'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT 'S control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions

Upon the CONSULTANT 'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT 'S failure to perform was without its fault or negligence, the timeframes set forth in this Agreement may be amended by written agreement by the CONSULTANT and County Administrator, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent. Such information and data shall be and remains the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of the Florida Public Records Law.

ARTICLE 18 – PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION

CONSULTANT agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by CONSULTANT or its employees without COUNTY'S prior written consent. CONSULTANT shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

ARTICLE 19 – PUBLIC RECORDS COMPLIANCE

CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, PR-REQUESTS@PUTNAM-FL.COM**, 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.**

If CONSULTANT will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONSULTANT, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide 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 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 public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to 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 COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and

5. If CONSULTANT does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.

6. If CONSULTANT fails to provide the public records to COUNTY within a reasonable time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

7. If a civil action is filed against CONSULTANT to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONSULTANT the reasonable costs of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

ARTICLE 20 – AUDITING, RECORDS AND INSPECTION

In the performance of this Contract, CONSULTANT shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONSULTANT, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT 'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT 'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

ARTICLE 22 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the CONSULTANT, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or other status protected by law.

ARTICLE 24 - AMENDMENT

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS, RULES AND REGULATIONS

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONSULTANT agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

ARTICLE 27 – SOVEREIGN IMMUNITY

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to

work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONSULTANT must:

1. Enroll in the E-Verify Program;
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONSULTANT is a state or local government, CONSULTANT may choose to verify only new hires assigned to the Contract;
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Include these requirements in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

ARTICLE 29 – SCRUTINIZED COMPANIES

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONSULTANT is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or
2. If COUNTY determines that CONSULTANT falsely certified to COUNTY that CONSULTANT is not listed as a scrutinized company.

Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

ARTICLE 30 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - MODIFICATION

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the County's notification of a contemplated change, the consultant shall (1) if requested by COUNTY, provide an estimate for the increase or decrease ion cost due to the contemplate change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the County shall issue a contract amendment or change order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties. Contract amendments affecting price changes may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

ARTICLE 32 - CONTRACT DOCUMENTS

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

1. Request for Qualifications Number 26-02
2. Addenda, if issued
3. Notice to Proceed
4. Change Order, if required
5. Amendments, if required
6. Purchase Order

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 33 - NOTICE

Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONSULTANT or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.

ARTICLE 34 – CONSULTANT EVALUATION

The Consultant understands performance will be evaluated in accordance with the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code and that the consultant must state in all subcontracts that services performed by any such sub consultant will be subject to the Professional Consultant Work Performance Evaluation system as defined in Chapter 14-75, Florida Administrative Code.

IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand as of the day and year first above written.

ATTEST:
MATT REYNOLDS, CLERK

PUTNAM COUNTY BOARD OF COUNTY COMMISSIONERS:

BY:_____
Clerk or DEPUTY CLERK

WITNESS:

_____
SIGNATURE

_____
NAME (TYPE OR PRINT)

_____
DATE

BY:_____
CHAIR

CONSULTANT:

_____
COMPANY NAME

_____
NAME (TYPE OR PRINT)

_____
TITLE

_____
SIGNATURE

DATE:_____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
COUNTY ATTORNEY

DATE:_____