

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR



**BOARD OF COUNTY COMMISSIONERS
PUTNAM COUNTY, FLORIDA**

RFP NO.: 19 - 15

April 5, 2019

PROJECT:

Community Development Block Grant Administrative Services

**Putnam County, Florida RFP No.: 19-15,
Community Development Block Grant Administrative Services**

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REQUEST FOR PROPOSALS

The Putnam County Board of County Commissioners is solicits responses from qualified and experienced firms for the provision of Community Development Block Grant (CDBG) for the benefit of Community Support Services.

Requirements and other Specifications are available online at: <http://bids.putnam-fl.com/bids>.

Deadline for receipt of sealed proposals has been set for **April 5, 2019 by 2:00PM Eastern Standard Time**. Send, or deliver in person, one (1) original and three (3) copies and an electronic copy (flash drive) to the Putnam County General Services Department, 2509 Crill Ave, Ste 200, Palatka, FL 32177. Only sealed proposals received on or before the aforestated time and date will be considered. **Vendor must indicate the request for proposal (RFP) number and description on outside of envelope.**

Questions concerning the specifications may be emailed to Julianne Young, at Julianne.Young@putnam-fl.com. Answers to questions received will be posted online with the RFP documents. Questions must be received by March 29, 2019 by 2:00PM Eastern Standard Time.

The Putnam County Board of County Commissioners reserves the right to accept or reject any or all proposals 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: March 13, 2019

RFP Number: 19-15

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INSTRUCTIONS

Purpose

Putnam County Request for Proposals (RFP) For CDBG Administrative Services Related to a FFY 2018 Community Development Block Grant (CDBG-DR). Putnam County will receive funding thru an Agreement with the Florida Department of Economic Opportunity (FDEO) to design and construct drainage improvements along St. Johns Avenue from CR 309C to SR19.

Proposal Submission

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal.

Each Consultant is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

Consultants desiring to provide services as described herein shall submit proposals as follows:

- an original submittal;
- three (3) duplicate copy of the original submittal;
- AND an electronic copy (USB drive in pdf format); **and**

NOTE: If you believe that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate envelope and a separate electronic file. This envelope must be clearly identified as "PUBLIC RECORDS EXEMPT," per Section 1.10 Proprietary Information.

All proposals must be submitted in a sealed envelope with a label on the outside, "19-15: Community Development Block Grant (CDBG) Administrative Services," and deliver not later than **2:00 pm, Friday, April 5, 2018**, to the attention of:

HAND DELIVER OR MAILED TO:
Putnam County Board of County Commissioners
c/o General Services Department
2509 Crill Avenue, Ste 200
Palatka, FL 32177

LATE PROPOSALS WILL NOT BE CONSIDERED.

Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal, whether or not the proposal is accepted. All work papers/products developed as part of the contract performance become property of the County upon termination or completion of the provision of services. The cost for development of the written proposal and the oral presentation are entirely the obligation of the Consultant and shall not be chargeable in any manner to Putnam County.

Documents

Proposal, Contract, Specifications and any other Proposal Documents are available online at: <http://bids.putnam-fl.com/bids>.

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If it becomes necessary to revise or amend any part of this RFP, an addendum will be issued and will be posted on the County's website on the "Notice of Bids" page located at <http://bids.putnam-fl.com/bids>. It is the sole responsibility of the respondents to check the website to ensure that all available information has been received prior to submitting a proposal.

Acceptance/Rejection of Proposals

Putnam County reserves the right to reject any proposal which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, incomplete or unbalanced proposals or irregularities of any kind.

Submittal requirements of this Request for Proposals are for evaluation and selection purposes only. The County may allow alterations, modifications, or revisions to individual elements of the successful proposal at any time during the period of the contract which results from this Request for Proposals.

Putnam County reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the County's judgment, best serve the interests of the County, or to award a contract to the next most qualified Consultant if a selected Consultant does not execute a contract within thirty (30) days after the award of the proposal.

The thirty day (30) time period may be extended an additional twenty (20) days where the selected Consultant is unavailable during the initial thirty-day period.

Consideration of Proposals

Proposals will be considered from Consultants normally engaged in providing and performing services as specified herein. The Consultant must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

Proposal Withdrawal

Any Consultant may withdraw his proposal by email, fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, or until one or more of the proposals has been awarded.

Non-Warranty of Request for Proposals

Due care and diligence has been used in preparing this Request for Proposal. The County shall not be responsible for any error or omission in this Request for Proposal, nor for the failure on the part of the Consultants to ensure that they have all information necessary to affect their proposals.

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Request for Clarification

The County reserves the right to request clarification of information submitted and to request additional information of one or more Consultants, either orally or in writing.

Inquiries/Questions

After thoroughly reading this Request for Proposals and Exhibits, Consultants may direct questions, in writing only, to:

Julianne Young, General Services Director
Julianne.Young@putnam-fl.com

Putnam County Board of County Commissioners
c/o General Services Director
2509 Crill Avenue, Ste 200
Palatka, FL 32177

(386) 329-0370

Communications During Solicitation and Lobbying Prohibition

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, request for qualifications, bids, or contracts by the offerors or any member of the offeror's staff, an agent of the offeror, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular Request for Proposals is strictly prohibited. Nothing herein shall prohibit a prospective offeror from contacting the Purchasing Director to address concerns or grievances, or receive clarification about a particular procurement.

For purposes of this provision, lobbying activities shall include, but not limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contact through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

Proprietary Information

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the

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County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

Examination of Request for Proposals

Before submitting a proposal, it shall be the Consultant's responsibility to examine thoroughly the Request for Proposals or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Consultant of complete performance under the contract.

Public Entity Crimes

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 Proposal on a contract to provide any goods or services to 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 CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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.

Preparation of Proposals

Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. The partner's title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The address to which communications regarding the RFP are to be directed must be shown.

Only one Proposal from any individual, firm, partnership or corporation under the same or different names will be considered.

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Exceptions

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein. Proposer is deemed to have accepted and to be bound by the RFP 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.

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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the CONTRACTOR authorized to use the County's Tax Exemption Number in securing such materials.

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

Compliance with Occupational Safety and Health Act

All material, equipment, etc., as proposed and offered by a Respondent, in instances where applicable due to the nature of the project with which this RFP package is concerned, must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926), as amended. The signature of the Respondent or of the authorized representative thereof upon the Proposal shall constitute certification of such fact.

Laws and Regulations

All applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to this Agreement throughout, and they will be deemed to be included in the Agreement as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

Equal Opportunity Compliance

The Respondent, including SUBCONTRACTORS, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age handicap or marital status. In the event the Respondent, or SUBCONTRACTOR, fails to comply with any nondiscrimination provision of this Agreement or with any such laws, regulations or orders, this Agreement may be cancelled, terminated, or suspended, in whole or part, and the Respondent may be declared ineligible for further County contracts by rule, regulation, or order of the Board, or as may otherwise be provided by law.

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Throughout the term of this Agreement, the Respondent, including SUBCONTRACTORS, shall not violate any federal or state laws, regulations, and requirements.

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.

Costs Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

Insurance

- A. The CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR 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

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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, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR 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 CONTRACTOR's obligation to fulfill the insurance requirements herein.

CONTRACTOR 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. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR'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 CONTRACTOR 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.

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CONTRACT AGREEMENT & TERM:

Term

The contract shall be effective for the period to begin based on the date of the executed contract and continuing through a two year period, or when the Consultant completes to the satisfaction of the County all requirements under the contract or terminated in accordance with the provisions of the contract.

Quality & Performance:

Failure to maintain a satisfactory level of service as described herein shall be cause for termination of the contract. The County reserves the right to randomly visit and inspect the Contractor's facility to ensure the Contractor is performing services in compliance with the requirements of the Contract.

Termination:

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, Putnam County shall provide written notification of any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of noncompliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by Putnam County for cause, upon giving twenty-one (21) consecutive calendar days written notice to the Contractor.

Proposal Offer:

It is understood and agreed that the proposal and the response of the selected proposer, if accepted, will become part of a legal and binding contract between the Proposer and Putnam County Board of County Commissioners. The Proposer hereby declares and agrees with all the terms, conditions and requirements of this request for proposal. Also the Proposer, having full authority submitting this proposal, hereby declares and agrees to address all aspects of necessary equipment and components as listed here in accordance with all terms, conditions and requirements of the proposal.

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TENTATIVE SCHEDULE

<u>DATE</u> – Publish RFP	March 13, 2019
DATE – Deadline to Submit Questions	March 29, 2019 by 2:00 pm EST
DATE – Deadline to Submit Proposals	April 5, 2019 by 2:00 pm EST
DATE – Evaluation Committee Meeting	April 10, 2019 at 10:30 am EST
DATE – Issue Intent to Award	April 10, 2019
DATE – Take to the Board	April 23, 2019

Evaluation Committee Meeting will be 10:30 AM Eastern Standard Time April 10, 2019 at Putnam County Government Complex located at 2509 Crill Ave, Ste 200 Palatka FL 32177 in the community conference room. The meeting is open to the public, the public is welcome to attend but will not have the opportunity to address committee member(s).

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SCOPE OF WORK SUMMARY

A. General Information:

Putnam County Request for Proposals (RFP) For CDBG Administrative Services Related to a FFY 2018 Community Development Block Grant (CDBG-DR). Putnam County will receive funding thru an Agreement with the Florida Department of Economic Opportunity (FDEO) to design and construct drainage improvements along St. Johns Avenue from CR 309C to SR19.

B. Scope of Services:

Grant Administration Services (Consultant) will provide the following services, including, but not be limited to:

1. Reviewing existing policies to insure grant compliance and revise as required;
2. Developing new policies that are required as part of the grant contracting process;
3. Preparing environmental review(s);
4. Coordination with all funding agencies and agency contact(s);
5. Prepare draw down request of program funds;
6. Tracking and managing program funds in compliance with program guidelines and acceptable accounting practices;
7. Providing all required reports and technical assistance;
8. Coordinating and attending all DEO monitoring visits;
9. Preparing all desktop monitoring packages for review and approval prior to submission to DEO;
10. Preparing closeout package; insuring all federal and state record-keeping requirements are met;
11. Reviewing change orders and pay requests for compliance with grant requirements;
12. Attendance at all pre-bid and pre-construction;
13. Tracking contractors on the federal disbarred list as well as all state approved WBE/MBE firms and section 3 participation;
14. Providing oversight and advisement to ensure procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements..

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SUBMITTAL REQUIREMENTS

Section 1: RFP Qualification Cover Page (Complete and Submit)

Section 2: Letter of Interest

Letter of Interest Consultants should include a letter indicating the Consultant's interest in and knowledge of the project and willingness to provide the services.

Section 3: Project Understanding and Approach

This section should include a narrative necessary to show that the Consultant has an understanding of the scope and objectives to be performed in this project. The Consultant should describe the approach to the provision of services as required herein and the specific work plan to be employed to implement it. Indicate how this project will fit into the total workload of the Consultant during the project period.

Section 4: Consultant's Qualifications & Staff

Identify the manager and key staff who would be directly assigned to this project. Provide resumes to include years of experience within the area of specialty, length of service with the Consultant and knowledge of local government.

4.1 Summary of the Consultant's current workload and ability to satisfy the County requirements.

4.2 A brief statement shall be included, on the Consultant's background, organization and size.

4.3 The one person designated to act as primary liaison between the Consultant and the County. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.

4.4 If any services are to be subcontracted, then those Consultants must be identified. Qualifications of any sub-consultant(s) and resumes of the individual(s) assigned to the projects are to be furnished as part of the submittal.

4.5 Consultants shall demonstrate in this section, respondent shall provide documentation to fully demonstrate any and all prior experience and past performance in the required industry. Specify the level of work experience, especially as it relates to the proposed Scope of Services. Respondents may provide supplemental documentation or information regarding services provided in the past.

Section 5: Ability of Consultant's Professional Personnel

In this section, each respondent shall submit information demonstrating the consultants professional personnel's abilities and aptitudes, examples include but are not limited to resumes, biographies etc.

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Section 6: Ability to Meet Time & Budget Requirements

The County is seeking competitive budgetary pricing. However, pricing is just one of many criteria that will be used to evaluate each responsive proposal. It is not the determining criteria for making the award decision. There is no obligation on the part of the County to award the proposal to the lowest priced respondent, and the County reserves the right to award the proposal to the respondent submitting the best overall responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of Alachua County, and to waive any irregularity or technicality in the proposals received.

Section 7: References

In this section, provide a list (minimum of 3) of verifiable references, for whom the Consultant has performed these type services. List any installations performed for governmental entities.

The following should be provided for each reference listed:

- 7.1 Name, title, address and phone number of the individual within the organization for whom the work was performed who can be contacted in regards to the project.
- 7.2 The name(s) of the Manager or key staff person(s) who worked on the project.

Section 8: Administrative Information / Required Documents

Please include the following:

- Cover Page/Signature Form
- Letter of Interest
- Project Understanding & Approach
- Consultant's Qualifications & Staff
- Ability of Consultant's Professional Personnel
- Ability to Meet Time & Budget Requirements
- References (minimum of 3)
- Drug Free Work Place Form (Complete and Submit)
- Certification Regarding Disbarment
- Public Entity Crimes Form
- Non-Collusion Statement
- Equal Opportunity Affirmation
- Acknowledged Addenda

Include all required Putnam County forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points.

Required forms are included in the RFP document.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

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EVALUATION OF PROPOSALS

Committee evaluations shall be conducted in accordance with applicable Florida Statutes. All responsive proposals submitted will be evaluated by an Evaluation Committee.

Each member of the Evaluation Committee will receive a set of all of proposals submitted, a copy of the RFP document with all issued Addenda, and a Score Sheet. The Evaluation Committee shall then evaluate each RFP Package according to the criteria described herein. Each member of the Evaluation Committee shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other member of the Evaluation Committee, or any other individual. Scores for each Proposer shall be recorded on the members Score Sheet. A public Evaluation Committee Meeting may be held if needed.

The members of the Evaluation Committee may elect to conduct oral interviews or presentations in order to make a final determination of the top rankings. If the members of the Evaluation Committee elect to conduct oral interviews or presentations, the County General Services Department shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

Contact with the Evaluation Committee – Members of the Evaluation Committee are prohibited from discussing a project with any firm that may submit a proposal during the procurement process, except in formal committee meetings. Any Proposer who initiates any discussions with members of the Evaluation Committee in any manner will be subject to disqualification.

EVALUATION CRITERIA

The County will evaluate and rank the respondents that submit responsive proposals utilizing the evaluation criteria listed below:

- A. **Project Understanding & Approach:** (30 maximum points)
- B. **Consultant's Qualifications & Staff:** (30 maximum points)
- C. **Contract Price Proposal:** (20 maximum points)
- D. **References:** (10 maximum points)
- E. **Compliance with RFP specifications & forms:** (10 maximum points)

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GENERAL CONDITIONS

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Proposal, to which the selected Consultant must comply in order to be consistent with the requirements for this Request for Proposal. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

Assignment of Personnel

All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

Basis for Contract Negotiation

The proposal will serve as the basis for negotiating the contract.

Governing Law

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Putnam County.

Permits, Laws & Regulations

The selected Consultant shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The selected Consultant shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The selected Consultant is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the selected Consultant will in no way relieve it of responsibility.

The selected Consultant must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

Award of Contract(s)

The County reserves the right to award contracts to more than one (1) Consultant as determined to be in the best interest of the County.

Assignment of Interest

Any individual or Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

Indemnification

To the maximum extent permitted by Florida law, the Professional shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims,

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damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Professional or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Professional or anyone employed or utilized by the Professional in the performance of this Agreement.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Professional, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Professional. The Professional's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

Amendments

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

Default and Termination The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the selected Consultant.

The County may terminate the contract without cause by first providing at least 24 hours written notice to the selected Consultant prior to the termination date. The County's Department Director is authorized to provide written notice of termination on behalf of the County.

In the event funds to finance the contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the selected Consultant. The County shall be the final authority as to the availability of funds.

Successors and Assigns

The County and selected Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the selected Consultant of its interest in the contract without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or the selected Consultant, nor

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shall it be construed as giving any right or benefit hereunder to anyone other than the County or the selected Consultant.

Non Waiver

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

Independent Consultant

In the performance of this agreement, the Consultant will be acting in the capacity of an independent Consultant and not as an agent, employee, partner, joint venture, or associate of the County. The Consultant shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Consultant in the full performance of the agreement.

Right To Protest

Any actual or prospective bidder or proposer who believes that they have been aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the General Services Director.

A Notice of Intended Decision to recommend or reject proposals will be posted on the General Services Department website http://main.putnam-fl.com/?page_id=596. In the event an unsuccessful firm desires to protest the College's notice of intended decision to award or reject a proposal, that Firm shall be required to comply with the **Protest Procedure**, including, without limitation, filing a notice of protest with the General Services Director, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision, and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed which also must be received in writing by the General Services Director. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, which is 72 hours, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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PUTNAM COUNTY REQUIRED FORMS
COVER PAGE / SIGNATURE FORM

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid 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 College.) Failure to sign this form may result in your proposal being deemed as "Non Responsive".

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

Legal Name of Company: _____

Tax Id Number: _____

Minority Business Enterprise
Type & Number (if applicable): _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-mail Address: _____

By: Signature (manual): _____

By: Signature (typed): _____

Title: _____

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HOLD HARMLESS AGREEMENT

The proposing firm as indicated below, it's officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Putnam County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization

Please Check One: **Individual Ownership**
 Joint Venture
 Partnership
 Corporation

Name of Proposing Firm:

Mailing Address: _____

Location Address: _____

City & State: _____ **ZIP:** _____

Telephone: _____ **Fax Number:** _____

Name/Title of person authorized to bind the Company:

Signature of person authorized to bind the Company:

Date: _____

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COST PROPOSAL FORM

Consultant agrees to provide services in accordance to the scope of work for a lump sum fee of:

(Amount in numerals) \$ _____

(Amount in words) _____

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DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace 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 workplace, the business's policy of maintaining a drug-free workplace, 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 workplace 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 workplace 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: _____

Dated: _____

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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) The prospective contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.475, Florida Statutes, and 215.4725 Florida Statutes, respectively, or is engaged in a boycott of Israel.
 - b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - c) 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;
 - d) 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
 - e) 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

Putnam County, Florida RFP No.: 19-15
Community Development Block Grant Administrative Services
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned personally appeared who, being by me first duly sworn, and made the following statement:

1. The business address of _____ [name of firm]

Is _____

2. My relationship to _____ [name of firm]

Is _____
[relationship, such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida 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 such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “conviction” is defined by the statute to mean 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list.

The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and country first mentioned above on the

_____ day of _____, 20____

Signed

(affix seal)

Notary Public

My commission expires

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NON-COLLUSION STATEMENT

By signing this offer, the CONTRACTOR certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Putnam County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any Putnam County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exists.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF PUTNAM

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after being duly sworn, deposed and said that he is the fully authorized _____ of _____ (hereinafter referred to as affiant), and said affiant further said:

- (1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

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SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____. NOTARY PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF _____
IN THE COUNTY OF _____

_____ being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this ____ day of _____, 20____ NOTARY PUBLIC in and for the State of _____ Signature

Seal

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____
Title: _____
Firm: _____
Address: _____

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ACKNOWLEDGEMENT OF ADDENDA FORM

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: _____

*If no addendums are issued, this section only needs to be acknowledged as “none received”.

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

Signature Title

Name Date Printed

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SAMPLE AGREEMENT FOR CONTRACTOR SERVICES

This Agreement made as of this ____ day of _____, 2019, 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 "CONTRACTOR"), whose address is _____.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is for the Administrative Services related to the Community Development Block Grant Disaster Recovery Programs (See Bid Document Package Attached), as per Call for Bids 19-15. Services of the CONTRACTOR shall be under the general direction of the County General Services Director, who shall act as the County's representative during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

This Agreement is effective on the date executed by both parties and continues until the _____ day of _____, 20__ unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for ____ additional ____ year terms at the terms and conditions contained in this Agreement. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

a. The Professional shall be paid for those services required by this Agreement not to exceed the sum of _____ allocated in the following manner:

b. Reimbursable expenses, if approved in writing in advance, will be paid by the County to the Professional for the following services or costs outlined below. The Professional will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

OR:

No additional reimbursable expense will be paid under this Agreement.

c. If the Professional's duties, obligations, and responsibilities are materially changed through no

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fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in Exhibit "1." 18

d. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, [the time expended, if billed by hour,] and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Julianne Young
2509 Crill Ave, Ste 200
Palatka, FL 32177

e. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

f. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Company
Address
City/State/Zip
ATTN: _____

ARTICLE 4 - TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, Putnam County shall provide written notification of any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of

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noncompliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by Putnam County for cause, upon giving twenty-one (21) consecutive calendar days written notice to the Contractor.

This Agreement may be terminated by CONTRACTOR on 30 days prior written notice to the COUNTY in event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of CONTRACTOR. It may also be terminated by COUNTY, without cause, upon thirty (30) days written notice to the Contractor of intention to do so. Unless the CONTRACTOR is in breach of this Agreement, the contractor 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 CONTRACTOR 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 Contractor shall be responsible for hiring sufficient staff to provide all of the services required under this agreement.

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

ARTICLE 6 - SUBCONTRACTING

The Contractor is not permitted to utilize sub-contractors for any aspect of the services required under this Agreement.

ARTICLE 7 - FEDERAL AND STATE TAX

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

The CONTRACTOR shall be responsible for payment of all 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 CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR 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 CONTRACTOR's obligation to fulfill the insurance requirements

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herein.

CONTRACTOR 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. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONTRACTOR 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 also 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 CONTRACTOR 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 CONTRACTOR.

ARTICLE 12 - REMEDIES

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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 may, as applicable, prevail as the basis for determining the rights and obligations of the CONTRACTOR and the COUNTY hereunder.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR 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 CONTRACTOR further represents that no person having any such interest shall be employed for said performance.

The CONTRACTOR 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 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 CONTRACTOR 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 CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'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 CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any

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failure to perform the work and, if the CONTRACTOR'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 CONTRACTORS and the 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 CONTRACTOR 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 CONTRACTOR 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.

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

ARTICLE 18 – PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION

CONTRACTOR 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 CONTRACTOR or its employees without COUNTY'S prior written consent. CONTRACTOR shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

ARTICLE 19 – PUBLIC RECORDS COMPLIANCE

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

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

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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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, 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; and
5. If CONTRACTOR does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONTRACTOR to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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

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The CONTRACTOR 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 CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'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 CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR 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 CONTRACTOR hereby represents and warrants that it has and will continue to maintain all

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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 CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR is a state or local government, CONTRACTOR 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 CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or
 2. If COUNTY determines that CONTRACTOR falsely certified to COUNTY that CONTRACTOR is not listed as a scrutinized company.
- Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

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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 CONTRACTOR of the County's notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CONTRACTOR 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 CONTRACTOR 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:

- A. Call for Request For Proposals
- B. Exhibit B - Request For Proposal Specifications Document, any Addenda and Responses
- C. Exhibit C - Proposers Response(s) to Request for Proposal including all docs, forms and information submitted in response to the RFP 19-15

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

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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 CONTRACTOR 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.

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

ATTEST:
TIM SMITH, CLERK

**PUTNAM COUNTY BOARD OF
COUNTY COMMISSIONERS:**

BY: _____
Clerk or Deputy Clerk

BY: _____
Chairman

WITNESS:

CONTRACTOR:

SIGNATURE

COMPANY NAME

(TYPE OR PRINT)

NAME (TYPE OR PRINT) NAME

TITLE

SIGNATURE

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: _____
COUNTY ATTORNEY

REV. March 30, 2016