

PUTNAM COUNTY BOARD OF COMMISSIONERS

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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Tuesday, July 15, 2025 ♦ 6:00 PM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Paul Gardner, Mt Ararat Church
4. Pledge of Allegiance (staff)
5. Special Presentation - Laura Pilafas, The Recovery Bus

Regular Business Meeting

6. Public Comments
7. Consent Agenda
 - a. Approval of Minutes - June 24, 2025 Regular Meeting (staff-CC)
 - b. Approval of Minutes - June 24, 2025 Executive Session (staff-CC)
 - c. Ratify Land Purchase and Sale Agreement of property to provide access to the Lake Oconee boats/boathouses of the Sheriff's Office and Fire Department (staff-CA)
 - d. Approval of Updated Putnam County Transit Procurement Policy (staff-Transit)
8. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Finance)
9. Approval of Invoice to Digitize Old Zoning Maps (staff-P&D)
10. Approval of Vehicles and Equipment Proposed for Surplus (staff-Fire)
11. Discussion and possible action on the Fund Balance (TM)
12. Discussion and possible action regarding how Putnam County might, with other local governments and groups, mark our nation's 250th anniversary in 2026 (RG)
13. Discussion and possible action regarding road repairs (SH)

Reports/Announcements

14. County Manager Report
15. County Attorney Report
16. Commissioner Announcements

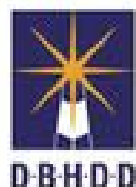
Closing

17. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

File Attachments for Item:

5. Special Presentation - Laura Pilafas, The Recovery Bus



Georgia
Department of
Behavioral Health
& Developmental
Disabilities



Georgia Council
for Recovery
Freedom from Addiction

THE GEORGIA RECOVERS BUS TOUR

SAVE THE DATE

Eatonton

 PUTNAM COUNTY COURTHOUSE
100 S. JEFFERSON AVE EATONTON, GA

FREE FOR EVERYONE
9 AM – 9:30 AM

MONDAY
September 22, 2025

#GARECOVERS

File Attachments for Item:

7. Consent Agenda

- a. Approval of Minutes - June 24, 2025 Regular Meeting (staff-CC)
- b. Approval of Minutes - June 24, 2025 Executive Session (staff-CC)
- c. Ratify Land Purchase and Sale Agreement of property to provide access to the Lake Oconee boats/boathouses of the Sheriff's Office and Fire Department (staff-CA)
- d. Approval of Updated Putnam County Transit Procurement Policy (staff-Transit)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, June 24, 2025 ♦ 6:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, June 24, 2025 at approximately 6:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Bill Sharp
Commissioner Tom McElhenney
Commissioner Richard Garrett
Commissioner Steve Hersey
Commissioner Jeff Wooten

STAFF PRESENT

County Attorney Adam Nelson
County Manager Paul Van Haute
County Clerk Lynn Butterworth
Deputy County Clerk Mercy Fluker

Opening

1. Welcome - Call to Order

Chairman Sharp called the meeting to order at approximately 6:00 p.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

2. Approval of Agenda

Motion to approve the agenda.

Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten

3. Invocation

County Attorney Adam Nelson gave the invocation.

4. Pledge of Allegiance (BS)

Chairman Sharp led the Pledge of Allegiance.

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Chairman Sharp announced that Commissioner Hersey was arriving late due to an emergency and that the Board of Commissioners would be entering Executive Session whenever he arrived.

Regular Business Meeting

5. Public Comments

Ms. Erin Olson provided a handout and commented on the responsibilities of the Board of Commissioners in relation to the Board of Education.

Mr. Don Sadler summarized a complaint he previously filed with the Attorney General's office regarding an issue with the Jimmy Davis Park Partnership Advisory Council.

Mr. David Tateyama expressed his appreciation for the commissioners and their support of the Uncle Remus Golf Course and asked for continued support.

Ms. Patricia Bailey commented on the current state of the Alice Walker site not being kept up.

Mr. Terry Blythe thanked the commissioners for being public servants and requested continued support of the Uncle Remus Golf Course.

Mr. Brandon Burgess signed in but passed on his comments.

Commissioner Garrett thanked everyone who made comments and addressed some of the concerns.

(Copy of handouts made a part of the minutes on minute book pages _____ to _____.)

6. Consent Agenda

a. Approval of Minutes - June 6, 2025 Regular Business Meeting (staff-CC)

Motion to approve the consent agenda.

Motion made by Commissioner Garrett, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten

7. Approval of Right-of-Way Permit Request by Tri-CoGo for work in the Possum Point Dr. Subdivision (staff-PW)

Public Works Office/Permit Manager Rindi Daniel explained the request and commented that it will bring internet to a lot of people.

Motion to approve the Right-of-Way Permit Request by Tri-CoGo for work in the Possum Point Dr. Subdivision.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten

(Copy of Right-of-Way Permit made a part of the minutes on minute book page _____.)

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8. Approval of beginning the process of Road Abandonment for Wooten Road and Joe Wooten Road (JW)

Mr. Billy Webster commented on various things to consider when abandoning a road, such as not isolating or landlocking any landowner and the impact on mail delivery services.

Commissioner Wooten commented that his family was always under the impression it was a private road and explained the history of maintaining farm roads for feed and milk trucks when agriculture was very important to the county. His family never found evidence showing the road was deeded to the county. He addressed the concerns regarding any isolated landowners, confirming there will be an easement given to the specific landowner in question, and confirmed that there are no mailboxes or school buses travelling on this road.

Motion to approve starting the process for road abandonment for Wooten Road and Joe Wooten Road.

Motion made by Commissioner Wooten, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten

9. Declaration of Road Abandonment of a segment of Napier Mill Road and authorization for Chairman to sign required documents (staff-CC)

Motion to approve the Declaration of Road Abandonment of a segment of Napier Mill Road and authorization for Chairman to sign required documents.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten
(Copy of documents made a part of the minutes on minute book pages _____ to _____.)

10. Authorization for Chairman to sign Intergovernmental Agreement for the Use and Distribution of Proceeds from SPLOST 10 (staff-CM)

Mr. Jim Berardicurti asked several questions about the different proposals in the meeting packet and commented on the state of the roads.

Commissioner Hersey arrived at 6:39 p.m.

Ms. Jennifer Ray showed photos and commented on road conditions.

Mr. Billy Webster submitted a handout and read a letter from the Pine Forest Property Owners Association supporting Commissioner Hersey's SPLOST 10 proposal.

County Manager Van Haute compared the two project lists and explained that one was discussed by the whole board at meetings and the other is Commissioner Hersey's proposal. He also explained that no roads were included on the initial list because TSPLOST #3 will be coming soon.

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Commissioner Hersey recalled previous SPLOST experiences where all commissioners submitted their own proposals, reviewed his proposed list, and expressed concern about SPLOST #10 not passing if there are no road allocations on it.

Motion to authorize Chairman to sign Intergovernmental Agreement for the Use and Distribution of Proceeds from SPLOST 10 as presented in Commissioner Hersey’s proposal.

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett.

Voting Yea: Commissioner Garrett, Commissioner Hersey

Voting Nay: Chairman Sharp, Commissioner McElhenney, Commissioner Wooten

Motion failed.

Motion to authorize Chairman to sign Intergovernmental Agreement for the Use and Distribution of Proceeds from SPLOST 10 as shown in the meeting packet.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Wooten

Voting Nay: Commissioner Hersey

(Copy of Intergovernmental Agreement made a part of the minutes on minute book pages _____ to _____.)

Chairman Sharp reminded everyone that since Commissioner Hersey had arrived, the Board would go into Executive Session.

Executive Session

11. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate

Motion to enter Executive Session as allowed by O.C.G.A 50-14-4 for Litigation.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Meeting closed at approximately 7:46 p.m.

12. Reopen meeting following Executive Session

Motion to reopen the meeting following Executive Session.

Motion made by Commissioner Wooten, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

Meeting reopened at approximately 8:20 p.m.

13. Authorize Chairman to sign Affidavit concerning the subject matter of the closed portion of the meeting

Motion to authorize the Chairman to sign the Affidavit concerning the subject matter of the closed portion of the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

(Copy of affidavit made a part of the minutes on minute book page _____.)

14. Action, if any, resulting from the Executive Session

No action taken.

15. Discussion and possible action regarding the Live Streaming of all Commission meetings (SH)

Mr. Jim Berardicurti commented on the importance of live streaming all meetings for the people who can't attend in person and for documentation.

Ms. Jennifer Ray commented on the difficulty to attend meetings during the workday and the importance of part-time residents having access to all meetings.

Ms. Barbara Vargo commented on the importance of transparency for Board of Commissioner meetings and all other meetings related to county business (Planning & Zoning Commission, etc.)

Motion that the Putnam County Board of Commissioners Live Stream on a free social media platform all official meetings, including Regular meetings, Called meetings, Work Sessions and Town Halls; said Live Streaming shall be for viewing only.

Motion made by Commissioner Hersey, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey, Commissioner Wooten

16. Discussion and possible action on changing the Chairperson of the Jimmy Davis Park Partnership Advisory Council (RG)

Ms. Karen Henry-Garrett commented on the original appointments to the Jimmy Davis Park Partnership Advisory Council and the way the meetings have been conducted, including a lack of public comments and community participation.

Ms. Annette Bullard read a letter she previously emailed to the commissioners expressing her concern about Chairperson Janie Reid's conduct at a recent meeting and disrespect shown to Commissioner Garrett.

Mr. Don Sadler commented on meeting notices, agendas, and minutes not being done properly at the start of the council and that errors were blamed on personnel issues.

Commissioner Garrett explained that his fundamental reason for becoming a commissioner was to help Jimmy Davis Park and the community in large, and that he desires more openness and

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inclusiveness in the Jimmy Davis Park Partnership Advisory Council meetings. He expressed concern that the inherited Chairperson has been uncooperative and disrespectful, and that the meetings are not constructive. Commissioner Garrett also explained that he has received requests from members of the board, the public, and the recreation department for a new chairperson.

County Attorney Adam Nelson explained how the committee was created in March 2024 pursuant to Ordinance 2-51, and that the new Jimmy Davis Park Partnership Advisory Council bylaws state that the Board of Commissioners Chairman appoints the Jimmy Davis Park Partnership Advisory Council Chairperson.

Chairman Sharp expressed his respect for both Chairperson Janie Reid and Commissioner Garrett and the importance of Jimmy Davis Park and commented that great strides have been made and the need to work together. Chairman Sharp proposed that Chairperson Reid and Commissioner Garrett have a discussion with Mara Shaw, Senior Public Service Associate with the Carl Vinson Institute of Government, to try and resolve the issues expressed today. Commissioner Garrett was agreeable.

No action was taken.

Reports/Announcements

17. County Manager Report

No report.

18. County Attorney Report

No report.

19. Commissioner Announcements

Commissioner McElhenney: commented on a previous meeting’s public comments regarding Ms. Ione Foster and confirmed he visited her house and addressed all of her concerns prior to that meeting.

Commissioner Garrett: congratulated the organizers of this year’s Juneteenth event; announced there are a lot of vacant positions on boards and encouraged all to apply.

Commissioner Hersey: encouraged everyone to attend the Crooked Creek Community Association Annual Yard Sale June 27th-28th from 9:00 a.m. until 4:00 p.m., raffle proceeds go to Putnam Christian Outreach.

Commissioner Wooten: none.

Chairman Sharp: encouraged everyone to apply for board vacancies.

Closing

20. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

**Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey,
Commissioner Wooten**

Meeting adjourned at approximately 9:12 p.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. “Bill” Sharp
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



Office of the County Clerk
117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)
lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

The draft minutes of the June 24, 2025 Executive Session are available for Commissioner review in the Clerk's office.

PURCHASE AND SALE AGREEMENT

This purchase and sale agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ (the "Acceptance Date"), between the **PUTNAM COUNTY BOARD OF COMMISSIONERS**, (hereinafter referred to as "Purchaser") and **MARIA B. SIFFERT and DAVID W. SIFFERT** (hereinafter referred to as "Sellers").

Witnesseth:

Whereas, Sellers are the owners of certain real property more particularly described as follows (the "Property"):

All that lot, tract or parcel of land, with all improvements thereon, situate, lying and being in the 308th G.M.D., Putnam County, Georgia and being more particularly described as 0.083 acres and identified as Lot 10B in a survey prepared by Robert O. Jordan, Jordan Engineering, dated March 22, 2025 and recorded _____, 2025 in Plat Book __, Page __, Putnam County Superior Court Clerk's Office, Eatonton, Georgia.

Whereas, Purchaser has offered to purchase and Sellers has offered to sell the Property. Therefore, the parties hereby agree and contract as follows:

1. Purchase Price and Method of Payment

The purchase price to be paid by Purchaser to Sellers for the Property shall be as follows:

- a. Purchaser shall make payment to Sellers in the amount of \$12,000.00 (Twelve Thousand Dollars AND 00/100 Cents);

2. Title

Sellers warrant and represents that (1) Sellers are the owner in fee simple of the Property; (2) Sellers will convey good and marketable title to the Property; and (3) said title is insurable by a reputable title insurance company at standard rates without exception other than standard printed exceptions and the Permitted Exceptions.


3. Closing

- A. The consummation of this transaction ("Closing") shall occur within 90 days of the execution of this Agreement at a location mutually agreeable to the parties. The closing shall be conducted by The Nelson Law Group. All costs for closing shall be the responsibility of Purchaser.

4. **Miscellaneous**

- A. The laws of the State of Georgia shall govern this Agreement.
- B. Time is of the essence of this Agreement.
- A. Any party seeking to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees for such enforcement.

In witness whereof, the parties have hereunto set their hands and affixed their seals the day and year first above written.

Seller: 
Mansa A. Siffert.

Purchaser: _____

Date: June 18, 2025

Date: _____

Witness: Kathleen Walden

Witness: _____

KATHLEEN WALDEN
NOTARY PUBLIC
Richmond County
State of Georgia
My Comm. Expires May 18, 2026



**Putnam County Board of Commissioners
Putnam County Transit
FTA PROCUREMENT POLICY**



**Adopted
July 15, 2025**

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1. INTRODUCTION

1.1. Purpose

This policy establishes guidelines and minimum standards that Putnam County Transit (“the Agency”) will use in the management of its third-party contracts. This manual is intended to ensure that Putnam County Transit complies with Federal Transit Administration (FTA) and the Georgia Department of Transportation’s standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activity, the goal of Putnam County Transit is to ensure maximum open and free competition consistent with:

- 2 CFR § 200.318 – 200.327;
- FTA Circular 4220.1G "Third Party Contracting Guidance" or the latest version thereof

1.2. Applicability

This manual applies to all procurements undertaken and financed, in whole or in part, with FTA financial assistance provided to Putnam County Transit to support **open market procurements**. An open market solicitation is used to purchase a good or service by soliciting from any available source. Most grantee procurement activity will be undertaken on the open market. Open market procurements exclude:

- Employment Contracts;
- Real Estate Contracts; and
- Intergovernmental Agreements (IGAs)

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition. Putnam County Transit will avoid the following situations considered to be restrictive of competition:

- Application of unreasonable requirements placed on firms in order for them to qualify to do business;
- Imposition of geographic preference standards in the selection of vendors;
- Imposition of unnecessary experience and excessive bonding requirements;
- Use of noncompetitive pricing practices between firms or between affiliated companies;
- Employment of noncompetitive awards to any person or firm on retainer contracts;
- Failure to recognize organizational conflicts of interest, which means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the (Transit System Name); a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
- Use of "brand name" specifications without listing its salient characteristics and not allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

Putnam County Transit will conduct procurements in a manner that does not give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt Georgia licensing laws from being considered in those disciplines that are regulated by the State of Georgia. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

1.3. Third-Party Contracting Capacity

Federal regulations (2 CFR § 200.318(a) and FTA guidance found in Circular 4220.1G, Chapter III, § 3a) require Putnam County Transit to have written procurement procedures. This policy is designed to meet FTA and GDOT's requirements in this regard.

1.4. Relationship to Other Agency Policies

The purpose of these purchasing policies and procedures is two-fold. First, the agency has established these policies and procedures to conform to the provisions of Federal procurement regulations that govern the agency's use of FTA and GDOT funds. Second, these policies and procedures assure that materials, supplies, services, and equipment required for the efficient and effective operation of the transit program are procured with regard to an analysis of price, quality, quantity, terms, and delivery specifications. These policies and procedures pertain only to the agency's purchases made with FTA funds for the transit program; purchases with local funds and for purposes other than transit should follow the applicable Georgia law.

These policies may not answer all questions related to purchasing; if any employee of Putnam County Transit has a question regarding these procedures, GDOT should be contacted for clarification and guidance.

When Putnam County Transit undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy promulgated by the agency. When any conflict exists between this policy and the existing policies of the agency, the procedures in this policy shall prevail. If any employee of Putnam County Transit determines that a conflict exists between these policies and state and local law, Putnam County Transit shall contact GDOT and communicate the conflict.

2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

2.2. Definition of Key Terms

As used herein, the following definitions apply:

Conflict of Interest – A situation in which an employee, board member, officer, or agent has a private or personal interest sufficient to appear to influence the objective exercise of his or her official duties. A conflict of interest represents a divergence between a person covered by this policy and their private interests and their professional obligations to Putnam County Transit such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain, financial or otherwise.

Financial Interest – An officer, agent, board member, his or her partner, employee, or their immediate family, is considered as having a financial interest in a company if: they receive more than \$10,000 in consulting income, salaries, or equity in the company; they have more than 5 percent equity in the company; they have intellectual property rights in or receive royalties from the company; or they serve as a director, officer, partner, trustee, manager or employee of the company.

Immediate Family – Immediate family includes an employee's spouse, grandparent, parent, brother, sister, child or grandchild, and his or her partner.

2.3. Applicability

No employee, elected official, agent, or other individual under an employment contract with Putnam County Transit, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of those previously listed individuals has a financial or other interest in the firm selected for the award.

2.4. Gifts

Any contractor, subcontractor, or supplier who has a contract with Putnam County Transit; has performed under such a contract within the past year; or anticipates bidding on such a contract in the future shall be prohibited from making gifts or providing favors to any individual defined in Section 2.2. who is charged with the duty of:

- Preparing plans, specifications, or estimates for public contracts; or
- Awarding or administering public contracts; or
- Inspecting or supervising construction.

Putnam County Transit also prohibits all covered individuals defined in Section 2.2. who perform the functions listed above from receiving or accepting any such gift or favor. *Alternatively, FTA recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value*

2.5. Employee Conflicts of Interest

2.5.1. Conflicts of Interest

It shall be a breach of ethical standards for any Putnam County Transit employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family, board member, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2.5.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the County Manager; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the Procurement Officer, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the Procurement Officer to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

2.5.3. Employee Disclosure Requirements

A Putnam County Transit employee, who has reason to believe that he/she or his/her immediate family have an interest that may be affected by his/her official acts or actions as a Putnam County Transit employee or by the official acts or actions of Putnam County Transit, shall disclose the precise nature and value of such interest in a written disclosure statement to the Procurement Officer. The employee's disclosure statement will be reviewed by the County Manager and the County Manager will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the Procurement Officer has reason to believe that he/she or his/her immediate family has an interest that may be affected by his/her official acts or actions as a Putnam County Transit employee or by the official acts or actions of Putnam County Transit, he/she shall disclose the precise nature and value of such interest in a written disclosure statement.

2.5.4. Confidential Information

A Putnam County Transit employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Putnam County Transit.

2.5.5. Solicitation Provision

Putnam County Transit shall insert the following provisions in all formal competitive solicitation documents for products and services:

These policies shall apply to Putnam County Transit employees involved in procurement. It is a breach of ethical standards for any Putnam County Transit employee to participate directly or indirectly in a procurement when the employee knows:

- *The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;*
- *A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or*
- *Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.*

In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by the conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process, or the contract negotiations, with members of any evaluation committee, governing board, or other Putnam County Transit employees other than the designated Procurement Officer."

2.6. Organizational Conflicts of Interest

The Procurement Officer and technical personnel are encouraged to work closely with the legal counsel to review all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor is unable, or potentially unable, to render impartial assistance or advice to the agency;
- A contractor's objectivity in performing contract work is or might otherwise be impaired; or
- A contractor has an unfair competitive advantage.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Putnam County Transit will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature.

3. Putnam County Transit RESPONSIBILITIES UNDER FEDERAL LAW

3.1. Third-Party Contracting Capacity

Putnam County Transit must maintain adequate technical capacity to carry out its FTA-assisted projects and comply with Federal rules. Putnam County Transit's third-party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements.

3.2. Contract Administration System

Putnam County Transit must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state, and local requirements. See Section 6 of this policy for a full discussion of contract administration.

3.2.1. Written Procurement Procedures

Putnam County Transit must maintain and follow written procurement procedures that address:

- (a) Solicitations – Requirements for Putnam County Transit solicitations are addressed in Section 5.
- (b) Necessity – Requirements related to Putnam County Transit's need for products or services are addressed in Section 3.5.
- (c) Environmental and Energy Efficiency Preferences – Requirements related to preference for products and services that conserve natural resources, protect the environment, and are energy efficient are addressed in Sections 3.11.
- (d) Procurement Methods – Descriptions of the procurement methods that Putnam County Transit may use are included in Section 5.
- (e) Legal Restrictions – Descriptions of Federal and state restrictions on Putnam County Transit's acquisitions are included in Section 5.

Third-Party Contract Provisions – Specific third-party contract provisions required for each contract and flow-down requirements to subcontracts must be included in all contracts. (Decide if you will add the list of required contract clauses; the full text of all required contract clauses, a clause matrix, or other way of listing the clauses; where you will place it in the document, and add a reference to that section here.)

- (1) Sources – Descriptions of the availability and use of various sources of products and services are addressed in Section 4.
- (2) Resolution of Third-Party Contracting Issues – Procedures related to the resolution of third-party contracting issues are included in Section 6.6.2.

3.2.2. Adequate Third-Party Contract Provisions

Putnam County Transit must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement.

3.2.3. Industry Contracts

Putnam County Transit shall not use an industry-developed contract or a contract that is provided by a bidder or offeror unless it has first evaluated the benefits of the contract. Putnam County Transit shall ensure that such contracts include all required Federal provisions but do not include terms and conditions that may be unfavorable to Putnam County Transit.

3.2.4. Revenue Contracts

Putnam County Transit may enter into a revenue contract with a third party to generate revenues in connection with a transit-related activity, or to create business opportunities utilizing an FTA-funded asset. Any such contract opportunity will follow competitive selection procedures and principles outlined herein.

3.2.5. Record Keeping

Putnam County Transit must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Putnam County Transit must maintain these records for five (5) years after Putnam County Transit and its lower-tier subrecipients, if any, have made final payment and all other pending matters are closed. Specific recordkeeping requirements include:

- (a) Written Record of Procurement History – Putnam County Transit must maintain and make available to GDOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level, Putnam County Transit must maintain records relating to:
 - (1) Procurement Method – Putnam County Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
 - (2) Contract Type – Putnam County Transit must state the reasons for selecting the contract type it used;
 - (3) Contractor Selection – Putnam County Transit must state its reasons for contractor selection or rejection;
 - (4) Contractor Responsibility – Putnam County Transit must provide a written determination of responsibility for the successful contractor;
 - (5) Cost or Price – Putnam County Transit must evaluate and state its justification for the contract cost or price; and
 - (6) Reasonable Documentation – Putnam County Transit must retain documentation commensurate with the size and complexity of the procurement.

- (7) Vendor Verification – Putnam County Transit must include verification of acceptance with a selected vendor/supplier/manufacture through the Federal System of Award Management (SAM) for each project and associated project file.
- (b) Access to Records – Putnam County Transit must provide FTA and GDOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance.
- (c) Use of Technology/Electronic Commerce – Putnam County Transit may use an electronic commerce system to conduct third-party procurements. If Putnam County Transit uses an electronic commerce system, then the following requirements apply:
 - (1) Sufficient System Capacity – Putnam County Transit's system must have sufficient system capacity necessary to accommodate all Federal requirements for full and open competition.
 - (2) Written Procedures – Before any solicitation takes place, Putnam County Transit must establish adequate written procedures to ensure that all information FTA/GDOT requires for project administration is entered into the system and can be made readily available to GDOT as needed.

3.3. Determination of Needs

Putnam County Transit must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. Putnam County Transit shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

3.4. Eligibility

All products and services to be acquired with FTA funds must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. All products and services to be acquired with FTA funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA assistance to be used is derived.

3.5. Necessity

Putnam County Transit shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need.

3.5.1. Unnecessary Reserves

Putnam County Transit shall limit the acquisition of Federally-assisted property and services to the amount it needs to support its operations.

3.5.2. Acquisition for Assignment Purposes

Putnam County Transit shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third-party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements.

- (a) General Prohibition – Putnam County Transit may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third-party contracts solely to permit assignment to another party at a later date.
- (b) Changes in the Recipient’s Needs – GDOT and FTA recognize that the quantity of property or services a recipient reasonably believes it may need at the time of contract award may change. Putnam County Transit's later needs might decrease due to changed circumstances or honest mistakes. In those situations, Putnam County Transit may assign its unneeded contract authority to another entity that would like to acquire the property or services.
- (c) Exceptions – These limits on assignments, however, do not preclude:
 - (1) Joint Procurements – Putnam County Transit and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements.
 - (2) Participation in GDOT Sponsored Vehicle Procurements – Putnam County Transit may enter into contracts developed by the State of Georgia to acquire vehicles. See Section 4.3 of this policy for a full discussion of state government purchasing schedules and contracts.
- (d) Procurement Size – For every procurement, Putnam County Transit shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms, and women’s business enterprises, Putnam County Transit shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.
- (e) Options – Putnam County Transit shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Putnam County Transit may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract. If Putnam County Transit elects to use options in a procurement, Putnam County Transit shall include option prices in the evaluation of bid prices or cost proposals. If Putnam

County Transit fails to evaluate option prices in its award evaluation, and subsequently elects to exercise an option, it shall be treated as a sole source award.

- (f) Lease of Rolling Stock – For rolling stock and related equipment, the Fixing America’s Surface Transportation (FAST) Act removed the requirement to demonstrate the cost-effectiveness of leasing compared to purchasing described above in subsection (f). The FAST Act, however, now requires Putnam County Transit to submit a report to FTA within three years of executing a rolling stock lease that includes: (1) An evaluation of the overall costs and benefits of leasing rolling stock; and (2) A comparison of the expected short-term and long-term maintenance costs under a lease versus maintenance costs when buying rolling stock.
- (g) Specifications – Putnam County Transit's procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated. Putnam County Transit's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive, or otherwise in violation of Federal or Georgia laws or regulations.

3.6. Contractor Responsibilities

Putnam County Transit, in awarding contracts, financed in whole or in part, with FTA financial assistance, shall follow the guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. § 5325(j) limits third-party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for an award, Putnam County Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.6.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

3.6.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200 apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 CFR § 1200). Putnam County Transit shall apply DOT’s debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT’s regulations that incorporate the requirements of Office of Management and Budget (OMB), “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR § 180).

3.6.1.2. System for Award Management

The System for Award Management (SAM) combines Federal procurement systems and will list any entity, or any of its principals, that are currently subject to an active exclusion meaning the entity is debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts using Federal Transit Administration funds.

As a best practice, Putnam County Transit should print the screen with the results of the SAM.gov search to include in the procurement file. Alternatively, Putnam County Transit may collect a debarment and suspension certification from the prospective third-party contractor or include a clause in the third-party contract requiring disclosure. FTA notes that affirmative actions, such as checking SAM.gov or including a requirement for a signed certification, are preferred. As such, it shall be the policy of Putnam County Transit to verify that the prospective third-party vendor is not listed as a debarred contractor on SAM.

3.6.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$100,000, before awarding the contract, Putnam County Transit will obtain a lobbying certification, and if applicable, a lobbying disclosure from a prospective third-party contractor (see DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

3.6.3. Required Contract Clauses

In addition to the requirements outlined above, various requirements may apply to Putnam County Transit third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Putnam County Transit to assess each procurement and determine the applicable third-party terms and conditions that should be included in the solicitation and contract documents. Federal regulations at 2 CFR § 200, Appendix II and FTA Circular 4220.1G contain guidance on the applicability of these contract terms and conditions.

3.7. Bonding

Some procurements may require Putnam County Transit to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects). When bonding is required, the following conditions will apply.

3.7.1. Thresholds

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, GDOT may accept the bonding policy and requirements of the agency provided that GDOT has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

3.7.1.1. Bid Guarantee

A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

3.7.1.2. Performance Bond

A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3.7.1.3. Payment Bond

A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. FTA has determined that payment bonds in the following amounts are adequate to protect Federal interest and will accept a local bonding policy that meets the following minimums:

- Less Than \$1 Million. Fifty percent of the contract price if the contract price is not more than \$1 million
- More Than \$1 Million but Less Than \$5 Million. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million
- More Than \$5 Million. Two and one-half million dollars if the contract price is more than \$5 million

3.7.2. Acceptable Sureties

Federal rules for non-governmental recipients require the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” (31 CFR § 223). For a current list of approved sureties, see the Department of the Treasury’s Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipients to require similarly acceptable sureties, it shall be the policy of Putnam County Transit to such accept sureties.

3.7.3. Reduced Bonding

Putnam County Transit recognizes that bonding costs can be expensive. Putnam County Transit will accept a local bonding policy that conforms to the minimums described in Section 3.4.1. If bonding levels are sought at levels less than these amounts, Putnam County Transit must obtain the prior approval of GDOT/FTA. GDOT/FTA shall approve such requests only if it determines that Putnam County Transit's bonding policy adequately protects the Federal interest in the project.

3.7.4. Excessive Bonding

Putnam County Transit will adhere to FTA’s rules on excessive bonding requirements (FTA Circular 4220.1G, Chapter IV, § 2h(1)(f)). However, if Putnam County Transit determines it has a material risk of loss because of a failure of the prospective contractor, bonding requirements may exceed those outlined in Section 3.7.1 only with the prior approval of GDOT/FTA.

3.8. Preference for U.S. Property—Build America, Buy America

Buy America regulations require that all iron, steel, and manufactured products used in an FTA-funded project be produced in the United States. Rolling stock is included in the category of manufactured products. Originally, the iron and steel requirements applied to all construction materials made primarily of iron or steel used in infrastructure projects.

On November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA or the Bipartisan Infrastructure Law), Pub. L. No. 117-58, which includes the Build America, Buy America Act (BABA). Specifically, BABA expands the coverage of Buy America preferences to all manufacturing processes for construction materials used in federally assisted infrastructure projects.

Any other FTA-funded contract entered into by Putnam County Transit for any activity related to an infrastructure project with includes the construction, alteration, maintenance or repair of infrastructure such as the structures, facilities, and equipment for public transportation requires that all construction materials are manufactured in the U.S.

Construction materials include non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), fiber optic cable (including drop cable), optical fiber, lumber, engineered wood, and drywall. Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material. Construction materials do not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

3.9. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR § 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

3.10. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Putnam County Transit must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

3.11. Solid Waste Disposal Act and Recovered Materials

Putnam County Transit shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The agency should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

4. SOURCES OF ACQUISITIONS

4.1. Force Account

Force account means the use of Putnam County Transit's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the agency's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. Putnam County Transit does not charge force account labor to its FTA grants.

4.2. Joint Procurements

Putnam County Transit may participate in joint procurements whereby Putnam County Transit and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Putnam County Transit's participation in joint procurements:

- Solicitation documents may not be drafted to accommodate the needs of other parties that may later want to participate in the benefits of the contract.
- Putnam County Transit is responsible for ensuring that the joint procurement solicitation and contract comply with all Federal requirements and that the solicitation document and contract include all required clauses and certifications.

4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

4.3.1. Definition

FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use.

4.3.2. Small Quantity Conditions for Rolling Stock

For Section 5339-funded procurements, Putnam County Transit will use the innovative procurement tools authorized under section 3019 of the FAST Act to the extent practicable. If Putnam County Transit conducts a stand-alone procurement (i.e., not part of a state contract or joint/cooperative procurement) for fewer than five buses, it must prepare a written justification for not using an authorized "innovative procurement tool" pursuant to 49 USC § 5339(a)(10)(B).

4.3.3. Applicability of Federal Provisions

When obtaining property or services in this manner, Putnam County Transit must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or the recipient's purchase document. While GDOT takes all precautions to ensure that such provisions are in the original solicitation and contract documents, it is ultimately Putnam County Transit's responsibility to ensure such documents and certifications are obtained.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Putnam County Transit may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Putnam County Transit's procurement. When this method is used, Putnam County Transit shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

4.3.4. Federal Supply Schedules

Purchases by Putnam County Transit from Federal Supply Schedules established by the U.S. General Services Administration (GSA) are limited to the purchase of information technology (IT) products and products and services to facilitate recovery from a major disaster. The following requirements apply to Putnam County Transit purchases from GSA schedules:

- Putnam County Transit is authorized to use GSA schedules for purchases of products and services to facilitate recovery from a major disaster that is declared by the President of the United States. Upon declaration of a major disaster by the President, Putnam County Transit may purchase products and services from GSA schedules both in advance and in the aftermath of the emergency event. Putnam County Transit shall be responsible for ensuring that the products and services acquired will only be used for recovery.
- Putnam County Transit must ensure that all Federal requirements, required clauses, and certifications are properly followed and included, whether in the master intergovernmental contract or Putnam County Transit's purchase document.
- Putnam County Transit is required to evaluate the reasonableness of prices obtained from GSA schedules. GSA schedule pricing may not be used as a sole or single source for procurement. Putnam County Transit may only use GSA schedule pricing as one of the multiple pricing sources solicited in accordance with its requirements for small purchases described in Section 5.

4.3.5. Existing Contracts

Putnam County Transit may use existing contract rights as an acquisition source. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto.

4.3.5.1. Permissible Actions

Within the conditions set forth below, Putnam County Transit may use existing contract rights held by another recipient of FTA assistance:

(a) Exercise of Options – Putnam County Transit may use contract options held by another recipient of FTA assistance with the following limitations:

- (1) Consistency with the Underlying Contract – Putnam County Transit must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
- (2) Price – Putnam County Transit may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.
- (3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:
 - i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
 - ii. Negotiating a Lower Option Price – Exercising an option after Putnam County Transit has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.

(b) Assignment of Contract Rights (“Piggybacking”) – If Putnam County Transit finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another GDOT agency if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Putnam County Transit may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Putnam County Transit need not perform a second price analysis if a price analysis was performed for the original contract; however, Putnam County Transit must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Putnam County Transit shall be responsible for ensuring the contractor’s compliance with FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Putnam County Transit shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Putnam County Transit seeks, do not exceed the amounts available under the assigning recipient’s contract.

4.3.5.2. Impermissible Actions

Putnam County Transit may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient’s reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.
- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or “tag-on”. A change within the scope of the contract is not a cardinal change or “tag-on”.

4.4. The Open Market

Putnam County Transit will acquire most of the property and services it needs through procurements in the open market using procedures described in Section 5 of this Manual.

5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for “full and open competition.”

5.2. Receipt and Evaluation of Unsolicited Proposals

Putnam County Transit may enter into contracts based on an unsolicited proposal when authorized by applicable State law or regulation. Receipt of an unsolicited proposal does not, by itself, justify a contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, Putnam County Transit must seek competition. To satisfy the requirement for full and open competition, Putnam County Transit must take the following actions before entering into a contract resulting from an unsolicited proposal:

- Publicize its receipt of the unsolicited proposal;
- Publicize an adequate description of the products or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought;
- Publicize its interest in acquiring the products or services described in the proposal;
- Provide an adequate opportunity for interested parties to comment or submit competing proposals; and
- Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

If it is impossible to describe the products or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought, Putnam County Transit may make a sole source award to the offeror. A sole source award may not be based solely on the unique capability of the offeror to provide the specific products or services proposed.

5.3. Prequalification

Putnam County Transit may prequalify bidders, offerors, and products for procurement purposes; however, Putnam County Transit is not required to do so. The decision of whether to require prequalification for eligibility to participate in procurement shall be made separately for every procurement and shall be approved by the Finance Director.

If Putnam County Transit opts to prequalify bidders, offerors, and products for procurement purposes, the following conditions apply:

- Putnam County Transit must ensure that all prequalification lists it uses are current;
- Putnam County Transit must ensure that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition; and

- Putnam County Transit must permit potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). Putnam County Transit is not required to hold a particular solicitation open to accommodate a potential supplier that submits products for approval before or during that solicitation nor must Putnam County Transit expedite or shorten prequalification evaluations of bidders, offerors, or products presented for review during the solicitation period.

5.4. Solicitation Requirements and Restrictions

Every procurement solicitation that Putnam County Transit issues above the micro-purchase level (currently established in Federal guidance at \$10,000), must include the following information and be advertised in a manner that ensures adequate and open competition.

5.4.1. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of Putnam County Transit's technical requirements for the products or services to be acquired in a manner that provides for full and open competition.

5.4.1.1. Descriptive Elements

Putnam County Transit will prepare descriptions of property, goods, or services in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate.

5.4.1.2. Quantities

Additional quantities or options above Putnam County Transit's needs at the time of acquisition may not be added to contracts solely to allow the assignment of those quantities or options at a later date.

5.4.1.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified.

5.4.2. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. Putnam County Transit shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.

- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Putnam County Transit if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product, or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences, aside from recognized exceptions. Federal regulations prohibit local geographic preferences, even if imposed by state or local laws. Federal regulations and guidelines will always supersede state and local laws when the two conflict. The following are federally allowable exceptions:
 - Use of labor for construction (4220.1g VI.2.e.(8)ii).
 - Selection criterion in the procurement of Architectural and Engineering (A&E) services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project (4220.1g VI.2.e.(8)iii).
 - Selection criterion of labor for major disaster or emergency relief projects awarded under the Stafford Act (4220.1g VI.2.e.(8)v).
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to Putnam County Transit due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.

5.4.3. Evaluation Factors

All solicitations issued by Putnam County Transit shall identify all factors to be used in evaluating bids or proposals. At the discretion of the Finance Director, the relative order of importance and/or weights may be communicated to prospective offerors.

5.4.4. Permissible Contract Types

Putnam County Transit shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

5.4.4.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.4.4.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract.

5.4.5. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

5.4.5.1. Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

5.4.5.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Putnam County Transit and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

5.4.6. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

5.4.7. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

5.4.8. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve Putnam County Transit the right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, Putnam County Transit will be obligated to award the contract to the low bidder.

5.4.9. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve Putnam County Transit's right to reject all bids or offers.

5.5. Methods of Procurement

Putnam County Transit shall use competitive procedures appropriate for the acquisition undertaken. The procedures used must comply with Georgia and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.327, supplemented by FTA policies that address the needs of FTA recipients.

5.5.1. Informal Procurements: Micro-Purchases

5.5.1.1. Definition

Micro-purchases are those purchases of products and services that cost \$10,000 or less, as defined by 2 CFR §200.67 (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Putnam County Transit will use \$10,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

5.5.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following Putnam County Transit employees:

- County Manager; or
- Junior Accountant

5.5.1.3. Competition

Putnam County Transit may acquire products and services valued at less than \$10,000 without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro-purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.

5.5.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro-purchase limit. The only allowable exception to this restriction is for the express

purpose of fostering greater participation of DBEs, small and minority firms, and women's business enterprises in Putnam County Transit's Federally-assisted procurements.

5.5.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.

5.5.2. Informal Procurements: Small Purchases

5.5.2.1. Definition

FTA defines small purchases are those purchases of products and services, including construction services, that cost greater than \$10,000 but not more than \$250,000. For purposes of this policy, Putnam County Transit will consider small purchases those that cost greater than \$10,000 but not more than \$250,000.

5.5.2.2. Approval Authority

Small purchases must be approved in writing by one of the following Putnam County Transit employees:

- County Manager; and/or
- Transit Director

5.5.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources (i.e., at least two). It is the responsibility of Putnam County Transit to ensure that an adequate number of quotations, bids, or proposals are received.

5.5.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms, and women's business enterprises in Putnam County Transit's Federally-assisted procurements

5.5.2.5. Documentation

Every small purchase must be documented in the grantee's written procurement history file. The level of documentation is stipulated in Section 3.2.5(a).

For small purchases, price quotations may be oral or written.

5.5.2.6. Special Considerations

Putnam County Transit may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the small purchase method of procurement.

Putnam County Transit reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the Finance Director believes it is in the best interests of the Putnam County Transit to do so.

5.5.3. Formal Procurements

5.5.3.1. Definition

Formal purchases are those purchases of products and services that cost greater than the current Federal threshold of \$250,000. For purposes of this policy, Putnam County Transit will use formal procedures for all purchases over \$250,000.

5.5.3.2. Approval Authority

Large purchases must be approved in writing by the following Putnam County Transit employees or officials:

- County Manager; or
- Chairman of the Board.

5.5.3.3. Formal Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method; and
- Competitive Proposal method.

5.5.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised.

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business.

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal.

5.5.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria), and a written determination of the responsibility of the contractor. Additional

documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase.

5.5.3.6. Special Considerations

Putnam County Transit may acquire products and services via state contract in lieu of competitively procuring such products and services itself through the sealed bid and competitive proposal methods of procurement.

5.5.3.7. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids (IFB), is lowest in price. The vehicle through which bids are solicited is an IFB. The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.

- (a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than \$250,000. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:
 - (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
 - (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
 - (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed-price contract.
 - (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
 - (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as the award of the contract will be made based on price and price-related factors alone.
- (b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:
 - (1) Publicity – The Invitation for Bids must be publicly advertised.
 - i. The Finance Director shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.

- ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification lists, sent to prospective offerors; or
 - b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
- (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
- (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
- (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allows for the award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
- (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.

5.5.3.8. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Putnam County Transit or that is considered to be the “best value” to Putnam County Transit. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal, criteria to be used in the Putnam County Transit’s evaluation of proposals, and the forms on which proposals must be submitted, if applicable.

- (a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$250,000 when the nature of the procurement does not lend itself to sealed bidding and Putnam County Transit expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:
 - (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in

detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.

- (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
- (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
- (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.

(b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:

- (1) Publicity – The Request for Proposals must be publicly advertised.
- (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
- (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
- (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
- (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to Putnam County Transit or that represents the “best value” to Putnam County Transit with price and other factors considered.
- (6) Best Value – Putnam County Transit may award a contract to the offeror whose proposal provides the greatest value to Putnam County Transit. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for the award. Putnam County Transit must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

5.5.3.9. Two-Step Procurements

Putnam County Transit may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained.

- (a) Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to Putnam County Transit’s request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.

- (b) Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors.

5.5.3.10. Architectural and Engineering (A&E) Services and Other Services

FTA’s enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. § 1101 through 1104, to acquire A&E services.

- (a) Qualifications-Based Procurement Procedures Required – Putnam County Transit must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:

- Program management;
- Construction management;
- Feasibility studies;
- Preliminary engineering;
- Design, architectural, engineering;
- Surveying, mapping; and
- Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.

- (b) Qualifications-Based Procurement Procedures Prohibited – Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration, or repair of real property.
- (c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:
- (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror’s qualifications are evaluated to determine contract award.
 - (2) Price – Price is excluded as an evaluation factor.

- (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.
- (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

5.6. Noncompetitive Procurements

Normally, Putnam County Transit must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 CFR § 200.320(c)(1) – (5), however, acknowledge that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

5.6.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

5.6.1.1. Sole Source

When Putnam County Transit requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Putnam County Transit may make a sole source award. In addition, when Putnam County Transit requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Putnam County Transit will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) Unsolicited Proposal – Putnam County Transit may negotiate a sole-source award with an offeror that presents an unsolicited proposal that makes available a unique and innovative idea or approach not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted and is available to the agency only from one source and has not in the past been available to the agency from another source.
- (b) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
- (c) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- (d) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling agency's needs.

5.6.1.2. Single Bid or Proposal

- (a) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, Putnam County Transit should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
 - (1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond Putnam County Transit's control. After documenting the determination of adequate competition in the procurement file, the procurement process may continue with the single response.
 - (2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within Putnam County Transit's control. In such situations, Putnam County Transit must correct all deficiencies in the procurement process that caused competition to be inadequate (e.g., unduly restrictive specification, inadequate advertisement/ dissemination) and then reissue the solicitation.

5.6.1.3. Procurement Procedures

The following requirements apply when Putnam County Transit completes a procurement utilizing less than full and open competition:

- a) Potential Sources – Putnam County Transit must solicit offers from as many potential sources as is practicable under the circumstances.
- b) Sole Source Justification – Putnam County Transit must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.1 are applicable, include a cost or price analysis as appropriate (see Section 5.9.2.), and be signed by the Finance Director. If Putnam County Transit decides to solicit an offer from only one source, Putnam County Transit must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.1 are applicable to the sole source purchase.

Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the Procurement Officer to be in the best interest of Putnam County Transit, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA financial assistance. Any such determination must be made in writing and signed by the Finance Director.

5.6.2 When Prohibited

Less than full and open competition is not justified based on:

- (1) Failure to Plan – Putnam County Transit's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.
- (2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement;

5.7. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by Putnam County Transit.

5.7.1. General

When evaluating bids or proposals received in response to a solicitation, Putnam County Transit shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. Putnam County Transit may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation.

5.7.2. Options

The following standards shall apply when awarding contracts that include options:

5.7.2.1. Evaluation Required

In general, Putnam County Transit must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded. The price associated with exercising the option needs to be defined at the outset, either as a specific price, percentage increase of the base price, or some other calculable method. If the options were not evaluated as part of the award, the exercise of the options is considered a sole-source procurement.

5.7.2.2. Evaluation Not Required

Putnam County Transit need not evaluate bids or offers for any option quantities when Putnam County Transit does not intend to exercise those options after the contract is awarded.

5.7.2.3. Evaluators

In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the Procurement Officer determines would be necessary or helpful. If Putnam County Transit lacks qualified personnel within its organization, it may solicit evaluators from other transit organizations or may contract for evaluation services. If it does so, the procurement procedures

in this policy will apply to those contracts and to those contractors selected to perform evaluation functions on behalf of the recipient.

5.8. Contract Award Requirements

The following standards shall apply to all contract award decisions made by Putnam County Transit:

5.8.1. Award to Other Than the Lowest Bidder or Offeror

Putnam County Transit may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Putnam County Transit may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Putnam County Transit must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

5.8.1.1. Award Only to a Responsible Bidder or Offeror

Putnam County Transit may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. Putnam County Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources when making a determination of contractor responsibility. Putnam County Transit must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Putnam County Transit. For every procurement action above the micro-purchase level, Putnam County Transit must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor “responsible” as required by 49 U.S.C. § 5325, Putnam County Transit, at a minimum, must determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor:

- (a) Integrity and Ethics – Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).
- (b) Debarment and Suspension – Is neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.

- (c) Affirmative Action and DBE – Is in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements.
- (d) Public Policy – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. § Section 5325(j)(2)(B).
- (e) Administrative and Technical Capacity – Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
- (f) Licensing and Taxes – Is in compliance with applicable licensing and tax laws and regulations.
- (g) Financial Resources – Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
- (h) Production Capability – Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (i) Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (j) Performance Record – Is able to provide a:
 - (1) Current Performance – Satisfactory current performance record; and
 - (2) Past Performance – Satisfactory past performance given its records of long-time performance or performance with a predecessor entity, including:
 - i. Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - ii. Adequate Past Experience. Experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient’s solicitation, and
 - iii. Any Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be non-responsible unless the recipient determines that the circumstances were properly beyond the bidder or offeror’s control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. GDOT expects Putnam County Transit to consider the number of the bidder or offeror’s contracts

involved and the extent of deficient performance in each contract when making this determination.

5.8.1.2. Rejection of Bids and Proposals

Putnam County Transit may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Putnam County Transit must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor's wholly owned affiliates to perform other work in connection with the project.

5.9. Independent Cost Estimate and Cost and Price Analysis

5.9.1. Independent Cost Estimate

For every procurement above the Simplified Acquisition Threshold, Putnam County Transit shall make a written independent estimate of cost *prior to* receiving price quotes, bids, or proposals.

The Independent Cost Estimate ("ICE") can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of such items as drawings, specifications, and prior data, such as cost data from prior procurements. The pre-solicitation ICE should inform the post-bid cost or price analysis. The ICE can assist in determining the reasonableness or unreasonableness of price and/or the estimated costs to perform the work. If the recipient intends to require a breakdown of estimated costs, the in-house independent cost estimate should be broken down into the various cost elements.

The ICE is essentially the recipient's estimate of what the item or service "should cost." Available resources for completion of an ICE include: (1) the use of published price lists, (2) historical pricing information from contracts awarded by the recipient's agency, (3) comparable purchases by other agencies, (4) engineering estimates, and (5) independent third party estimates (e.g., an A/E construction cost estimate).

5.9.2. Cost or Price Analysis

Putnam County Transit shall perform a cost or price analysis in connection with every procurement over \$250,000 and for all contract modifications. The cost or price analysis shall be based on the facts surrounding the particular procurement transaction. A cost analysis examines the reasonableness of the contractor's proposed costs to deliver the contract. A price analysis considers the overall price of the contract to the recipient. A price analysis will suffice if the agency documents the price reasonableness of the proposed award based on catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

5.9.2.1. Price Analysis

If Putnam County Transit determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price.

5.9.2.2. Cost Analysis

Putnam County Transit must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When price competition is inadequate, such as for a sole source procurement, or contract modifications.
- (d) In the event of a change order.

In the case of situations described above in (b) – (d), a price analysis may be performed in lieu of a cost analysis if the agency documents the price reasonableness of the proposed award based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

5.10. Estimated Costs

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of 2 CFR § 200. Putnam County Transit may reference its own cost principles that comply with the Federal cost principles.

6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

6.1. Putnam County Transit Staff Responsibilities

Prior to the execution of third party contracts, Putnam County Transit shall designate a Project Manager to serve as Putnam County Transit's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third-party procurements.

6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the restrictions accompanying the Federal statute authorizing the Federal assistance to be used.

6.2.2. Scope of the Project

The property or services acquired must be eligible for support within the scope of the underlying grant or cooperative agreement from which the Federal assistance to be used is derived.

6.2.3. Period of Performance

Putnam County Transit will use sound business judgment and be judicious in establishing and extending a contract's period of performance.

6.2.3.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Putnam County Transit will also consider competition, pricing, fairness, and public perception. Putnam County Transit's procurement files will document its rationale for determining the performance period designated for each contract.

6.2.3.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1G, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Putnam County Transit awards a third-party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

6.2.3.3. Authority to Extend

The Chairman of the Board for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The Finance Director shall prepare a written justification and cost analysis (if applicable) for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

6.3. Contract Modifications and Change Orders

A contract modification is any written change in the terms of the contract. Putnam County Transit is responsible for issuing, evaluating, and making necessary decisions involving any change to its third-party contracts, and any change orders or modifications it may issue.

Change orders may be limited in scope; generally, all changes will be consistent with the scope of the contract. It is the responsibility of Putnam County Transit to evaluate the change order and determine if the change is consistent with the scope of the original contract. If determined to be outside the scope of the original contract, then Putnam County Transit shall consider the change to be a cardinal change in the scope of work. These changes shall be considered to be a sole source award and be subject to the requirements set forth in this policy for sole source awards.

There are different modifications, as follows:

6.3.1. Bilateral Contract Modification

A bilateral contract modification represents a contract change that must be signed by both parties and is sometimes referred to as a supplemental agreement. This type of modification is used to:

- Make negotiated equitable adjustments to the contract price, delivery schedule, or other contract terms resulting from the issuance of a change order
- Define letter contracts
- Reflect other agreements of the parties modifying the terms of the contract

6.3.2. Unilateral Contract Modification

A unilateral contract modification only requires authorization by Putnam County Transit. Such changes are used to make administrative changes, issue change orders, make changes authorized by clauses other than a bilateral modification, or issue termination notices.

6.3.3. Change Orders for Construction Projects

Putnam County Transit shall provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.

6.3.4. Authority

County Manager shall have authority to approve all contract modifications that do not alter the scope of work greater than \$10,000. Changes that impact project costs above this level shall be approved by the Transit Director.

6.3.5. Necessity to Perform Cost or Price Analysis

If a contract modification is construed to meet the definition of a “cardinal change” in the scope of work, Putnam County Transit is obligated to conduct a cost or price analysis in conjunction with the contract modification.

6.4. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

OMB guidance for grants and agreements, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR § 200, applies to project costs incurred Putnam County Transit.

6.5. Payment Provisions

Putnam County Transit will follow the provisions of this section when using FTA funds to support its third-party contracts.

6.5.1. Financial Support for the Project

Costs may only be incurred by Putnam County Transit if GDOT has awarded a financial assistance contract to Putnam County Transit.

6.5.1.1. Progress Payments

Progress payments are payments for contract work that has not been completed. Putnam County Transit may use GDOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

6.5.1.2. Adequate Security for Progress Payments

Adequate security for progress payments may include taking title, obtaining a letter of credit, or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Putnam County Transit should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

6.5.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

6.6. Protections Against Performance Difficulties

Putnam County Transit shall include provisions in its third-party contracts that will reduce potential problems that might occur during contract performance, as follows:

6.6.1. Changes

Putnam County Transit shall include provisions that address changes and changed conditions in all third-party contracts except for routine supply contracts.

6.6.2. Remedies

Putnam County Transit shall include provisions that address remedies in its third-party contracts. Provisions related to remedies may include provisions for:

6.6.2.1. Liquidated Damages

Putnam County Transit may use liquidated damages if Putnam County Transit reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Putnam County Transit's costs should the standards not be met and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account.

6.6.2.2. Violation or Breach

Third-party contracts exceeding \$250,000 must include administrative, contractual, or legal remedies for violations or breaches of the contract by the third-party contractor.

6.6.2.3. Suspension of Work

Putnam County Transit may include provisions pertaining to suspension of work in its third-party contracts.

6.6.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000.

6.7. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

6.7.1. Written Record of Procurement History

Putnam County Transit shall maintain written records detailing the history of the procurement, including records relating to:

6.7.1.1. Procurement Method

Putnam County Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive.

6.7.1.2. Contract Type

Putnam County Transit must state the reasons for selecting the contract type it used.

6.7.1.3. Contractor Selection

Putnam County Transit must state its reasons for contractor selection or rejection, including written justification and evaluation documents.

6.7.1.4. Contractor Responsibility

Putnam County Transit must provide a written determination of responsibility for the successful contractor.

6.7.1.5. Cost or Price

Putnam County Transit must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis.

6.7.1.6. Reasonable Documentation

Putnam County Transit must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt and evaluation of offers, and contract award, negotiation, and execution.

6.8. Access to Records

Federal rules (49 U.S.C. § 5325(g)) provide FTA and GDOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

6.9. Contract Administration and Close-Out Documents

Putnam County Transit shall maintain written records detailing the performance and close-out of the contract, including records relating to:

6.9.1. Contractor Performance

Putnam County Transit must maintain documents related to contractor adherence to budget and schedule, compliance with contract terms and conditions, DBE participation, progress reports, disputes, and disciplinary actions.

6.9.2. Contract Deliverables

Putnam County Transit must maintain copies of all contract deliverables and records relating to approval, rejection, and requested modifications of contract deliverables.

6.9.3. Contract Changes

Putnam County Transit must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation, and execution.

6.9.4. Contract Payments

Putnam County Transit must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of the percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

6.9.5. Contract Close-Out

Putnam County Transit must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to Putnam County Transit, and contract audit and final reconciliation.

6.10. Protest Procedures

6.10.1. Statement of Policy

Putnam County Transit is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment.

In general, GDOT will not substitute its judgment for that of Putnam County Transit unless the matter is primarily a Federal concern. Nevertheless, GDOT and FTA can become involved in Putnam County Transit's administrative decisions when a Putnam County Transit protest decision is appealed to GDOT.

Putnam County Transit shall give timely notification to GDOT when it receives a third-party procurement protest and will keep FTA informed about the status of any such protest. Putnam County Transit shall disclose all information about any third-party procurement protest to GDOT upon request.

Putnam County Transit's procedure for addressing third-party procurement protests is described in Paragraph 6.10.3 below. Putnam County Transit shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

6.10.2. Putnam County Transit Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- Procurement Officer – Responsibilities include: ensuring that the Putnam County Transit Protest Procedure is included in all solicitation documents; and providing information to and assisting the legal counsel with the resolution of protests.
- Legal counsel – Responsibilities include: reviewing all procurement protests; and advising and assisting the agency as needed with the resolution of all procurement protests.

6.10.3. Solicitation Provision

Putnam County Transit shall insert the following provision in all solicitation documents:

6.10.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria, and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency

letterhead or by electronic mail) to the Procurement Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Procurement Officer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Procurement Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

6.10.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Putnam County Transit, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Putnam County Transit's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Putnam County Transit.

The Procurement Officer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Putnam County Transit shall announce the contract award.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by GDOT as specified below.

6.10.3.3. Protests of the Evaluation Process

All bidders/proposers will be notified of the recommended award, upon a determination by the Procurement Officer. This notice will be transmitted to each proposer at the address contained in its proposal form, electronic means or by hard copy. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

- (a) That the recommended awardee does not meet the requirements of the solicitation;
- (b) That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award;
- (c) That the evaluation process conducted by the agency is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must conform in all respects to the requirements set forth below. The protest must be received by agency at the address specified in the solicitation, no later

than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided in Review of Protest by GDOT below or by applicable law or regulation.

6.10.4. Requirements for Protests

All protests must be submitted to Putnam County Transit in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Putnam County Transit.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer at the address shown in the solicitation documents.

6.10.5. Protest Response

The Procurement Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Putnam County Transit will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by the U.S. Postal Service shall be the official Putnam County Transit response to the protest and Putnam County Transit will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.10.6. Review of Protests by GDOT

All protests involving contracts financed with Federal assistance shall be disclosed to GDOT. Protesters shall exhaust all administrative remedies with Putnam County Transit prior to pursuing protests with GDOT. GDOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to GDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of Putnam County Transit final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to GDOT.

File Attachments for Item:

8. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Finance)

OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE

*In all criminal prosecutions, the accused shall
enjoy the right ... to the assistance of counsel for his defense.
U.S. Constitution, Amendment VI*

Milledgeville Office:

Kristin Waller, CPD
John Bradley, APD
Keri Thompson, APD
Claudia Mitcham, APD
Michael Wagner,
Investigator
Sherri Marshburn,
Administrative Assistant
Nancy Gordon,
Administrative Assistant

*P.O. Box 1429
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Ph. (478)445-8100
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Gray Office:

Tom O'Donnell, APD
Len Myers, APD
Tamara Myrick,
Administrative Assistant
Jordan Waller, Paralegal

*P.O. Box 747
Gray, GA 31032
Ph. (478)986-6185
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Greensboro Office:

Brett Colbert,
Administrative Assistant

*113 N Main Street
Greensboro, GA 30642
Ph. (706)454-7012
Fax (706)454-1204*

June 24, 2025

Linda Cook
Putnam County Finance Director
GA Government Finance Officer Association 1st VP
117 Putnam Drive, Eatonton, GA 31024
lcook@putnamcountyga.us

RE: Public Defender Budget FY 2026

Dear Ms. Cook,

Please find attached the Ocmulgee Judicial Circuit Office of the Public Defender's budget for FY2026. I received this budget from our finance department in Atlanta that reflects changes made prior to my tenure here.

I am honored to serve such a wonderful judicial circuit as Circuit Public Defender. The past seven weeks have been filled with Court and meeting wonderful people who serve the Constitutional role of indigent defense. We have some challenges that we are facing in meeting the requirements set forth in the Statutory mandate and to be sure that this circuit remains free from civil liability to incarcerated individuals. I am working to make sure those accused have access to high quality legal representation and advice.

I have had the honor to work directly with the Green, Hancock, Morgan, and Putnam County Courts and find that all members of the criminal justice system are dedicated to safety and protecting the Constitution. In addition to directly serving clients of the four counties above, I endeavor to maintain representation in Baldwin, Jasper, Jones, and Wilkinson County and continually improve our client services.

Also attached you will find the contract for indigent defense services for FY2026. We provide representation of indigent defendants in Putnam County Superior Court, State Court, and Juvenile Court along with conducting Preliminary Hearings as needed. In addition, our office participates in the Ocmulgee Circuit Adult Treatment Court (ATCC) as a way to aide those suffering from underlying conditions to reform their behaviors and engage in a healthy way with their community.

If anyone has any questions, I am happy to answer them. Please give anyone who needs it my cell phone number: 706-338-5270. Once the contract has been signed, please alert me so that I can pick up the documents and I will deliver them to Atlanta. I look forward to meeting you and the many other members of Putnam County Government as my schedule allows. Thank you for your time and attention.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristin Waller', with a long horizontal flourish extending to the right.

Kristin C.M. Waller
Circuit Public Defender



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of Putnam County, body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective July 1, 2025.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Putnam County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Putnam County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Putnam County in which a child may face a disposition a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

Section 3.02 Administration of Office Expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 3.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 3.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning July 1, 2025 and ending June 30, 2026.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Ocmulgee Judicial Circuit:

John Bradley
Circuit Public Defender
Post Office Box 747
Gray, Georgia 31032

Putnam County:

Putnam County Board of Commissioners
117 Putnam Drive, Suite A
Eatonton, Georgia 31024

Georgia Public Defender Council:

Omotayo Alli, Director
270 Washington Street, Suite 6079
Atlanta, Georgia 30334

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. “Cause” means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services. **(a) At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Putnam County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director

Ocmulgee Judicial Circuit

ATTACHMENT B – Personnel & Operating Expenditures

Putnam County

July 1, 2025 – June 31, 2026

The County agrees to pay the Public Defender Office \$144,854.53 in 12 monthly installments of \$12,071.21. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2025. Invoices will be sent to the following address:

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
270 Washington Street
Suite 6079
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

They may also provide legal representation to indigent defendants in State Court of Putnam County in accordance with the additional services provisions set below:

Definition. For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

Additional Services. The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services

cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate the its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:

(a) State Court of Putnam County.

(1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.

(2) Hearings on a revocation of probation.

Putnam County remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.

Delete above paragraph

Add text as (a) (3) above: The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE

July 1, 2025 - June 30, 2026

| COUNTY FUNDED - Public Defender and Assistants | | | | | | | |
|--|---|---------------|-----------------|------------------|-------------------|-------------------|---------------|
| Name | # | Salaries | FICA | Retirement | Health Insurance | Unemployment | Total |
| | | | 7.65% of Salary | 32.51% of Salary | 29.454% of Salary | \$31 per Position | |
| APD (Mitcham) | 1 | \$ 87,040.00 | \$ 6,658.56 | \$ 28,296.70 | \$ 25,636.76 | \$ 31.00 | \$ 147,663.03 |
| APD (Myers) | 1 | \$ 5,000.00 | \$ 382.50 | \$ 1,625.50 | \$ 1,472.70 | \$ - | \$ 8,480.70 |
| APD (Stroberg) | 1 | \$ 110,000.00 | \$ 8,415.00 | \$ 35,761.00 | \$ 32,399.40 | \$ 31.00 | \$ 186,606.40 |
| APD (Thompson) | 1 | \$ 95,000.00 | \$ 7,267.50 | \$ 30,884.50 | \$ 27,981.30 | \$ 31.00 | \$ 161,164.30 |
| APD (Phillips) - VACANCY | 1 | \$ 72,000.00 | \$ 5,508.00 | \$ 23,407.20 | \$ 21,206.88 | \$ 31.00 | \$ 122,153.08 |
| APD (Smith) - VACANCY | 1 | \$ 72,000.00 | \$ 5,508.00 | \$ 23,407.20 | \$ 21,206.88 | \$ 31.00 | \$ 122,153.08 |
| TOTAL: | 6 | \$ 441,040.00 | \$ 33,739.56 | \$ 143,382.10 | \$ 129,903.92 | \$ 155.00 | \$ 748,220.59 |

| COUNTY FUNDED - Public Defender Administrative | | | | | | | |
|--|---|---------------|-----------------|------------------|-------------------|-------------------|---------------|
| Name | # | Salaries | FICA | Retirement | Health Insurance | Unemployment | Total |
| | | | 7.65% of Salary | 32.51% of Salary | 29.454% of Salary | \$31 per Position | |
| Admin (Colbert) | 1 | \$ 46,600.00 | \$ 3,564.90 | \$ 15,149.66 | \$ 13,725.56 | \$ 31.00 | \$ 79,071.12 |
| Admin (Gordon) | 1 | \$ 47,120.00 | \$ 3,604.68 | \$ 15,318.71 | \$ 13,878.72 | \$ 31.00 | \$ 79,953.12 |
| Admin (Waller) | 1 | \$ 42,000.00 | \$ 3,213.00 | \$ 13,654.20 | \$ 12,370.68 | \$ 31.00 | \$ 71,268.88 |
| Admin (NEW) - VACANCY | 1 | \$ 40,000.00 | \$ 580.00 | \$ - | \$ - | \$ - | \$ 40,580.00 |
| TOTAL: | 4 | \$ 175,720.00 | \$ 10,962.58 | \$ 44,122.57 | \$ 39,974.97 | \$ 93.00 | \$ 270,873.12 |

| COUNTY FUNDED - Office Expenditures | | | |
|-------------------------------------|---|-------------|--------------|
| | | Per Month | Annual |
| Postage | * | \$ 182.41 | \$ 2,188.97 |
| Printing, Publications, & Media | * | \$ 152.01 | \$ 1,824.14 |
| Supplies & Materials | * | \$ 811.44 | \$ 9,737.24 |
| Repairs & Maintenance | * | \$ 273.62 | \$ 3,283.45 |
| Rents Other than Real Estate | * | \$ 622.49 | \$ 7,469.94 |
| Other Operating | * | \$ 486.44 | \$ 5,837.24 |
| Real Estate Rentals | * | \$ 2,400.00 | \$ 28,800.00 |
| Professional Services | * | \$ 277.01 | \$ 3,324.14 |
| Telecommunications (GTA) | * | \$ 194.57 | \$ 2,334.90 |
| Telecommunications (AT&T, etc) | * | \$ 652.90 | \$ 7,834.77 |
| Legal Resources | * | \$ 250.00 | \$ 3,000.00 |
| TOTAL: | | \$ 6,302.90 | \$ 75,634.78 |

| TOTAL EXPENDITURES | | | |
|--------------------------------|---|-----------------|---------------|
| | | Personnel | Operating |
| Public Defender and Assistants | * | \$ 748,220.59 | |
| Public Defender Administrative | * | \$ 270,873.12 | |
| LESS: FY 25 Rollover | | \$ (140,851.70) | |
| 5% Administrative Fee | * | \$ 50,954.69 | |
| Office Expenditures | * | | \$ 75,634.78 |
| 4% Administrative Fee | * | | \$ 3,025.39 |
| LESS: FY 25 Rollover | | | \$ (4,500.00) |
| TOTAL: | | \$ 929,196.69 | \$ 74,160.17 |

| | Without Offset | With Offset |
|--|----------------|-----------------|
| Total Personnel (without \$205,996 offset) | \$ 723,200.69 | \$ 929,196.69 |
| Total Operating Contract | \$ 74,160.17 | \$ 74,160.17 |
| | \$ 797,360.86 | \$ 1,003,356.86 |

| BREAKDOWN BY COUNTY | | | |
|---------------------|--------|--------------|---------------|
| | | Monthly | Annual |
| Baldwin | 25.13% | \$ 29,618.46 | \$ 355,421.52 |
| Greene | 12.14% | \$ 8,469.30 | \$ 101,631.64 |
| Hancock | 5.00% | \$ 3,322.07 | \$ 39,864.83 |
| Jasper | 9.91% | \$ 6,587.90 | \$ 79,054.76 |
| Jones | 16.73% | \$ 11,834.06 | \$ 142,008.71 |

| FY 25 - Personnel | | Total Increase | Rollover | Net Increase |
|-------------------|------------|----------------|---------------|---------------|
| \$ | 731,293.45 | \$ 287,800.26 | \$ 134,144.48 | \$ 153,655.78 |
| \$ | 36,564.67 | \$ 14,390.02 | \$ 6,707.22 | \$ 7,682.79 |
| \$ | 767,858.12 | \$ 302,190.27 | \$ 140,851.70 | \$ 161,338.57 |

| OFFSET FUNDS | |
|--------------|---------------|
| County/City | Amount |
| Baldwin | \$ 155,046.00 |
| Greene | \$ 4,800.00 |
| Jones | \$ 8,650.00 |
| Putnam | \$ 37,500.00 |
| Total | \$ 205,996.00 |

| FY 25 Total | |
|--------------|---------------|
| Monthly | Annual |
| \$ 26,015.36 | \$ 312,184.32 |
| \$ 6,853.71 | \$ 82,244.54 |
| \$ 2,702.08 | \$ 32,424.90 |
| \$ 5,124.79 | \$ 61,497.44 |
| \$ 9,743.01 | \$ 116,916.14 |

| FY 26 Increase | |
|----------------|--------------|
| Monthly | Annual |
| \$ 3,603.10 | \$ 43,237.20 |
| \$ 1,615.59 | \$ 19,387.09 |
| \$ 619.99 | \$ 7,439.93 |
| \$ 1,463.11 | \$ 17,557.32 |
| \$ 2,091.05 | \$ 25,092.57 |

OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE

July 1, 2025 - June 30, 2026

| | | | |
|---------------------|--------|--------------|-----------------|
| Morgan | 12.63% | \$ 8,394.13 | \$ 100,729.51 |
| Putnam | 13.46% | \$ 12,071.21 | \$ 144,854.53 |
| Wilkinson | 4.99% | \$ 3,315.95 | \$ 39,791.37 |
| CIRCUIT WIDE TOTAL: | 100% | \$ 83,613.07 | \$ 1,003,356.87 |

*Includes salary, benefits and 5% admin fee

| | |
|--------------|---------------|
| \$ 6,683.56 | \$ 80,202.68 |
| \$ 10,328.35 | \$ 123,940.26 |
| \$ 2,717.34 | \$ 32,608.03 |
| \$ 70,168.19 | \$ 842,018.31 |

| | |
|--------------|---------------|
| \$ 1,710.57 | \$ 1,526.83 |
| \$ 1,742.86 | \$ 20,914.27 |
| \$ 598.61 | \$ 7,183.34 |
| \$ 13,444.88 | \$ 161,338.57 |

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| BREAKDOWN BY COUNTY (Personnel) | | | |
|---------------------------------|--------|--------------|---------------|
| | | Monthly | Annual |
| Baldwin | 25.13% | \$ 28,065.43 | \$ 336,785.18 |
| Greene | 12.14% | \$ 7,718.80 | \$ 92,625.61 |
| Hancock | 5.00% | \$ 3,013.09 | \$ 36,157.12 |
| Jasper | 9.91% | \$ 5,975.18 | \$ 71,702.11 |
| Jones | 16.73% | \$ 10,800.45 | \$ 129,605.41 |
| Morgan | 12.63% | \$ 7,613.41 | \$ 91,360.96 |
| Putnam | 13.46% | \$ 11,239.15 | \$ 134,869.79 |
| Wilkinson | 4.99% | \$ 3,007.54 | \$ 36,090.49 |
| CIRCUIT WIDE TOTAL: | 100% | \$ 77,433.06 | \$ 929,196.69 |

| ROLLOVER: FY 25 ⇌ FY 26 | | |
|-------------------------|---------------|---------|
| County | Amount | % |
| Baldwin | \$ 44,162.17 | 31.35% |
| Greene | \$ 13,473.65 | 9.57% |
| Hancock | \$ 7,322.80 | 5.20% |
| Jasper | \$ 10,788.84 | 7.66% |
| Jones | \$ 24,166.55 | 17.16% |
| Morgan | \$ 13,864.16 | 9.84% |
| Putnam | \$ 19,649.91 | 13.95% |
| Wilkinson | \$ 7,423.63 | 5.27% |
| Total | \$ 140,851.70 | 100.00% |

| | |
|--------------|---------------|
| \$ 24,451.87 | \$ 293,422.48 |
| \$ 6,107.13 | \$ 73,285.59 |
| \$ 2,389.49 | \$ 28,673.92 |
| \$ 4,531.94 | \$ 54,383.28 |
| \$ 8,699.31 | \$ 104,391.68 |
| \$ 5,910.39 | \$ 70,924.66 |
| \$ 9,495.05 | \$ 113,940.65 |
| \$ 2,402.99 | \$ 28,835.86 |
| \$ 63,988.18 | \$ 767,858.13 |

| | |
|--------------|---------------|
| \$ 3,613.56 | \$ 43,362.70 |
| \$ 1,611.67 | \$ 19,340.02 |
| \$ 623.60 | \$ 7,483.20 |
| \$ 1,443.24 | \$ 17,318.83 |
| \$ 2,101.14 | \$ 25,213.73 |
| \$ 1,703.02 | \$ 20,436.30 |
| \$ 1,744.10 | \$ 20,929.14 |
| \$ 604.55 | \$ 7,254.63 |
| \$ 13,444.88 | \$ 161,338.57 |

| BREAKDOWN BY COUNTY (Operating) | | | |
|---------------------------------|--------|-------------|--------------|
| | | Monthly | Annual |
| Baldwin | 25.13% | \$ 1,553.03 | \$ 18,636.33 |
| Greene | 12.14% | \$ 750.50 | \$ 9,006.02 |
| Hancock | 5.00% | \$ 308.98 | \$ 3,707.71 |
| Jasper | 9.91% | \$ 612.72 | \$ 7,352.65 |
| Jones | 16.73% | \$ 1,033.61 | \$ 12,403.30 |
| Morgan | 12.63% | \$ 780.71 | \$ 9,368.55 |
| Putnam | 13.46% | \$ 832.06 | \$ 9,984.73 |
| Wilkinson | 4.99% | \$ 308.41 | \$ 3,700.88 |
| CIRCUIT WIDE TOTAL: | 100% | \$ 6,180.01 | \$ 74,160.18 |

| ROLLOVER: FY 25 ⇌ FY 26 | | |
|-------------------------|-------------|---------|
| County | Amount | % |
| Baldwin | \$ 1,410.91 | 31.35% |
| Greene | \$ 430.46 | 9.57% |
| Hancock | \$ 233.95 | 5.20% |
| Jasper | \$ 344.69 | 7.66% |
| Jones | \$ 772.08 | 17.16% |
| Morgan | \$ 442.94 | 9.84% |
| Putnam | \$ 627.78 | 13.95% |
| Wilkinson | \$ 237.17 | 5.27% |
| Total | \$ 4,500.00 | 100.00% |

| | |
|-------------|--------------|
| \$ 1,563.49 | \$ 18,761.83 |
| \$ 746.58 | \$ 8,958.95 |
| \$ 312.58 | \$ 3,750.98 |
| \$ 592.85 | \$ 7,114.16 |
| \$ 1,043.71 | \$ 12,524.46 |
| \$ 773.17 | \$ 9,278.02 |
| \$ 833.30 | \$ 9,999.60 |
| \$ 314.35 | \$ 3,772.17 |
| \$ 6,180.01 | \$ 74,160.18 |

| | |
|------------|-------------|
| \$ (10.46) | \$ (125.50) |
| \$ 3.92 | \$ 47.07 |
| \$ (3.61) | \$ (43.27) |
| \$ 19.87 | \$ 238.49 |
| \$ (10.10) | \$ (121.16) |
| \$ 7.54 | \$ 90.53 |
| \$ (1.24) | \$ (14.87) |
| \$ (5.94) | \$ (71.29) |
| \$ - | \$ - |

File Attachments for Item:

9. Approval of Invoice to Digitize Old Zoning Maps (staff-P&D)



6300 Cedar Springs Road, Dallas , TX, 75235

QUOTE DATE: 6/30/2025
EXPIRATION DATE: 9/28/2025

QUOTE: Q-01490
PO #:
SALES ORDER #: 16920906
OPPORTUNITY #: P323065

Kofile Proposal

Customer Information

Customer: Putnam County Planning & Development | GA

Billing Terms: Kofile will invoice 50% of the total proposed estimate upon first pickup of any inventory. The remaining balance will be invoiced upon the earlier of thirty (30) days after completion or delivery. Proposal pricing from Kofile is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity or condition of records.

Billing Address: 117 Putnam Drive Eatonton, GA 31024

Shipping Address: 117 Putnam Drive Eatonton, GA 31024

| <u>Primary Contact</u> | |
|------------------------|------------------------------------|
| <u>Name</u> | Lisa Jackson |
| <u>Title</u> | Director of Planning & Development |
| <u>Telephone</u> | 706-485-1890 |
| <u>Email</u> | ljackson@putnamcountyga.us |

| <u>Kofile Sales Rep</u> | |
|-------------------------|--|
| <u>Name</u> | Brad Crane |
| <u>Address</u> | 6300 Cedar Springs Road, Dallas , TX, 75235 |
| <u>Telephone</u> | (706) 499-0145 |
| <u>Email</u> | brad.crane@kofile.com |

Dear Lisa Jackson,

This proposal addresses Putnam County Planning & Development | GA's critical records and is presented by Kofile Technologies, Inc. {Kofile}. Note that prices for the inventory herein are good for 90 days from the date of this proposal. Critical Records Management is a modern approach to addressing diverse public records requirements. Kofile is trusted by over 3,000 government agencies as a consultant and partner and is the only supplier that offers this full suite of products and services. Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute Conservation (AIC).

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

| Record Series | Service | Scope of Work |
|-----------------|-----------------------------------|--|
| Old City Maps | Bound Plat Preservation 24" X 36" | <ul style="list-style-type: none"> • Inspect and log each item upon receipt. • Remove plats from any encapsulation or housing. • Flatten plats using tacking irons, heat presses, or an Ultrasonic Humidification Chamber. • Surface clean plats according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC). • Deacidify plats with Kofile's proprietary solution Bookkeepers®. • Encapsulate plats in Kofile's proprietary Lay Flat Archival Polyester Pocket™ and place in archival Plat Binders. |
| Old County Maps | Bound Plat Preservation 24" X 36" | <ul style="list-style-type: none"> • Inspect and log each item upon receipt. • Remove plats from any encapsulation or housing. • Flatten plats using tacking irons, heat presses, or an Ultrasonic Humidification Chamber. • Surface clean plats according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC). • Deacidify plats with Kofile's proprietary solution Bookkeepers®. • Encapsulate plats in Kofile's proprietary Lay Flat Archival Polyester Pocket™ and place in archival Plat Binders. |
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| Old City Maps | Custom Imaging Service | |
| Old County Maps | Custom Imaging Service | |

| Record Series | Service | Scope of Work |
|-----------------|------------------------|---------------|
| Old County Maps | Custom Imaging Service | |
| Old County Maps | Custom Imaging Service | |

PROJECT PRICING

Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

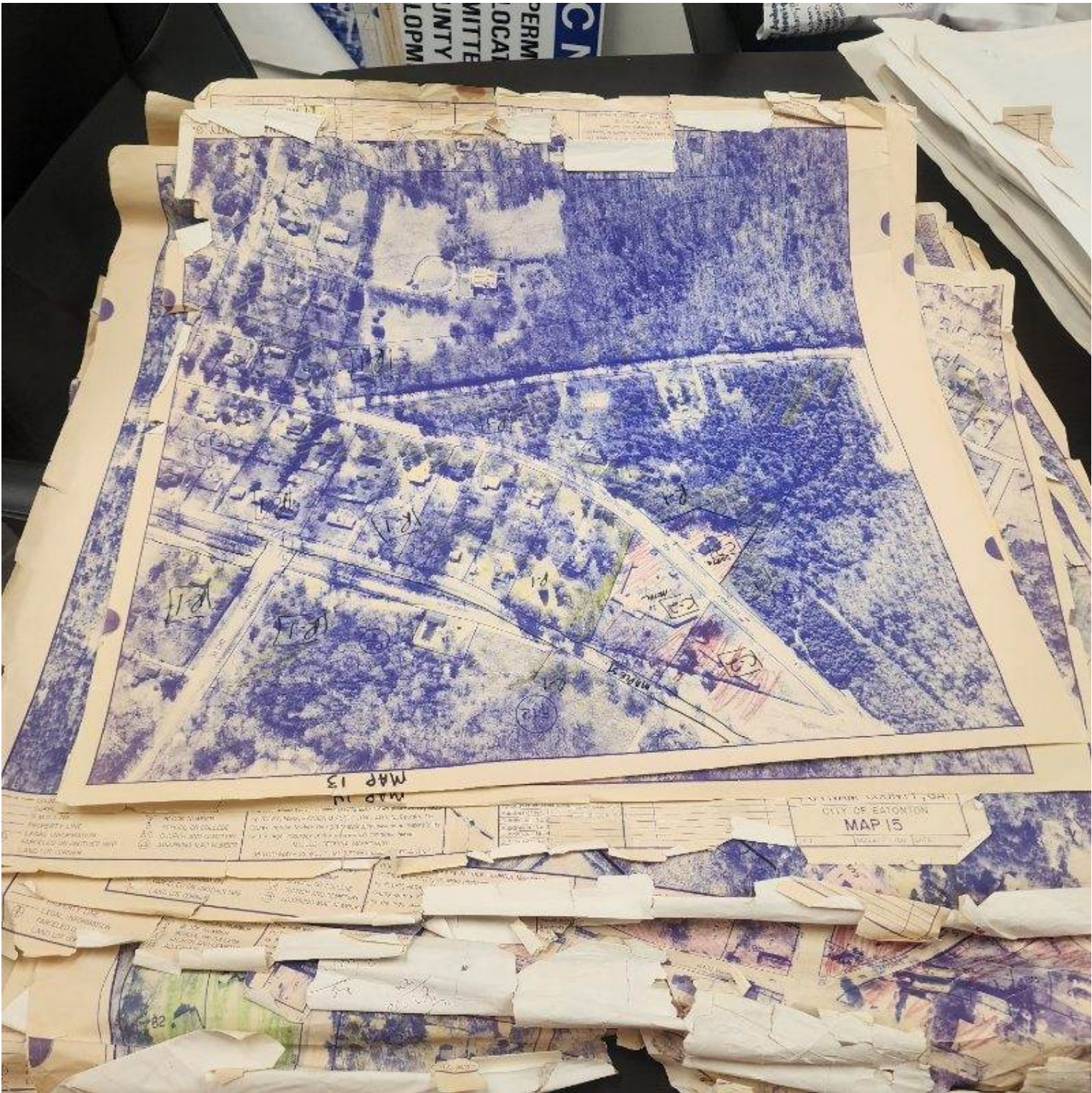
| Record Series | Volume(s) | Total # of Inventory | UOM | Total Estimated Quantity | Service | Estimated Total |
|-----------------|-----------|----------------------|-----------|--------------------------|--------------------------------------|---------------------|
| Old City Maps | Drawer 2 | 1 | Per Plat | 104 | Bound Plat Preservation 24" X 36" | \$19,240.00 |
| Old County Maps | 1-31C | 1 | Per Plat | 110 | Bound Plat Preservation 24" X 36" | \$20,350.00 |
| Old County Maps | 32-59 | 1 | Per Plat | 152 | Bound Plat Preservation 24" X 36" | \$28,120.00 |
| Old County Maps | 60-85D | 1 | Per Plat | 208 | Bound Plat Preservation 24" X 36" | \$38,480.00 |
| Old City Maps | Drawer2 | 1 | Per Image | 52 | Custom Imaging Service | \$520.00 |
| Old County Maps | 1-31C | 1 | Per Image | 55 | Custom Imaging Service | \$550.00 |
| Old County Maps | 32-59 | 1 | Per Image | 76 | Custom Imaging Service | \$760.00 |
| Old County Maps | 60-85D | 1 | Per Image | 104 | Custom Imaging Service | \$1,040.00 |
| TOTAL: | | | | | | \$109,060.00 |

Net Total: \$109,060.00

Terms and Conditions: This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>

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| Customer Acceptance | Kofile Acceptance |
|-----------------------------------|-----------------------------------|
| <hr/> | <hr/> |
| Signature of Authorized Official | Signature of Authorized Official |
| <hr/> | <hr/> |
| Print Name of Authorized Official | Print Name of Authorized Official |
| <hr/> | <hr/> |
| Title of Authorized Official | Title of Authorized Official |
| <hr/> | <hr/> |
| Date | Date |





MAR 25

MAR 17

BY PASS



File Attachments for Item:

10. Approval of Vehicles and Equipment Proposed for Surplus (staff-Fire)

Assets Requested by Fire to declare surplus- July 2025

| Asset# | Description | Acquisition Date | Original Cost | Department | Vin | Category |
|---------------|---|-----------------------------|----------------------|-------------------|-------------------|-----------------|
| 0289 | 2002 Inter. Fire Tanker -Pumper 3 | 12/31/2001 | \$ 67,466.20 | Fire | 1HTSDAAR32H533709 | Vehicles |
| 0087 | 1999 Inter. Firetruck- County 1 | 7/30/1998 | \$ 39,500.00 | Fire | 1HTSCAAR2XH650496 | Vehicles |
| 0180 | 1991 Ford C&C Truck F800-Pumper 8 | 4/8/1991 | \$ 46,000.00 | Fire | 1FDYF82J6MVA25723 | Vehicles |
| 0089 | 1999 Freightliner Utility Pumper Tanker FL80-Pumper 2 | 5/20/1998 | \$ 43,092.00 | Fire | 1FV6JLBBXXH990159 | Vehicles |
| 0178 | 1984 GMC Tanker H95- Tanker 4 | 1/4/1993 | \$ 40,500.00 | Fire | 1GDP9C1J2EV526648 | Vehicles |
| 0517 | 2004 Ford F-350 XLT DRW Cab Chassis F-350- Brush 8 | 6/8/2004 | \$ 53,750.00 | Fire | 1FDWF36P74EC57269 | Vehicles |

Small Equipment Surplus

Miscellaneous Tools

Ladders

4-35' Ext. Ladders

2-14' Roof Ladders

1-10' Attic Ladder

1- Cutters Tool

Extrication Tools

2- Hurst Power Units

3- Hydraulic Hose Reels W/Hose

2- Combi Tools

2- Rams (1-long & 1-short)

1-Set of Rescue Jacks

1-Speed Skill Saw

Gas Powered Tools

5—Float Pumps (Not sure if runs)

3—Generators (RUN??)

1—Pressure Washer

4-Gas PPV Fans

More Fire Dept Items

3—2 ½' Hose Testers

3—Dump Tanks

4-5"x 10' Hard Suction Hose

2-6" x 10' Hard Suction Hose

3-2 ½" x 10' Hard Suction Hose

4-Small Acetylene Torches

1- Snapper Riding Mower (not running)

4-Low Flow Strainers

4-Sets of Snow Chains

Assortment of Adapters, Hose Clamps,
Hydrant wrenches, Old Nozzles, Etc.

File Attachments for Item:

13. Discussion and possible action regarding road repairs (SH)

Roads needing Repair or Repaving
(partial list)

Lakeview Estates Circle
Sugar Creek Road
Sugar Creek Trail
N. Steel Bridge
S. Steel Bridge
Nina Drive
Crooked Creek (Pinkerton to Scuffleboro)
Pinkerton Road
King Fish Road
Steele Bridge Pointe
Crooked Creek Bay Road
Rockville Road (Rockville Springs to pavement end)
Harmony Road (Scott to Hwy 441)
Harmony Road (3-lane, Hwy44 to Scott)
Ward Chapel (Great Waters to Old Phoenix)
Sunfish Trail
Blue Branch Road
Julep Road
Southshore Drive
Normandy Road
Winfield Drive
Thunder Road
Brer Bear Road NE
Brer Fox Road NE
Brer Rabbit NE
Briar Patch Road NE
Brer Bear Ln SE
Brer Fox Road SE
Brer Rabbit Trail SE