



GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

Solicitation No. 2017-059

Issue Date: May 1, 2017

Questions Due: May 15, 2017

Due Date @ 2:00 p.m. June 1, 2017

Request for Proposal
Cost of Service and Utility Rates Study

Purchasing Representative:
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301 S.E. 4th Avenue
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INSTRUCTIONS

1.0 DEFINITION OF TERMS FOR INSTRUCTIONS.

- Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Best and Final Offer (BAFO): The final proposal submitted after competitive negotiations are completed that contains the Responders most favorable terms.
- Bid: The written response to a Solicitation.
- Due Date: The date the response is due.
- Non-Responsive: A response that does not meet the material requirements of the solicitation.
- Redacted: The censoring of part of a Response.
- Respondent: An individual or business entity that submits a response to a Solicitation.
- Response: A written document submitted by a Respondent in reply to Solicitation.
- Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- Solicitation: A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid, Request for Proposal, Request for Quotation, or Request for Statement of Qualifications.
- Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

2.0 PRE-BID OR PRE-PROPOSAL MEETING.

A meeting will not be held.

3.0 EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE.

- 3.1 Prior to responding to the Solicitation, Respondents are responsible for the following: (a) examining the Solicitation thoroughly, (b) if applicable, visiting the work site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work, (c) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work, (d) studying and carefully correlating Respondent's observations with the Solicitation, and (e) notifying the Purchasing Representative of all conflicts, errors or discrepancies in the Solicitation.
- 3.2 Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.
- 3.3 A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to Utilities Purchasing at least seven (7) business days prior to the Response due date.

4.0 INTERPRETATIONS AND ADDENDA.

- 4.1 All questions about the meaning or intent of the Solicitation are to be directed to the Purchasing Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received after May 15, 2017 may not be answered by the Purchasing Representative. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications that are not memorized by formal written Addenda will be without legal effect.
- 4.2 Addenda may also be issued to modify the Solicitation as deemed advisable by the Purchasing Representative.

- 4.3 Addenda issued by GRU prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

5.0 RESPONSE SUBMITTALS.

The following information is required with the Response:

Failure to provide the following information may be cause for the response to be deemed non-responsive:

5.1 Required forms and submittals:

- Respondent's Certification
- "Clarifications and Exceptions", if any, in accordance with Instructions Section 8.1
- Drug Free Workplace Certification
- Subcontractor Information Form
- Proof of minimum qualifications (submitted in Section E below, see Supplemental Conditions, Section 11.0)

5.2 Evaluation:

Criteria (as defined below)	Maximum Points
Understanding and Approach	20
Company Qualifications and Experience	10
Proposed Method	30
Fees and Expenses	25
References	(minimum qualification)
Designated Consultant/Project Manager and Resources	5
Local Preference	5
SBE/SDVE	5
Total Points	100

- A. Understanding and Approach** – Proposer shall describe their understanding of the objectives and scope of the RFP, including the Company's approach to providing the service and a clear and detailed description of how the Scope of Work will be performed.
- B. Company Qualifications and Experience** – Indicate years in business, examples of performing cost of service and rate design studies and other related consultation to companies in the utility sector, including experience with publicly owned utilities.
- C. Proposed Method** – Assume a start date of September 1, 2017, provide a summary of the process you expect to perform in order to complete the study and provide a draft report by October 20, 2017 and final report by November 17, 2017. Failure to provide this information or inability to meet this time-sensitive deadline may lead to disqualification from the bid solicitation.
- D. Fees and Expenses** – The Proposer is responsible for all direct and indirect costs required to complete the study. GRU desires a not-to-exceed-fixed-price contract. For purposes of evaluation, state the lump sum fixed price for the entire Statement of Work in Attachment 3, which must be accompanied by an itemization of all labor, fees and expenses (including travel).
- E. References** – The Consultant/Project Manager assigned to the project, and named below in the following section, must have a minimum of five years consulting experience conducting cost of service and rate design studies for at least 3 utility clients following FERC and or NARUC guidelines whom may be used as references. Please provide the company name, date the services were performed and contact information, including email, for the client's project representative.

- F. Designated Consultant/Project Manager** - Identify the Consultant/Project Manager who would be assigned the project. Provide their resume/CV/or equivalent information.

By listing the individual in the proposal, the Proposer is making a commitment that, barring unforeseen circumstances, they are the personnel who will be assigned to the project. GRU must approve any changes to the personnel indicated. GRU reserves the right to request a substitution of personnel. (see also Section 13.0 Replacement of Consultant/Project Manager)

If the day-to-day contact person authorized to serve as contract manager for the Proposer will be other than the above named individual, please identify them, along with their background and role.

- F. Resources** – Assume the contract is fully executed in mid-September, and provide a timeline along with evidence of available resources to perform the work (equipment, staffing, etc.)
- G. Local Preference** – If claiming Local Preference in accordance with the City of Gainesville ordinance, respondent must provide a copy of the business tax receipt. (see Instructions Section 18.0)
- H. SBE/SDVE:** If claiming Small Business or Disabled Veteran Preference in accordance with the City of Gainesville Resolution #150616, respondent must provide proof that Respondent meets one of the following:
- I. Small Business Enterprise (SBE):** Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.
- J. Service-Disabled Veteran Enterprise (SDVE):** At least 51% owned and managed by a veteran who has been certified as a service-disabled veteran by the Florida Department of Management Services or other agency.

6.0 RESPONSE PREPARATION.

- 6.1 Pricing shall be submitted according to the Instructions Section 5.2 D.
- 6.2 All blanks on the Respondent's Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
- 6.3 A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.
- 6.4 The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- 6.5 Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.
- 6.6 Costs for developing a response to the Solicitation are the sole obligation of the Respondent.
- 6.7 Respondent's pricing must include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

- 6.8 Respondents are encouraged to use environmentally sustainable practices in response to the Solicitation when possible. This may include providing double-sided copies, minimal use of plastic covers, binders, tabs or dividers, etc.

7.0 PRICE.

- 7.1 Any additional charges that were not included in the Response will not be paid by GRU unless approved in writing by an authorized GRU representative. Subsequent to contract formation, pricing inconsistencies on invoices may be grounds to cancel the contract.
- 7.2 If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained in the Response. Such discounts, if applicable, will not be used in determining award of the Solicitation.

8.0 DEVIATIONS FROM SPECIFICATIONS.

- 8.1 Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Clarifications and Exceptions" and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.
- 8.2 GRU reserves the right to waive clarifications and exceptions to the Solicitation if determined by GRU to be in GRU's best interest.

9.0 SOLICITATION RESPONSE.

- 9.1 **Response must be in the possession of Utilities Purchasing by 2:00 p.m. on the due date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4th Avenue, 3rd Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time. Any Response received after 2:00 p.m. will not be considered.** Responses shall be sealed and plainly marked on the outside of the envelope with both the project number and the project name. Response must be completed and signed in ink in space(s) provided or will be subject to rejection. Responses **may not be** submitted by facsimile or e-mail.

10.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.

- 10.1 A Response may be modified or withdrawn if a written request is submitted and physically received by GRU Purchasing before the Response due date and time.
- 10.2 After Responses have been opened, corrections to the Response are permitted only to the extent that (1) Respondent can show by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Response; (2) the nature of the mistake is evident; and (3) the intended pricing is evident.

11.0 BID BOND.

A Bid Bond is not required.

12.0 TERMS OF AWARD.

- 12.1 Award will be made to the best evaluated Respondent based on understanding and approach, company qualifications and experience, proposed method, fees and expenses, references, designated contact, resources, local preference, and Small Business Enterprise/ Service Disabled Veteran Enterprise, as GRU determines to be in its best interest.

- 12.2 GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 12.3 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.4 If the Contract is awarded, GRU will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- 12.5 When GRU gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and required Bonds, if applicable. GRU will ultimately provide a fully signed counterpart to the Respondent.
- 12.6 Failure on the part of the successful Respondent to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.
- 12.7 GRU may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- 12.8 Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the City Commission, and within seven (7) calendar days for purchases that require prior approval of the City Commission. It is the Respondent's duty to be informed of the intended award and GRU's protest procedures.

13.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

- 13.1 Pursuant to Chapter 287.133(2)(a) of the Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as Consultant, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in sec. 287.017, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."
- 13.2 Respondent is responsible for compliance with current policies regarding debarment / suspension / termination which have been issued by the Utilities Purchasing Division.
- 13.3 The Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Solicitation by any governmental department or agency.

14.0 DISCLOSURE, CONFIDENTIALITY AND PUBLIC RECORDS.

- 14.1 Florida has a very broad public records law. By entering into an agreement with GRU, the Respondent acknowledges that it will comply with the Florida Public Records Act (*Chapter 119, Florida Statutes*) Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the Contract between GRU and Respondent. GRU may pursue all remedies for breach of this agreement. Responses to this Solicitation upon receipt by GRU become public records subject to the provisions of *Chapter 119, Florida Statutes*. Should the Respondent believe that any portion or all of its response is exempt from the Florida Public Records Act; the Response should clearly assert such exemption and the specific legal authority for the asserted exemption. In complying with the Florida Public Records Act the Respondent must:
- 14.2 Responses to this Solicitation are public records and will be available for inspection after such time as an award is recommended or within thirty (30) calendar days after the Solicitation due date, whichever occurs first in time.

15.0 CONFIDENTIAL INFORMATION.

Upon receipt by GRU, responses to this Solicitation become public records subject to the provisions of Chapter 119 of the Florida Statutes, Florida's Public Records Law. If Respondent believes that any portion of the Response constitutes a trade secret pursuant to the Florida Statutes or is otherwise exempt from Florida's Public Records Law, Respondent should clearly identify the specific sections of the response for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any portion of the Response that Respondent asserts qualify for exemption from Chapter 119, must be submitted in a separate envelope and clearly identified as "trade secret" or otherwise "exempt from the Florida Public Records Law with Respondent's firm name and the Response number marked on the outside of the envelope. In the event that GRU determines that any portion of the Response (initially claimed by the Respondent to be exempt) do not qualify as such, the Respondent will be contacted and will have the opportunity to waive their claim to confidentiality. Please be aware that the designation of an item as "exempt" or a "trade secret" by Respondent, and the refusal to disclose any materials submitted to GRU, may be challenged in court. By your designation of material in your Response as "exempt" or a "trade secret", Respondent agrees to indemnify and hold harmless the City, GRU, its elected officials, and employees for any award to a plaintiff for damages, costs or attorneys' fees and for costs attorneys' fees incurred by GRU by reason of any legal action challenging Respondent's designation of "exempt" or "trade secret" and GRU's refusal to disclose.

16.0 LOBBYING.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. The blackout period means the period between the time the solicitation response is received by GRU Purchasing and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

17.0 COLLUSION.

- 17.1 Only one response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.

- 17.2 Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- 17.3 By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any GRU officer or employee to secure favorable treatment with respect to being awarded this Contract.

18.0 LOCAL PREFERENCE.

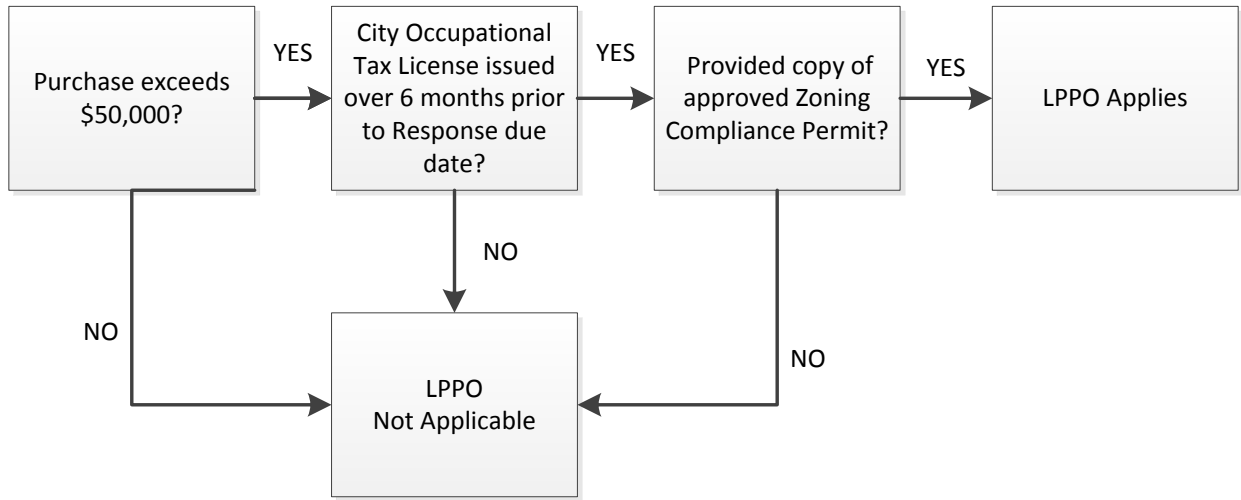
The Local Preference Ordinance applies to Solicitations for goods or services estimated to exceed \$50,000.

In solicitation of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the City Commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total price, and in any event the cost differential should not exceed \$25,000.

A "local business" means the Respondent has a valid business tax receipt, issued by the City of Gainesville at least six months prior to Response due date, to do business in said locality that authorizes the business to provide the goods, services, or construction services to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the business operates or performs business on a day-to-day basis. Post office boxes are not verifiable and cannot be used for the purpose of establishing said physical address. In order to be eligible for local preference, the Respondent must provide a copy of the business tax receipt. The ordinance can be found at www.cityofgainesville.org. A Local Preference Decision Tree is attached.

LOCAL PREFERENCE POLICY ORDINANCE DECISION TREE

While not all encompassing, the following is provided as a guideline for determining whether the City of Gainesville Local Preference Policy Ordinance (LPPO) applies to solicitation responses submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. Consultant is advised to review the entire text of the LPPO at www.cityofgainesville.org.



DEBARMENT/SUSPENSION/TERMINATION

Debarment/Suspension. The purchasing representative is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in activity which might lead to debarment. The suspension shall be for a period not to exceed three months. After reasonable notice to the vendor involved and reasonable opportunity for that vendor to be heard, the purchasing representative, after consulting with the City Attorney, is authorized to debar a vendor for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, within five years of a proposed award;
- (b) Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Consultant, within five years of a proposed award;
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals, within five years of a proposed award;
- (d) Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing representative to be so serious as to justify debarment action, within five years of a proposed award:
 - (I) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (II) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Consultant shall not be considered to be a basis for debarment;
- (e) For any provision of, or offer, gift or agreement to provide, any gratuity, kickback or offer of employment to any current or former City employee in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, within three years of a proposed award;
- (f) For any payment, gratuity, kickback or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Consultant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order, within three years of a proposed award;
- (g) For retaining a person or soliciting or securing a GRU contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, within three years of a proposed award;
- (h) During the period of a contract with GRU, employing, or offering employment to, any current City employee participating directly or indirectly in the procurement process, within three years of a proposed award;
- (i) Any other cause the purchasing representative determines to be so serious and compelling as to affect responsibility as a City Consultant, including debarment by another governmental entity for any cause listed in this Section;
- (j) The foregoing is supplemental to any applicable provisions of F.S. 287.133, as amended. In the event of any conflict between this provision and the requirements of said statute, the statute shall prevail.

REJECTION OF BIDS/TERMINATION OF CONTRACT

Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by GRU that the bidder or its affiliates have committed any act which would have been cause for debarment, or were on the convicted vendor list prepared under the provisions of F.S. 287.133, as amended, at or prior to the acceptance of the bid.

If GRU discovers, after a contract is awarded and performance has begun, that the bidder or its affiliates have committed any act subsequent to or prior to award or acceptance which would have been cause for debarment had it been discovered prior to award or acceptance, GRU may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

FORMS

Solicitation Number 2017-059 For Cost Of Service And Utility Rates Study

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CONTRACT SAMPLE

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND COMPANY NAME
FOR
COST OF SERVICE AND UTILITY RATES STUDY**

THIS CONTRACT is made and entered into this ____ day of September 2017, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES (“GRU”), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601 and _____ (“_____”), a _____ corporation, with its principal place of business at _____, individually referred to as Party or collectively as Parties, respectively.

WHEREAS, GRU requires a cost of service and utility rates study; and

WHEREAS, GRU issued a Solicitation on May 1, 2017 for a cost of service and utility rates study; and

WHEREAS, Consultant submitted a Response dated June 1, 2017, to provide a cost of service and utility rates study; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. Consultant shall provide a cost of service and utility rates study.
2. GRU shall pay to Consultant for the faithful performance of this Contract a fixed lump sum in the amount of_____.

TERM OF AGREEMENT.

1. The term of this Contract shall be one (1) year, commencing on September 1, 2017 and terminating on September 1, 2018.
2. Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

COMPANY NAME

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: _____
Name
Title

BY: _____
Justin Locke
Chief Financial Officer

Approved as to form and legality:

BY: _____
Keino Young
Utilities Attorney

Utilities Purchasing Representative:

BY: _____
Elizabeth Mattke, C.P.M., CPPO
Senior Buyer



Solicitation Number 2017-059 For Cost Of Service And Utility Rates Study

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: _____

PHYSICAL ADDRESS: _____

FEDERAL IDENTIFICATION #: _____ STATE OF INCORPORATION: _____ (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided.

Addenda _____ through _____ acknowledged (if applicable).

I further acknowledge that: _____ **Response is in full compliance with the specifications**; or _____ Response is in full compliance with the specifications **except** as specifically stated and explained in detail on sheets attached hereto and labeled "Clarifications and Exceptions".

I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least **60** calendar days from the Solicitation due date. I agree that GRU's terms and conditions herein take precedence over any conflicting terms and conditions submitted for GRU's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of GRU owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained.

 AUTHORIZED SIGNATURE DATE

 PRINT NAME TITLE

 TELEPHONE NUMBER FAX NUMBER

 E-MAIL ADDRESS

 WEBSITE

RESPONDENT'S CONTACT
 (for additional information)

 NAME

 TITLE

 PHONE

 E-MAIL ADDRESS

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization.



Solicitation Number 2017-059 For Cost Of Service And Utility Rates Study

DRUG-FREE WORKPLACE CERTIFICATION FORM

Preference may be given to a business that certifies that it has implemented a drug-free workplace program. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CORPORATION, PARTNERSHIP, OR INDIVIDUAL

DATE

AUTHORIZED SIGNATURE

SUBCONTRACTOR INFORMATION FORM

Solicitation Number 2017-059 For Cost Of Service And Utility Rates Study

List any subcontractors that will be used for the Work along with the goods or services to be provided. If the subcontractor is a small or minority-owned business, check the boxes that apply. The selected prime Consultant will be asked to provide the actual subcontractor spend amount at a later date.

Small Business Enterprise (SBE): Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.

Minority Business Enterprise (MBE): 51% owned and managed by a minority. African-American, Asian-American, Hispanic-American, Native-American, or American women owned.

Service-Disabled Veteran Enterprise (SDVE): At least 51% owned and managed by a veteran who has been certified as a service-disabled veteran by the Florida Department of Management Services or other agency.

Subcontractor Name	Goods or Service to be provided	Business Type		
		SBE	MBE	SDVE

NON SUBMITTAL FORM

Solicitation Number 2017-059 For Cost Of Service And Utility Rates Study

TO: **Gainesville Regional Utilities Purchasing Department**
301 S.E. 4th Avenue, Gainesville, Florida 32601

Fax: (352) 334-2989

Email: purchasing@gru.com

BUSINESS: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

DATE: _____

Business declines to respond to the referenced Solicitation for the following reason(s):

_____ Do not offer product or service or product specified.

_____ Schedule conflict or unavailability.

_____ Insufficient time to respond to the Solicitation.

_____ Unable to meet specifications.

_____ Unable to meet the insurance requirements.

_____ Unable to meet bond requirements.

_____ Not interested at this time.

_____ Other _____

Please consider business for future solicitations: yes ___ no ___

Please consider business on solicitations for these products/services:

Comments: _____

**ATTACHMENT 1
GENERAL TERMS AND CONDITIONS**

1.0 DEFINITIONS.

- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.0 CHANGE ORDERS.

GRU shall pay Consultant for the Work at the price[s] stated in this Contract. No additional payment will be made to Consultant except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if (1) made in writing, (2) signed by the authorized representative(s), and (3) accepted by Consultant. Such change shall include the following: change orders that constitute changes (1) the general scope of Work, (2) the schedule, (3) administrative procedures not affecting the conditions of the Contract, or (4) the Contract price.

4.0 NOTICES.

Notices to Consultant shall be deemed to have been properly sent when electronically or physically delivered to Consultant. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email.

5.0 PAYMENT.

- 5.1 Invoicing.
Consultant is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com.
- 5.2 Required Information.
Consultant's itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information.
- 5.3 Payment Terms.
Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Consultant shall not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.
- 5.4 Lien Release.
Before the final acceptance of the Work and payment by GRU, Consultant shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of

said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Consultant under this Contract until the liability has been discharged.

5.5 Final Payment/Acceptance.

The acceptance by Consultant of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Consultant, its successors or assigns have or may have against GRU under the provisions of this Contract.

6.0 COMPLIANCE WITH LAWS AND REGULATIONS.

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Consultant is responsible for taking all precautions necessary to protect life and property.

7.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Consultant agrees to indemnify GRU as described below in Section 3.0 Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

8.0 SOVEREIGN IMMUNITY.

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to *Section 768.28 Florida Statutes*.

9.0 SEVERABILITY.

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

10.0 ASSIGNMENT.

GRU or Consultant shall not assign, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

11.0 AUDIT OF RECORDS.

Consultant shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

12.0 NONEXCLUSIVE REMEDIES.

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

13.0 ADVERTISING.

Consultant shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Consultant's name and

either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

14.0 MODIFICATION OF TERMS.

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Consultant. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Consultant may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Consultant's order or fiscal forms or any other documents forwarded by Consultant for payment. An acceptance of product or processing of documentation on forms furnished by Consultant for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

15.0 WAIVER.

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

16.0 DISCLOSURE AND CONFIDENTIALITY.

16.1 "Confidential Information" includes, to the extent such information is defined pursuant to Sections 119.07 and 812.081, *Florida Statutes*, as trade secrets, confidential, or otherwise exempt from the Florida Public Records Law. "Confidential Information" that is marked as "confidential" upon receipt, may include, but not limited to, certain information about GRU's operations, specifications, formulas, codes, software, hardware, intellectual properties, and other confidential and proprietary information belonging to GRU, Work Product (as defined below) or technical documentation, prepared, developed, or obtained by GRU, Consultant, or any of GRU's or Consultant's agents, representatives, or employees.

16.2 "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

17.0 PUBLIC RECORDS.

If Consultant is either a "Consultant" as defined in Section 119.0701(1)(a), *Florida Statutes*, or an "agency" as defined in Section 119.011(2), *Florida Statutes*, Consultant shall:

17.1 Keep and maintain all public records, as defined in Section 119.011(12), *Florida Statutes*, that ordinarily and necessarily would be required by GRU.

17.2 Provide the public with access to public records on the same terms and conditions that GRU would provide the records and at a cost that does not exceed the cost provided by law;

17.3 Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

17.4 Meet all requirements for retaining public records and transfer to GRU, at no cost, all public records in possession of Consultant upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to GRU in a format that is compatible with the information technology systems of GRU.

17.5 IN THE EVENT THAT CONSULTANT HAS QUESTIONS REGARDING FLORIDA’S PUBLIC RECORDS LAW, CHAPTER 119 OF THE FLORIDA STATUTES, OR IF CONSULTANT HAS QUESTIONS RELATED TO CONSULTANT’S OBLIGATION TO PROVIDE PUBLIC RECORDS, CONSULTANT SHOULD CONTACT THE GRU PURCHASING REPRESENTATIVE USING THE CONTACT INFORMATION PROVIDED IN THIS CONTRACT, CONTACT THE PURCHASING DEPARTMENT AT (352) 393-1240, OR EMAIL PURCHASING@GRU.COM.

18.0 SALES TAX.

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

[Remainder of page intentionally left blank]

**ATTACHMENT 2
SUPPLEMENTAL CONDITIONS**

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Conditions.

1.0 CONDUCT OF THE WORK.

Consultant shall be considered an independent Consultant and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Consultant shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Consultant in the performance of this Contract. Consultant will assign only competent and skilled workers to perform the Work. All of Consultant's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Consultant's sole direction, supervision and control at all times and in all places. Consultant's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Consultant and its employees cannot represent, act, or be deemed to be an agent or employee of GRU.

2.0 CONSULTANT RESPONSIBILITIES.

2.1 Performance.

Consultant shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Consultant has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

2.2 Project Related Requirements.

Consultant is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Consultant and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

3.0 INDEMNIFICATION.

3.1 Consultant shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Consultant, its agents, employees, partners, or subcontractors.

3.2 Further, Consultant shall fully indemnify, defend, and hold the harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Consultant's products or GRU's operation or use of Consultant's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Consultant's opinion is likely to become the subject of such a suit, Consultant may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Consultant is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Consultant shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

3.3 Consultant's obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Consultant (1) written notice of any action or threatened action, (2) defending the action at Consultant's sole expense. Consultant shall not be liable for any costs or

expenses incurred or made by GRU in any legal action without Consultant's prior written consent, which will not be unreasonably withheld.

3.4 The provisions of this section shall survive the termination or expiration of this Contract.

4.0 DAMAGE TO WORK.

Until final acceptance of the Work by GRU, Work will be under the charge and care of Consultant who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Consultant will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Consultant's own risk. Consultant is not relieved of a requirement of the specifications on the plea of error.

5.0 DISPUTES.

If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty 20 business days after giving of notice. If the dispute is not resolved within thirty 30 business days after giving notice, or such later date as may be mutually agreed, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If the dispute requires arbitration, the dispute will be submitted to and finally resolved by arbitration under the Rules of the AAA. The location of the arbitration will be Alachua County, Florida. The decision of the arbitrator will be final and binding upon both Parties, and neither Party will seek recourse to a law court or other authority to appeal for revisions of the decision.

6.0 DELAY.

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Consultant's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Consultant elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Consultant's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Consultant is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

7.0 DEFAULT.

If Consultant should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Consultant, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Consultant should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Consultant of its intent to terminate and such default should continue unremedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Consultant will be liable to GRU for any damages resulting from such default.

8.0 TERMINATION.

8.1 Termination for Convenience.

GRU may, by providing thirty 30 calendar days written notice to Consultant, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Consultant shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Consultant for goods and services accepted as of the date of termination, and for Consultant's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

8.2 Termination for Cause (Cancellation).

GRU may terminate this Contract for cause if Consultant materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- (c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- (d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- (e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- (f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Consultant.

8.3 Funding out Clause.

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Consultant with thirty (30) calendar days written notice to Consultant.

9.0 FORCE MAJEURE.

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

10.0 LIMITATION OF GRU'S LIABILITY.

To the fullest extent permitted by law, GRU shall not be liable to Consultant for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

11.0 MINIMUM QUALIFICATIONS.

The Consultant/Project Manager assigned to the project must have a minimum of five years consulting experience conducting cost of service and rate design studies for at least 3 utility clients, following FERC and or NARUC guidelines, whom may be used as references. Please provide the company name, date the services were performed and contact information for the client's project representative.

12.0 AUTHORIZED REPRESENTATIVES.

12.1 The Purchasing Representative for this Contract is Elizabeth Mattke. Questions regarding this Solicitation and the administration of the resulting Contract shall be directed to Elizabeth at mattkeel@gru.com.

12.2 The Project Representative for this contract is Kristy Mitchell who may be contacted at Mitchellkl@gru.com.

12.3 The Consultant/Project Manager is _____.

13.0 REPLACEMENT OF CONSULTANT/PROJECT MANAGER.

13.1 The Consultant/Project Manager to be assigned to the GRU contract shall require prior written approval by the authorized GRU representative. Any replacement Consultant/Project Manager must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes' of the replacement Consultant/Project Manager may be required to be submitted to GRU for review. GRU reserves the right to interview the replacement Consultant/Project Manager prior to approval.

13.2 The Consultant will be responsible for the briefing of the replacement Consultant/Project Manager as to the status of the project and at no expense to GRU.

14.0 WORK HOURS.

GRU normal business hours are Monday through Friday 8:00 AM to 5:00 PM. Consultant may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

15.0 PERFORMANCE TIME.

Consultant shall complete the Work no later than the date set forth in the Contract. Consultant further understands and agrees that time is of the essence. If Consultant fails to complete the Work on or before the date established for Final Completion, then Consultant will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

16.0 COMPLETION OF WORK.

16.1 Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

16.2 Final Completion: The date that GRU receives and agrees with written notice from the Consultant stating that the Work has been completed and is ready for final payment.

17.0 INSURANCE.

Consultant shall meet the minimum insurance requirements at all times as required by law and GRU. Consultant shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Consultant shall procure and maintain insurance with coverage amounts as required. Consultant must furnish

GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

18.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation:	
(a) State	Statutory
(b) Applicable Federal	Statutory
(c) Employer's Liability	\$500,000 per Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
Excess Liability	\$1,000,000

19.0 WARRANTY/GUARANTEE.

- 19.1 Consultant warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Consultant agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period. No provision contained in the Specifications shall be interpreted to limit Consultant's liability for defects.
- 19.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Consultant will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Consultant must indicate if any warranty is being provided by either Consultant or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Consultant must provide such warranty to GRU or must state as a Clarification and Exception the reason Consultant is not able to provide such warranty.
- 19.3 All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

20.0 ORDER OF PRECEDENCE.

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- e. GRU Supplemental Conditions
- f. GRU General Conditions
- g. GRU Instructions
- h. Consultant Response

ATTACHMENT 3
TECHNICAL SPECIFICATIONS / STATEMENT OF WORK

1.0 PURPOSE.

Gainesville Regional Utilities (GRU) is requesting proposals from experienced and qualified utility rate consultants in response to this Request for Proposal (RFP) to provide cost of service and utility rate studies for the electric, water, wastewater, and gas systems. GRU is a municipal utility and an enterprise fund of the City of Gainesville (City). These costs of service and utility rate studies will provide information regarding the adequacy of current rate structures and propose the most appropriate structure for all utility rates assessed by GRU. These studies will include, but not be limited to, determination of appropriate delineation of customer rate classes, equity between these classes, appropriateness of overall rate levels, stability of revenue streams to GRU, conservation incentives, economic development incentives, and grid connected distributed generation as it impacts both participants and non-participants.

The proposal should detail the firm's conceptual approach in the analysis, design and development of rate structures that address future system capital improvement requirements, debt service, general fund transfer to the City, adequate levels of reserves, long-term maintenance and operations of the respective utilities, and compliance with various regulatory requirements. Recommendations also shall be compatible with the current SAP billing system software.

2.0 BACKGROUND.

GRU owns and operates an electric system, water system, wastewater system, natural gas system and telecommunications system operated as a single combined municipal utility (the "System").

GRU has approximately 95,000 electric customers, 72,000 water customers, 64,000 wastewater customers, 35,000 natural gas customers, and 6,000 telecommunications customers with combined system revenues, including fuel, of approximately \$420,000,000 annually.

GRU performs in-house cost-of-service studies for four of its five utility systems, excluding the telecommunication system, on an annual basis. Revenue requirements and rate development are also performed by GRU staff. External cost-of-service studies were also commissioned in 2012 and 2015. These periodic external studies served to facilitate discussions of rates with the City Commission during previous budget hearings. GRU now has a Utility Advisory Board (UAB) who will also be involved in the discussion of rates going forward.

3.0 PROJECT SCOPE.

The selected firm ("Consultant") shall provide the studies and analysis described for the electric, water, wastewater, and natural gas systems. Each of these items shall be a required component of the response to this RFP, unless otherwise noted.

3.1 Cost-of-Service Studies

The cost-of-service studies will:

- Utilize audited financial statements for fiscal year 2016 and the results will include recommendations to be incorporated into the proposed budget for fiscal year 2019.
- Allocate costs among customer classes for each system.

- Identify the proportion of costs associated with usage charges for each system as they apply to the unbundling of prices as defined in the GRU billing system to include:
 - Electric – (1) Generation, (2) Transmission, and (3) Distribution
 - Water – (1) Supply and Treatment, (2) Transmission and (3) Distribution
 - Wastewater – (1) Collection and (2) Treatment
 - Natural Gas – (1) Distribution and (2) Transmission

The selected firm shall also perform an additional water system cost-of-service study analyzing the cost to provide wholesale water service to the On-and-Off Campus accounts of University of Florida to be used in development of the rates.

3.2 Rate Review and Design

The Consultant shall review the appropriateness and adequacy of the current rate structures for all systems, including customer charges and usage rates, as well as tiers (billing blocks) where applicable. Following a review of each system's existing rates, the firm shall develop alternative rate designs and show the impact of each design compared to the existing rate structure, to customers' bills, and GRU's financial condition and future stability.

The recommended rates for each system shall recover adequate revenue to cover the costs of operation and maintenance expenses (O&M), general fund transfers, capital projects, debt service on existing and future debt issues, reserve requirements, and the funding of Utility Plant Improvement Fund (UPIF) pursuant to GRU's Amended and Restated Utilities System Revenue Bond Resolution.

3.2.1 Electric System – Retail Rates

- Residential and Commercial Rates including monthly customer and usage charges including options for tier structures of energy charges.
- Option for rate structure that includes various scenarios for future projects.
- Options for demand billing for all customers.
- Residential and Commercial Time-of-Use Rates and definition of on- and off-peak hours.
- Net Metering Customer Charges/Standby Rate.
- Outdoor Lighting and corresponding pole charges (not pole attachment fees).
- Environmental cost recovery factor applicability and rate.
- Regulatory assets/liabilities rate recoveries.

3.2.2 Water System – Retail Rates

- Residential and Commercial Rates including monthly customer and usage charges including tier structures.
- Residential and Commercial Irrigation rates.
- Regulatory assets/liabilities rate recoveries.
- Water connection Charges (System Development Charges)

3.2.3 Water System – Wholesale Rates

- University of Florida water rates for both on- and off-campus accounts in accordance with methodology as defined in the contract.
- City of Alachua Wholesale rate applicability.
- Regulatory assets/liabilities rate recoveries.

3.2.4 Wastewater System – Retail Rates

- Residential and Commercial Rates including monthly customer and usage charges. Options for methodologies to establish wastewater billing volumes.
- Regulatory assets/liabilities rate recoveries.
- Wastewater Connection Charges (System Development Charges)

3.2.5 Natural Gas (LDC) System – Retail Rates

- Residential and Commercial Rates including monthly customer and usage charges.
- Regulatory assets/liabilities rate recoveries.

3.2.6 Service Charges for all Electric, Water, Wastewater, and Natural Gas

- Service Charges for installation or turn on service; meter re-read; field visits, delinquent disconnection of each or combination of gas, electric and water; guarantee credits; and related fees in this category.
- Same day service, holiday/weekend, after hours fees.
- Revenue protection fees – unauthorized service investigation.

4.0 DELIVERABLES AND REQUIRED TIMELINE

Consultant shall:

- Prepare a draft report compiling all of the Consultant's results and associated recommendations. The Consultant shall review interim study findings with staff at least one week prior to October 20, 2017.
- Document the results of the studies and rate designs in a project report, including technical appendices containing the detailed analysis which shall be provided in final form by November 17, 2017.
- Prepare and present final report to executive staff, UAB, and the City Commission (a minimum of 3 presentations). Anticipated schedule is to present to GRU executive staff in December 2017, to UAB in January 2018 and to City Commission in February 2018.

GRU shall:

- Provide requested information within 2 weeks of the contract effective date.
- GRU shall have the opportunity to provide feedback to the Consultant no later than October 20, 2017.
- Confirm presentation dates 2 weeks in advance.