



GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

Solicitation No. 2015-024

Issue Date: January 7, 2015

Due Date: February 5, 2015 @ 2:00 p.m.

Meeting: A mandatory pre-proposal meeting will be held on January 21, 2015 @ 10:30 a.m. The location of the meeting is the GRU Administration Building, 301 S.E. 4th Ave., Gainesville, FL.

**REQUEST FOR PROPOSAL (RFP)
FOR
TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL
OF DEWATERED BIOSOLIDS**

NOTE: It is the Respondent's sole responsibility to check the GRU Web Site for Addendums and Communication.

<http://www.gru.com/ourCommunity/content/biosolidsrecycling.aspx>

Purchasing Representative:
Dana L. Gauthier, C.P.M.
Senior Buyer
Phone: (352) 393-1250
Email: gauthierdl@gru.com

Project Representative:
Anthony L. Cunningham, P.E.
Water/Wastewater Engineering Director
Phone: (352) 393-1615
Email: cunninghaal@gru.com

Gainesville Regional Utilities
301 S.E. 4th Avenue
Gainesville, FL 32601

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INTRODUCTION

1.0 PURPOSE

Gainesville Regional Utilities (GRU) is requesting Proposals from qualified Respondents regarding their ability to transport and beneficially reuse or dispose of dewatered biosolids cake produced by GRU's water reclamation facilities (WRFs).

It is GRU's intent to assure that its biosolids are beneficially reused or disposed of in an environmentally responsible, regulatory compliant manner (Federal, State, County, and City). To this end, GRU seeks Proposals from Respondents regarding beneficial reuse and/or disposal methods for GRU's biosolids including, but not limited to composting, land application, fertilizer production, energy production, landfilling or other uses.

The Respondent's biosolids beneficial use methods may be by application to farm lands, composting, or by other approved off-site beneficial use methods. Disposal shall be at an approved sanitary landfill. The Respondents must either have all permits and approvals or provide a description of how the Respondent will go about obtaining the permits and approvals necessary for the beneficial reuse or disposal program detailed in the Proposal.

The Proposals submitted by Respondents shall describe how the Respondents will receive, transport, and reuse or dispose of GRU's biosolids.

2.0 GRU BACKGROUND

The City of Gainesville, Florida, doing business as Gainesville Regional Utilities (GRU), was established in 1912. Owned by the City of Gainesville, GRU operates under its home rule powers and pursuant to its Charter. The City owns and operates the combined GRU system (the "System"), which provides the City and certain unincorporated areas of Alachua County with electric, natural gas, water, wastewater, and telecommunications service. The water and wastewater systems were established in 1891.

GRU is governed by a seven-member city commission who is elected by Gainesville city residents to three-year terms and who may prescribe, revise, and collect fees or charges for GRU services and facilities in connection with its sewerage system. Since its formation, GRU's service area has grown through annexations and consolidations and GRU's present service area covers approximately 125 square miles. GRU operates and maintains two water reclamation facilities, Main Street Water Reclamation Facility (MSWRF) and Kanapaha Water Reclamation Facility (KWRF), with a combined treatment capacity of 22.4 million gallons per day (MGD). GRU operates a wastewater collection system which includes approximately 165 lift stations and over 765 miles of wastewater collection system pipelines. GRU provides wastewater service to a population of approximately 185,000 people.

GRU's water reclamation facilities currently treat and reclaim a combined total of approximately 16.3 MGD average annual daily flow of wastewater using activated sludge, secondary sedimentation, tertiary sand filtration, and disinfection. All of the effluent from the water reclamation facilities is beneficially reused for aquifer recharge, environmental restoration, industrial cooling, and/or irrigation at residences, commercial properties, golf courses, parks, and gardens. Currently, biosolids at both KWRF and MSWRF are aerobically digested to produce Class B biosolids in accordance with Title 40 CFR Part 503. Biosolids are currently thickened to produce a solids content of approximately six percent (6%) and hauled to a farm in Alachua County where they are land applied as a liquid (about 3,400 dry tons per year).

Recent changes in the Alachua County Land Development Code pertaining to Class B biosolids land application sites have resulted in onerous and costly requirements that have made land application at GRU's existing site in Alachua County infeasible. As a result, GRU entered into a Settlement Agreement and Consent Order with Alachua County that allows GRU to continue its current land application program until February 22, 2016. After that date GRU must cease land application of Class B biosolids at the current site.

By late 2015 or early 2016, the GRU's biosolids will be dewatered to approximately 20% percent solids. To accomplish this GRU is currently constructing a biosolids dewatering facility at the KWRF site located at 3901 SW 63rd Blvd, Gainesville, Florida, which will dewater biosolids from both KWRF and MSWRF using high speed centrifuges. GRU will transport thickened solids from MSWRF to the dewatering facility at KWRF. GRU expects to produce approximately fifty (50) to seventy (70) wet tons per day of biosolids on an annual average basis (see GRU Biosolids Generation Estimates Table "ATTACHMENT A"). The purpose of this RFP is to obtain Proposals from potential Respondents that would receive dewatered biosolids from GRU's dewatering facility and beneficially reuse or dispose of these biosolids. Regarding the quality of biosolids that GRU can generate for Respondent handling, the following two alternatives are available:

- 2.1 Digested Class B Biosolids – Under this scenario, GRU would continue to operate the aerobic digesters at its WRFs to produce biosolids that meet Title 40 CFR Part 503 Class B pathogen reduction requirements, but **not** Class B vector attraction reduction requirements.
- 2.2 Partially Digested Biosolids – Under this scenario, GRU would utilize some of its existing tanks to provide aerated storage of biosolids. The biosolids produced by GRU may not meet Class B requirements for pathogen reduction or vector attraction reduction. The Respondent receiving GRU's biosolids would perform whatever treatments are necessary to meet regulatory requirements for the final reuse or disposal method.

The choice of whether GRU produces digested or partially digested biosolids will depend on the requirements of the Respondent receiving the biosolids. GRU intends to consider Respondents that can receive the partially digested biosolids as well as Respondents that require digested Class B biosolids. Partially digesting the biosolids requires less energy than digesting to Class B. However, partial digestion also results in greater mass of biosolids to reuse/dispose. In evaluating the proposals, GRU will perform a cost analysis that includes GRU's energy cost for digestion as well as the cost that GRU would pay the Respondents to receive and reuse/dispose of the biosolids.

3.0 ADDITIONAL GRU BIOSOLID AND WATER RECLAMATION FACILITY DOCUMENTATION

The following GRU biosolids documentation is available to Respondents by contacting the GRU Purchasing Representative (Ms. Dana Gauthier) via e-mail, by phone or by visiting the GRU website <http://www.gru.com/ourCommunity/content/biosolidsrecycling.aspx>

- 3.1 [GRU Biosolids Management Plan](#) (February 2008)
- 3.2 [GRU Biosolid Management Plan Update](#) (November 2010)
- 3.3 [GRU 2013 Biosolids Summary Report](#) (February 2014)
- 3.4 [GRU New Dewatering Facility Rendering](#)

For more information on the GRU Kanapaha Water Reclamation Facility (KWRF) and Main Street Water Reclamation Facility (MWRF) visit GRU's website. <http://www.gru.com/MyHome/ProductsServices/Wastewater.aspx>

INSTRUCTIONS

1.0 DEFINITION OF TERMS.

- 1.1 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.
- 1.2 Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- 1.3 Amendment: A written change made to a contract by mutual agreement of the Parties.
- 1.4 Assignment: Legal transfer of a contract from one Party to another.
- 1.5 Best and Final Offer (BAFO): The final proposal submitted after competitive negotiations are completed that contains the Respondent's most favorable terms.
- 1.6 Bid: The written response to a Solicitation.
- 1.7 Completion Date: The date by which the Work is required to be completed.
- 1.8 Contract: Any written agreement between two or more parties which is definite enough to be enforced consisting of the following elements: offer, acceptance, consideration and capacity.
- 1.9 Critical Path (CP): The longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted.
- 1.10 Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- 1.11 Due Date: The date the response is due.
- 1.12 Free on Board (FOB) Destination: The contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- 1.13 Lead Time: The period of time from date of ordering to date of delivery, including the time required for the vendor to manufacture or prepare the goods for shipment.
- 1.14 Limitation of Liability: Provision to reduce or eliminate the potential for direct, consequential, special, incidental, and indirect damages should there be a breach of contract.
- 1.15 Liquidated Damages: An amount of money, designated in a solicitation and as part of a contract, to be calculated on a per diem or other basis and paid upon default of a contract.
- 1.16 Non – Responsive: A response that does not meet the material requirements of the solicitation.
- 1.17 Notice to Proceed: A notice issued to the selected Respondent that authorizes the Work to commence on the stated date.
- 1.18 Redacted: The censoring of part of a Response.
- 1.19 Respondent: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- 1.20 Response: A written document submitted by a Respondent in reply to Solicitation.
- 1.21 Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- 1.22 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.
- 1.23 Sovereign Immunity: Refer to Florida Statute FS768.28 for definition.
- 1.24 Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- 1.25 Term of Agreement: Duration of the Contract.
- 1.26 Work: Physical or mental effort or activity directed toward the production or accomplishment of something such as deliverables.

2.0 PRE-PROPOSAL MEETING.

A **mandatory** meeting will be held on January 21, 2015 **beginning at 10:30 a.m.** at the GRU Administration Building in the Multipurpose Room located at 301 S.E. 4th Avenue, Gainesville, Florida. Proposals will only be accepted from companies that had a representative in attendance at the pre-proposal meeting.

Those needing special accommodations must contact the GRU Representative at least two (2) business days prior to the scheduled meeting.

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 cost, progress, and 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 Proposal 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 less than seven (7) business days prior to the Response due date/time 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 memorialized 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.
- 4.4 All Addendums and communications associated with this RFP will be posted and made available to download on the GRU Web Site at the following web address:
<http://www.gru.com/ourCommunity/content/biosolidsrecycling.aspx>
It is the sole responsibility of all Respondents to check the GRU Web Site for any and all Communication and Addendums issued associated with this RFP.

5.0 MINIMUM THRESHOLD CRITERIA

In order for Respondent's proposal to be considered it must meet the following minimum criteria. Failure to meet these criteria will cause the response to be deemed non-responsive.

- Service will be provided through existing permitted facility(ies) with sufficient capacity and history of consistent compliance; OR the process that the respondent proposes to use must be in operation (by

either the Respondent or by other parties) at other locations receiving similar quantities and quality of biosolids and with a history of consistent compliance;

- Respondent must be able to obtain the necessary permits and be able to begin receiving GRU's biosolids by December 1, 2015. If the process that the Respondent intends to use for GRU's biosolids cannot be permitted and operational by December 1, 2015, the Respondent must include an interim plan for the Respondent to begin receiving GRU's biosolids by December 1, 2015;
- Ability to receive biosolids 4 to 5 days/week 52 weeks/year during normal working hours, Monday through Friday 7:00 am to 7:00 pm;
- Biosolids processing facilities will not be constructed on GRU properties; and
- Contract duration cannot exceed 20 years with a minimum of 5 years.

6.0 RESPONSE SUBMITTALS.

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

6.1 Description of Proposed Process

- a. Describe the proposed process for biosolids transportation and beneficial reuse or disposal.
- b. Indicate whether the proposed process will receive Digested Class B Biosolids (as described in Section 2.1 of the INTRODUCTION) or Partially Digested Biosolids (as described in Section 2.2 of the INTRODUCTION), or if it has the ability to receive either one.

6.2 Company Background and Experience

Provide Respondent's general background including a summary of previous experience including the following:

- a. Description of biosolids processing experience including a list of permitted facilities;
- b. Number of years of experience in biosolids processing with similar types of biosolids; and
- c. Number of years Respondent's company has been in business
- d. Describe the organizational structure of the Respondent, location of headquarters, number of facilities and offices, and number of employees.
- e. Provide in a separate envelope a copy of the most recent annual financial statement or report. Mark the envelope with the Respondent's company name and the words "Financial Statement - Confidential".

6.3 Permitting / Regulatory Compliance

- a. Will the Respondent utilize an existing permitted facility (ies) with sufficient capacity and compliance history to handle GRU biosolids?
 - i. If not, explain how permitting would be obtained for the new facilities that will be utilized.
 - ii. Can the permits for the new facilities be obtained by December 1, 2015 to haul and receive GRU biosolids?
 - iii. If new facilities are unable to be permitted by December 1, 2015, provide a timeline of when permits will be obtained for the new facilities, and describe the interim plan and process and how the interim plan will be permitted.
- b. Provide a history of compliance with applicable regulations for the Respondent's operation of facilities similar to the facilities that will be utilized for the proposed process.
- c. Can the Respondent receive GRU biosolids 4 to 5 days/week, 52 weeks/year during normal work week hours, Monday through Friday 7:00 am to 7:00 pm?
- d. Can the Respondent manage GRU biosolids without constructing any processing facilities on GRU property?

6.4 Risk of Process Disruption

- a. Does Respondent currently use the proposed process to receive and reuse or dispose of biosolids from other municipalities? If so please provide the following:
 - i. List of existing locations where the Respondent is utilizing this process and how long each location has been in operation; and
 - ii. List of current contracts with municipalities for which the Respondent is using this process.
- b. If the Respondent does not have existing facilities that use this process, cite other facilities at which this process is being used successfully to receive and reuse or dispose of municipal biosolids.
- c. Explain potential impacts of regulatory changes on the viability of the proposed process.
- d. In the event Respondent is unable to process biosolids for a period of time due to mechanical failure, process upset, weather, or other events, what are the contingency plans to ensure that the Respondent continues to receive GRU biosolids?

6.5 Operation Flexibility

- a. Can your process accommodate variations in GRU operations and needs with varying hauling volumes, time and days for management and preparations for holidays, WRF maintenance activities, storm events, and other events that may require adjustments in the schedules for the transportation and acceptance of biosolids?
- b. Does your process have the ability to receive either dewatered partially digested biosolids or waste activated sludge biosolids, OR does it require digested Class B biosolids (as described in Section 2.0 of the INTRODUCTION)?

6.6 Enhanced Environmental Benefits

- a. Describe how this process is environmentally beneficial or responsible.
- b. Are nutrients recycled and how?
- c. Does the process require minimal energy and/or is there energy recovery?
- d. Are there any other environmental benefits?

6.7 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.

6.8 Local Economic Benefits

Does the Respondent proposed process create jobs within Alachua County or provide income or other economic benefits to the City or businesses within Alachua County.

6.9 Price and Contract Duration

- a. Indicate the ability of the Respondent to provide the proposed service to GRU for contract durations of 5 years, 10 years, and 20 years.
- b. For each of the above contract durations that the Respondent can provide, indicate the price in dollars (\$) per wet ton that the Respondent will charge GRU for that duration. If the price will escalate over the contract period, indicate the basis and/or amount the price will escalate.

6.10 Provide the Respondent's Certification Form located in the FORMS Section.

6.11 Provide Drug-Free Work Place Certification Form located in the FORMS Section.

6.12 Living Wage Ordinance

The Living Wage Ordinance applies to this Solicitation. The ordinance can be found at www.cityofgainesville.org. The Living Wage Decision Tree is attached.

The Living Wage ordinance, Ordinance 020663, as amended by Ordinance 030168, as shown on the City of Gainesville's web page, applies to certain contracts for specific "Covered Services," and may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Responders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the contract amount exceeds the threshold amount, the Respondent meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be **\$11.4663** per hour (Living Wage with Health Benefits) or **\$12.72** per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached hereto, prior to GRU executing the Contract. Once executed, such certification will become a part of this Contract; however, failure to sign such certification will prevent execution of the Contract, may result in forfeiture of any applicable solicitation or proposal bond, and could result in other adverse action.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize GRU to withhold payment of funds until the living wage requirements have been met.

(2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, GRU shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

Provide Certification of Compliance with Living Wage Form located in the FORMS Section.

7.0 PROPOSAL PREPARATION.

7.1 The Proposal shall be submitted in the following format with all the necessary documentation to demonstrate Respondent's ability to perform this service and must follow the question by question format as shown and sequenced as ordered in Section 6 of the INSTRUCTIONS.

7.2 Any confidential information must be submitted in a separate envelope and marked confidential.

- 7.3 All blanks on the Respondent's Certification Form located in (FORMS) must be legibly completed in ink (computer printed, typed or handwritten) and submitted with your Response.
- 7.4 A Proposal 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.
- 7.5 A Proposal 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.
- 7.6 The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- 7.7 Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.
- 7.8 Costs for developing a response to the Solicitation are the sole obligation of the Respondent.
- 7.9 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.
- 7.10 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.

8.0 SCHEDULE OF RFP EVENTS.

Dates of events proposed after the Proposal due date are only estimated and are subject to change if it is in GRU's best interest to do so.

RFP Issue Date	January 7, 2015
Mandatory Pre-Proposal Meeting	January 21, 2015 @ 10:30 a.m. Eastern Time
Last day for questions	January 28, 2015 @ 5:00 p.m. Eastern Time
Last Addenda for answering questions issued	February 2, 2015
RFP Response due date	February 5, 2015 @ 2:00 p.m. Eastern Time
Evaluation of the Proposals	February 6, 2015 – February 20, 2015
Oral Discussions	TBD if Necessary
Intent to Award Issued	February 20, 2015 – March 6, 2015
City Commission Approval	April 2, 2015

9.0 DEVIATIONS FROM SPECIFICATIONS.

- 9.1 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.

- 9.2 GRU reserves the right to waive clarifications and exceptions to the Solicitation if determined by GRU to be in GRU's best interest.

10.0 RFP PROPOSAL.

- 10.1 **Proposal 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 Proposal received after 2:00 p.m. will not be considered.** Proposals shall be sealed and plainly marked on the outside of the envelope with both the project number and the project name. Proposal must be completed and signed in ink in space(s) provided or will be subject to rejection. Proposal **may not be** submitted by facsimile or e-mail.
- 10.2 Proposals will be publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended award, or within thirty (30) calendar days after the opening of Proposals, whichever occurs first. Prices may be read at the public Solicitation opening at the sole discretion of Utilities Purchasing.
- 10.3 The Respondent's Certification Form must be submitted with the Proposal and enclosed in a nontransparent sealed envelope, marked with the project title and Respondent's name and address. **One (1) original, four (4) paper copies and one (1) electronic copy** of the Proposal should be provided. If required, a Bid Bond and other documents must be provided with the Proposal. If a Bid Bond is required by the Solicitation and not included, the Proposal will be deemed non-responsive.
- 10.4 A "Non-Submittal" form has been provided for those who choose not to participate in the Solicitation.
- 10.5 Multiple proposed solutions or processes will be accepted, however, each proposed solution or process must be presented as a complete Proposal in separate sealed envelopes in order to be considered.

11.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.

- 11.1 A Proposal may be modified or withdrawn if a written request is submitted and physically received by GRU Purchasing before the Proposal due date and time.
- 11.2 After Proposals have been opened, corrections to the Proposal 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.

12.0 BID BOND.

A Bid Bond is not required.

13.0 TERMS OF AWARD.

- 13.1 Award will be made to the best evaluated Respondent(s) based on cost, risk, flexibility, enhanced environmental benefits, local economic benefit, and local preference and as GRU determines to be in its best interest. The following is the breakdown in weights assigned to each criteria for which the evaluation will be based on.

Annualized Operating Cost - 45%

- Annual Cost (\$/yr) to perform the work over the proposed contract durations.
- If the Respondent will receive Partially Digested Biosolids rather than requiring Digested Class B Biosolids, the incremental cost savings to GRU for not having to digest the biosolids will be considered in the calculating the annual operating cost.

Risk – 20%

- Risk of process failure or insufficient capacity to consistently handle biosolids material volumes & acceptable contingency plan with company resources to support the plan
- Financial strength (profitable, years in business, established company, etc.)
- Company compliance record
- Risk of permit and regulatory noncompliance due to regulatory changes

Flexibility – 20%

- Duration of contract (shorter provides greater flexibility)
- Accommodate variation in GRU operations/needs (i.e. hauling volumes/times/days/holidays, maintenance, storm events, cost saving operational adjustments)
- Accommodate variation in GRU biosolids quality/quantity and digestion levels

Enhanced Environmental Benefits – 5%

- Nutrients recycled
- Low energy usage &/or Energy Recovery
- Other Environmental Benefits

Local Economic Benefits – 5%

- Creates jobs in Alachua County, or provides income or other economic benefits to the City or to businesses within Alachua County

Local Preference – 5%

- In accordance with City of Gainesville Ordinance. See FORMS

- 13.2 GRU reserves the right to reject any and all Proposals, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Proposals. 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.
- 13.3 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.
- 13.4 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 Proposals must remain valid for sixty (60) calendar days from the Solicitation due date.
- 13.5 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.
- 13.6 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.
- 13.7 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.

14.0 RESPONSE EVALUATION PROCEDURES.

Proposals will be evaluated as follows:

- Step 1. An Evaluation Committee consisting of four (4) members will screen all submitted Proposals to ensure compliance with the MINIMUM THRESHOLD CRITERIA listed in Section 5.0 of the INSTRUCTIONS. Respondents **not** meeting the minimum threshold criteria will be deemed nonresponsive and notified via a letter with an explanation as to why they were deemed nonresponsive.
- Step 2. Proposals meeting the MINIMUM THRESHOLD CRITERIA will be evaluated in accordance with the evaluation criteria set forth in Section 13.1 of the INSTRUCTIONS. The Evaluation Committee may recommend a Contract award on the basis of initial Proposals without further clarification, discussions, or negotiations. Therefore, initial Proposals should contain the Respondent's best terms and pricing. GRU will then recommend award to the best evaluated, responsive, responsible Respondent to the City Commission for approval.
- Step 3. GRU reserves the right to conduct oral discussions with Respondents if deemed necessary. Instructions will be provided regarding the nature of the discussion.
- Step 4. Upon completion of the oral discussions, if necessary, GRU will finalize the ranking of the Proposals based on the evaluation criteria as listed in Section 3.1. GRU will then recommend award to the best evaluated, responsive, responsible Respondent to the City Commission for approval.

Evaluation Committee Public Meeting Notices will be posted at least five days in advance in the GRU Administration Building Lobby Bulletin Board and the GRU Open Bids web address:

<https://apps.gru.com/WorkWithGRU/bids.jsp>

15.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

- 15.1 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in sec. 287.017, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."
- 15.2 Respondent is responsible for compliance with current policies regarding debarment / suspension / termination which have been issued by the Utilities Purchasing Division.
- 15.3 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.

16.0 DISCLOSURE, CONFIDENTIALITY AND PUBLIC RECORDS.

- 16.1 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. Proposals 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:

- 16.2 Proposals 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.

17.0 CONFIDENTIAL INFORMATION.

Upon receipt by GRU, Proposals 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.

18.0 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.

19.0 COLLUSION.

- 19.1 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.
- 19.2 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.

20.0 CONTRACT.

Before GRU can enter into a Contract with the best evaluated, responsive, responsible Respondent, GRU must obtain City Commission Approval. A draft copy of GRU's Contract with General Terms and Conditions

is provided following this Section. GRU will negotiate the terms of the Contract with the successful Respondent once approval has been obtained by the City Commission.

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND COMPANY NAME**

FOR

TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS

THIS CONTRACT is made and entered into this ____ day of _____, _____, 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 _____ (“Contractor”), a _____ corporation, with its principal place of business at _____, collectively referred to as Party or Parties, respectively.

WHEREAS, GRU requires _____ for the period commencing upon execution of a contract; and

WHEREAS, GRU issued a Solicitation on _____ for _____; and

WHEREAS, Contractor submitted a Response dated _____, to provide _____; 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. Contractor shall _____
2. GRU shall pay to the Contractor for the faithful performance of this Contract. Adjustments to the contract price may be requested by the Contractor at least sixty (60) calendar days prior to the anniversary date of the contract each year. Any negotiated price change shall become effective on the anniversary date of that year. The Contractor shall provide documentation for any price increase and the price increase shall not exceed the Consumer’s (CPI) or Producer’s Price Index (PPI) for the product during the previous twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

TERM OF AGREEMENT.

1. The term of the Contract shall be _____, commencing on _____ and terminating on _____.
2. The Contract may be extended for _____, upon mutual agreement of the parties and negotiation of the contract prices.
3. The Contract may be extended for up to an additional six (6) months to allow for completion of a new Contract.

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: _____
Ronald G. Herget, P.E.
Interim Water/Wastewater
Assistant General Manager

Approved as to form and legality:

Shayla L. McNeill
Utilities Attorney

Utilities Purchasing Representative:

Dana L. Gauthier, C.P.M.
Senior Buyer

GENERAL TERMS AND CONDITIONS

1.0 CONDUCT OF THE WORK.

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

2.0 CONTRACTOR RESPONSIBILITIES.

2.1 Performance

Contractor will perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor 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.

Contractor 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 Contractor and accessible to employees. If applicable, additional requirements may be included in the Special Conditions. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

3.0 COOPERATION/ COORDINATION. *NOT APPLICABLE TO THIS CONTACT*

3.1 Access to Work Site

GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

3.2 Work by GRU

GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.

3.3 Work by Other Contractors.

GRU reserves the right to permit other contractors to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

3.4 Coordination.

Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other contractor's reasonable opportunity for the introduction and storage of their equipment and materials

and the execution of their Work concurrently and coordinating its Work with theirs in the best interest of GRU.

4.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications should 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.

5.0 INDEMNIFICATION.

- 5.1 Contractor is fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City, GRU, 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 Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor will not indemnify for that portion of any loss or damages caused solely by the negligent acts or omissions of GRU.
- 5.2 Further, Contractor will fully indemnify, defend, and hold harmless 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 Contractor's products or GRU's operation or use of Contractor'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 Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor will remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU will not be liable for any royalties if applicable.
- 5.3 Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor (1) written notice of any action or threatened action, (2) defending the action at Contractor's sole expense. Contractor will not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor's prior written consent, which will not be unreasonably withheld.

6.0 DAMAGE TO WORK. *NOT APPLICABLE TO THIS CONTRACT*

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor 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 Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

7.0 CHANGE ORDERS.

GRU will pay Contractor for the Work at the price[s] stated in the Contract. No additional payment will be made to Contractor 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. The following change orders may be issued without invalidating the Contract, if made in writing, signed by the authorized representative, and accepted by Contractor: orders that constitute changes within the general scope of Work, schedule, administrative

procedures not affecting the conditions of the Contract, and the Contract price (if under current applicable policies does not require City Commission approval).

8.0 NOTICES.

Notices to Contractor should be deemed to have been properly sent when electronically or physically delivered to Contractor. 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.

9.0 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 20 business days after giving of notice. If the dispute is not resolved within 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. There will be a panel of arbitrators, selected in accordance with the AAA rules. The location of the arbitration will be Alachua County, Florida or a mutually agreeable location. The decision of the arbitrators 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.

10.0 DELAY. *NOT APPLICABLE TO THIS CONTRACT*

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 Contractor'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 Contractor 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 Contractor'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. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

11.0 DEFAULT.

If Contractor 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 Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work under the Contract, or it 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 Contractor 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. Contractor will be liable to GRU for any damages resulting from such default.

12.0 TERMINATION.

12.1 Termination for Convenience - *Not Applicable to this Contract*

GRU may, by providing 30 calendar days written notice to Contractor, terminate the Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor must 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 will pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual, 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.

12.2 Termination for Cause (Cancellation)

GRU may terminate the Contract for cause if the Contractor materially breaches the 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 Contractor.

12.3 Funding out Clause - *Not Applicable to this Contract*

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause upon thirty (30) calendar day's written notice to Contractor.

13.0 FORCE MAJEURE.

No Party to this Contract will 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 Contractor or Supplier or Contractor 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) will 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.

14.0 LIMITATION OF GRU'S LIABILITY.

At no time during the term of this Contract or any subsequent extensions should GRU be liable to Contractor, its employees, representatives, agents, suppliers, or subcontractors for any anticipated profits, or incidental damages.

15.0 WARRANTY/GUARANTEE. *NOT APPLICABLE TO THIS CONTRACT*

15.1 Contractor 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. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the warranty period stated in the Special Conditions. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects.

15.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor 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, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.

16.0 PAYMENT.

16.1 Invoicing

Contractor 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.

16.2 Required Information

Contractor's itemized invoices should 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.

16.3 Payment Terms

Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor should 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.

16.4 Lien Release

Before the final acceptance of the Work and payment by GRU, Contractor should 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 Contractor under this Contract until the liability has been discharged.

16.5 Final Payment/Acceptance

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

17.0 COMPLIANCE WITH LAWS AND REGULATIONS.

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

18.0 GOVERNING LAW, VENUE, ATTORNEY’S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract will be construed according 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 will be in Alachua County FL; (2) each party will bear its own attorneys’ fees except to the extent that Contractor agreed to indemnify GRU as described in Section 5 above, including appeals; and (3) for civil proceedings, the parties hereby waive the right to jury trial.

19.0 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*.

20.0 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 will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

21.0 ASSIGNMENT.

GRU or Contractor will not assign, in whole or in part, any right or obligation under the Contract, without the prior written consent of the other Party.

22.0 AUDIT OF RECORDS.

Contractor shall maintain records sufficient to document completion of the scope of services established by the contract. These records shall be subject at all reasonable time 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 settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

23.0 NONEXCLUSIVE REMEDIES.

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

24.0 ADVERTISING.

Contractor must 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 Contractor’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.

25.0 MODIFICATION OF TERMS.

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations will be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, will be valid or binding unless authorized by GRU. Contractor 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 Contractor's order or fiscal forms or other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment will not constitute acceptance of the proposed modification to terms and conditions.

26.0 WAIVER.

The delay or failure by GRU to exercise or enforce any of its rights under this Contract will 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.

27.0 DISCLOSURE, CONFIDENTIALITY, AND PUBLIC RECORDS.

- 27.1 "Confidential Information" includes, to the extent such information is defined in Sections 119.07 and 812.081, *Florida Statutes*, as trade secrets or data processing software, or otherwise exempt from the Florida Public Records Law. "Confidential Information" that is marked as "confidential" upon receipt, may include 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 or CONSULTANT, or any of its agents, representatives, or employees.
- 27.2 "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.
- 27.3 Florida has a very broad public records law. By entering into an agreement with GRU, the Contractor 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 this Contract and GRU may pursue all remedies for breach. In complying with the Florida Public Records Act the Contractor shall:
- a) Keep and maintain records related to this project that ordinarily and necessarily would be required by GRU in order to perform the service;
 - b) Coordinate and provide GRU 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;
 - c) Coordinate with GRU regarding all public records that may be exempt from public records disclosure requirements;
 - d) Meet all requirements for retaining public records and transfer, at no cost, to GRU all public records related to this project upon termination of project and destroy any duplicate 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.

28.0 SALES TAX.

Respondent's pricing should 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.

29.0 SAFETY AND SECURITY.

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested.

29.1 Confinement to Work Area/Parking.

Contractor's employees must stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees must park personal vehicles and equipment in areas designated by GRU.

29.2 Sanitation.

If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

30.0 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. Modification to Contract
- b. Contract
- c. Addenda
- d. GRU Technical Specifications
- e. GRU Special Conditions
- f. GRU General Conditions
- g. GRU Instructions
- h. Contractor Response

SPECIAL CONDITIONS

1.0 AUTHORIZED REPRESENTATIVES.

1.1 The Purchasing Representative for this Contract is Ms. Dana Gauthier. Questions regarding this Solicitation and the administration of the resulting Contract should be directed to Ms. Gauthier at (352) 393-1250 or via e-mail at gauthierdl@gru.com.

1.2 The Project Representative for this Contract is Mr. Tony Cunningham and his contact number is (352) 393-1615 and his e-mail address is cunninghaal@gru.com.

1.3 Contractor Representative for this Contract is: _____
Contact number is: _____
E-mail address is: _____

2.0 WORK HOURS.

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

3.0 INSURANCE.

Contractor must meet the minimum insurance requirements at all times as required by law and GRU. Contractor must notify GRU of any changes in coverage within seven (7) business days. Failure to maintain minimum coverage may result in breach of Contract. Contractor will procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

4.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts stated 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

5.0 LIQUIDATED DAMAGES.

In the event the Respondent is unable to receive and reuse or dispose of GRU's biosolids, the Respondent will be required to pay all of GRU's costs for transport and reuse or disposal by another means which GRU will determine at its sole discretion.

FORMS



SOLICITATION NO. 2015-024 FOR TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS

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.



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 Proposals 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

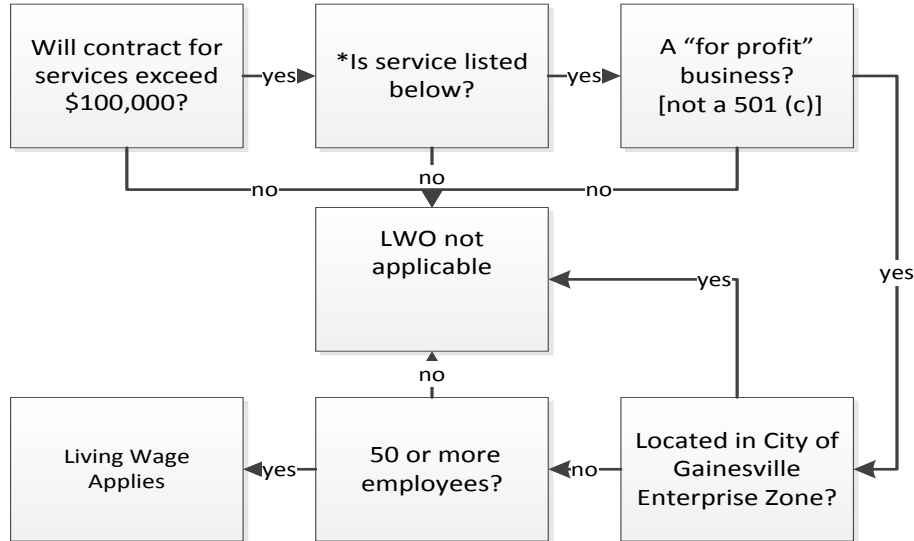
LIVING WAGE ORDINANCE DECISION TREE

Solicitation Number: **2015-024**

Project Name: TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS

Contractor Name: _____

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance (LWO) applies to their firm in the performance of specified service contracts for covered services* with GRU. Contractor is advised to review the entire text of the LWO at www.cityofgainesville.org.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services

(Use the flow chart and information above to help complete the remainder of the form below)

- _____ Living Wage Ordinance does not apply
 Reason for Exemption:
 _____ Service will not exceed \$100,000
 _____ Not a covered service
 _____ Company is not for profit
 _____ Company is located in Enterprise Zone
 _____ Company employs less than 50 persons
 _____ Living Wage Ordinance applies

If the Living Wage Ordinance applies, indicate additional costs included in the Response price \$_____.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined that Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the Response price.

**CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS a living wage of **\$11.4663** per hour to covered employees who receive Health Benefits from the undersigned employer and **\$12.72** per hour to covered employees not offered health care benefits by the undersigned employer.

Responder Name: _____	
Physical Address: _____	
Phone Number: _____	
Name of Local Contact Person: _____	
Physical Address: _____	
Phone Number: _____	
\$ _____ (Amount of Contract)	_____ (Buyer)

Signature: _____

Date: _____

Printed Name: _____

Title: _____

SUBCONTRACTOR INFORMATION FORM

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 Contractor will be asked to provide the actual subcontractor spend amount at a later date.

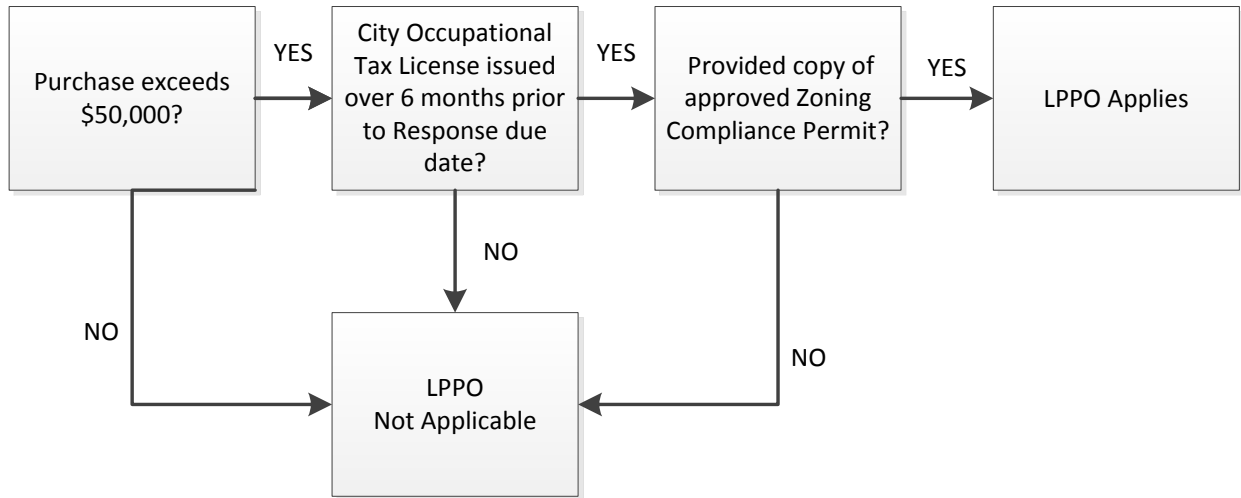
Small Business Enterprise (SBE): An independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000.

Minority Business Enterprise (MBE): A business that is at least 51% owned by a minority person. A minority is defined as a lawful permanent resident of Florida who is (a) African-American, (b) Asian-American, (c) Hispanic-American, (d) Native-American, or (e) American women.

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

**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 Proposals submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. Contractor is advised to review the entire text of the LPPO at www.cityofgainesville.org.



NON SUBMITTAL FORM

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

Fax: (352) 334-2989

Email: purchasing@gru.com

SOLICITATION NO.: 2015-024 FOR TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL
OF DEWATERED BIOSOLIDS

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: _____

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 contractor, 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 contractor 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 contractor 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 contractor, 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.

Revised 8/20/10

ATTACHMENT A

GRU Biosolids Generation Estimates

Biosolids Generation estimates are based on digestion level and will vary depending on the contractor/process selected
 Actual material to be hauled is estimated to be between the no digestion * and full digestion ** quantities
 Centrifuge dewatering efficiency may also vary the amount of material hauled daily
 Annual Averages are shown as well as hauling estimates for typical 5-day week operations (Wet Tons/Day)

Year	No Digestion (DT/Yr)	Full Digestion (DT/Yr)	No Digestion (WT/Yr)	Full Digestion (WT/Yr)	No Digestion (WT/Day) ~ 20% TS Annual Ave	Full Digestion (WT/Day) ~ 20% TS Annual Ave	No Digestion (WT/Day) ~ 20% TS Hauling 5 day/Wk	Full Digestion (WT/Day) ~ 20% TS Hauling 5 day/Wk
2013	4656	3572	23282	17860	64	49	89	69
2014	4724	3344	23621	16722	65	46	91	64
2015	4791	3384	23957	16918	66	46	92	65
2016	4867	3423	24335	17114	67	47	93	66
2017	4942	3462	24711	17310	68	47	95	66
2018	5017	3501	25085	17505	69	48	96	67
2019	5091	3540	25456	17701	70	48	98	68
2020	5165	3579	25826	17897	71	49	99	69
2021	5238	3619	26190	18093	72	50	100	69
2022	5310	3658	26552	18289	73	50	102	70
2023	5382	3697	26912	18485	74	51	103	71
2024	5454	3736	27272	18681	75	51	105	72
2025	5526	3775	27629	18876	76	52	106	72
2026	5595	3814	27975	19072	77	52	107	73
2027	5664	3854	28320	19268	78	53	109	74
2028	5733	3893	28663	19464	79	53	110	75
2029	5801	3932	29007	19660	79	54	111	75
2030	5870	3971	29349	19856	80	54	113	76
2031	5938	4010	29691	20052	81	55	114	77

* No Digestion Biosolids Estimates performed by CH2MHILL based on historical flow data & WAS production

** Full Digestion Biosolids Estimates based on linear regression analysis from GRU Biosolids Summary Reports 1994 to 2031

KWRF $y = 46.466X + 1555.1$ $R^2 = 0.6849$

MSWRF $y = -7.2946X + 1240.8$ $R^2 = 0.1294$

Total System $y = 39.171X + 2796$ $R^2 = 0.4481$

CITY OF GAINESVILLE/GAINESVILLE REGIONAL UTILITIES

**ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. 2015-024**

**TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED
BIOSOLIDS**

DATE: January 28, 2015 **DUE DATE:** February 5, 2015 @ 2:00 p.m.

NOTE: This addendum has been issued only to all the holders of record of the Specifications. The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary.

The mandatory pre-proposal meeting was held January 21, 2015 at 10:30 a.m. at the GRU Administration building. "ATTACHMENT A" contains the Power Point Presentation and "ATTACHMENT B" is the sign-in sheets.

PRE-PROPOSAL QUESTIONS:

1. Does the tipping fee need to be included in the pricing?

Yes.

2. Please provide clarification on GRU's choice of contract duration?

GRU will review the 5, 10 and 20 year proposals and will make a decision based on what is best for GRU and its customers.

3. Can GRU meet Vector Attraction Requirements?

GRU will only consistently meet Pathogen Reduction as described in the RFP.

4. Do partially digested biosolids still make the 20% biosolids cake?

Yes, GRU anticipates producing biosolids at approximately 20% total solids cake. As described in the RFP, pricing is to be based on a \$/WT basis.

5. What are the estimated quantities of digested Class B biosolids or partially digested biosolids?

See "ATTACHMENT C" "GRU Biosolids Generation Estimates Updated 1/28/15"

6. Is there a difference in biosolids quantities during non-school months?

There is some seasonal variation in quantity of biosolids to handle, but there is not a significant variation due to school schedules. Also, maintenance operations and storm

events typically occur over the summer months and may require Responder flexibility in the handling of material as stated in the RFP.

7. What happens if GRU doesn't produce 20% cake solids?

See Question #4 response.

8. What is the quantity and specification of the trailers that the Responder must supply?

Trailer dimensions and dewatering bay are included in this Addendum as "ATTACHMENT D". See figure and description below.

The respondent shall include in their proposal trailers that are compatible with the new dewatering building. The Owner will pull the trailers in and out of the dewatering building with the Owner's own yard truck.

A typical loading cycle is as follows:

- a. *GRU will pull an empty trailer from the drop-off area to the dewatering facility bay using its yard truck. The tare weight of the empty trailer will be taken on the scale.*
- b. *GRU will load the trailer with a screw conveyor that has five drop gates. The number of drop gates used will depend on the length of the respondent's trailer. The weight will be monitored as the truck fills and a ticket will be generated which will be furnished to the vendor's driver for documentation.*
- c. *GRU will then pull the loaded trailer out of the bay with its yard truck and park it in the pick-up area.*
- d. *The vendor will drop off an empty trailer in the trailer drop-off area and will hook up to and haul off the full trailer from the pick-up area.*

The key trailer dimensions are presented below and on the attached PDF file:

13'-6": maximum trailer height

13'-0": clear width open thru roll-up door

26'-0": minimum trailer length (use 3 drop gates)

48'-0": maximum trailer length (use 5 drop gates)

It is estimated that 3 to 4 trailer loads per day will be hauled 5 days per week.

Responder must provide a sufficient number of trailers to ensure uninterrupted loading, staging and hauling. We anticipate that this will include 2 trailers to be staged in the two loading bays with one spare empty trailer available in the drop off area.

9. Describe the process by which a contractor will come in and hook up to the trailer. Does it include a scale and the ticketing booth? How will the trailers be staged?

See Question #8 response.

10. Will the weight tickets show partially digested or digested?

The weight tickets will document the weight of each load of biosolids and not the quality of biosolids. The quality of biosolids GRU will provide will be as per the contract with the selected vendor.

11. Can GRU allow hauling outside of the 7 am to 7 pm period described in the RFP?

GRU staff will only be available for staging of trailers during the 7 am to 7 pm period. However, GRU will consider some variance outside that time period for pick-up of loaded trailers and drop off of empty trailers by the selected vendor. Also note there are school zones on Tower Road that at times during the day, can increase transit times.

12. What happens if the centrifuges are down?

If one of the two centrifuges is out of service, GRU will operate the remaining centrifuge additional hours and/or days as necessary to maintain steady operation. Though not expected, in the event both centrifuges are out of service, GRU may temporarily store biosolids while repairing the units. The Contractor would have to suspend hauling during the repair period and haul extra loads at a later date after the centrifuges are back in service.

13. Are volumes based on wet tons or 20% solids?

Per the RFP, pricing should be on a \$/wet ton basis.

14. Can Respondents provide pricing for hauling away and disposing of the materials from the bar screens?

Materials from the bar screens are not part of the RFP. We are not accepting unsolicited proposals.

15. How many plants are involved in this process?

GRU has two Water Reclamation Facilities: Kanapaha and Main Street. See Section 2.0 GRU Background in the RFP.

16. How is the screening at Main Street WRF and KWRF?

The dewatering facilities include new grinders installed upstream of the centrifuges. In addition, KWRF screening will be upgraded in 2016.

17. Do the Respondents have access to the farm?

A non-mandatory site visit to the KWRF (3901 SW 63rd Blvd, Gainesville, FL 32608 – meet at Office) is scheduled for Monday February 2, 2015 at 2:00 pm. Also, anyone can view the current biosolids land application site farm from outside the property boundary.

The farm is located at 19110 SW Archer Rd, Archer, FL which is on Archer Rd (Hwy 24) west of the City of Archer and across from the Alachua County Landfill.

18. Are wet tons based on 20% cake solids?

The wet tons are based on the estimated 20% cake.

19. Are there savings for no digestion vs digestion?

The cost savings to GRU for partial digestion (aerated holding) as compared to Class B digestion (pathogen reduction) is \$186,000 per year in 2016. This savings is projected to escalate by 2% per year. GRU will account for the projected savings for partial digestion when it evaluates the proposals.

As described in the RFP, Proposers should provide pricing on a \$/wet ton basis and indicate whether this price is based on receiving partially digested (aerated holding) or Class B digested (pathogen reduction) material. If a vendor has the ability to accept either material, please provide a separate price for each of the two alternatives.

20. Will trucks be labeled as Class B etc.?

See Question #10 response.

21. Does the headworks clean plastics from the biosolids?

Yes, the headworks remove plastics from the raw wastewater. As described in Question #16 response, upgrades to the headworks screening at KWRF are underway which will further improve the effectiveness. The improvements are expected to be completed in 2016.

ADDITIONAL QUESTIONS SUBMITTED AFTER PRE-PROPOSAL MEETING

1. As a condition of a proposal, would GRU be able to switch the current disposition location of MSWRF liquids from KWRF (approx. 9 mi / 18 min) to another site that could accept the material (approx. 16 mi / 24 min)?

Yes, GRU would consider an alternative haul location, but would require a price based on \$/WT @ 20% even though your facility would be receiving biosolids from MSWRF that are only thickened (~ 5.5%). GRU would have to account for the additional costs associated with the increased haul distance.

2. Would GRU allow for mobile biosolid treatment equipment to be used in a proposal and not be in violation of Section 5 under the RFP?

No.

3. If the MSWRF liquid is not dewatered at KWRF, can GRU quantify the credit (in \$ / yr., \$ / wet ton, \$ / dry ton) for not having to dewater the biosolids as this will result in a reduction in energy consumption, polymer usage, labor, and maintenance?

We will consider the estimated cost savings from reduced energy consumption and polymer use associated with not dewatering the MSWRF biosolids.

4. What is the energy, etc. credit for accepting undigested material (\$ / yr.)?

See Question #19 in Pre-Proposal Questions.

5. *Will GRU accept skid-mounted equipment that is portable and not permanently installed on site to process biosolids to Class A/AA? Portable skid to be ideally located within and/or adjacent to the dewatering facility:*

No.

- a. Would this be acceptable for the term of the contract?

No

- b. Per the evaluation criteria would an offsite facility receive preference to onsite portable equipment?

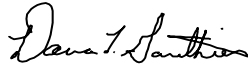
RFP states no facilities' onsite.

- c. Would this be acceptable as an interim plan until an offsite facility is permitted?

No

6. If portable equipment were accepted; would the successful bidder be allowed to operate the equipment onsite and/or would GRU consider operating the equipment if no additional staffing was required (discount offered in bid pricing and training/assistance was included in the scope of supply for GRU operations)?

No



Dana L. Gauthier, C.P.M.
Senior Buyer
Utilities Purchasing

ACKNOWLEDGEMENT:

Each Proposer shall acknowledge receipt of his Addendum No. 1 by his signature below, and shall attach a copy of this Addendum to his response or by filling in the Addenda section in the RESPONDENT'S CERTIFICATION FORM located in the FORMS Section.

CERTIFICATION BY RESPONDENT:

The undersigned acknowledges receipt of this Addendum No. 1. The Response submitted is in accordance with the information, instructions, and stipulations set forth herein.

Respondent: _____

By: _____

Appended hereto and part of Addendum No. 1 is:

- ATTACHMENT A - Pre Proposal Power Point Presentation
- ATTACHMENT B - Pre-Proposal Mandatory Sign-in Sheet
- ATTACHMENT C - GRU Biosolids Generation Estimates Updated 1/28/15
- ATTACHMENT D - CH2MHILL Dewatering Building Section Diagram

Request for Proposals Pre-Bid Meeting for Transportation and Reuse or Disposal of Dewatered Biosolids

**Water & Wastewater Engineering Department
Gainesville Regional Utilities**

January 21st, 2015

INTRODUCTION

- Tony Cunningham – GRU Director of Engineering Services (Project Representative)
- Rick Hutton – Supervising Engineer
- Paul Davis – Engineer 4
- Dana Gauthier – GRU Senior Buyer (Purchasing Representative)

Attending the Pre-Proposal Meeting is **mandatory** in order for GRU to Accept a Bid. Please Sign in!

RFP Schedule of Events

- Due date – February 5, 2015 @ 2:00 pm
- Last Day for Questions – January 28, 2015 @ 5:00 pm
- Last Addenda for Answering questions - February 2, 2015
- Evaluation of the Proposals – February 6-20, 2015
- Oral Discussions- TBD if necessary
- Intent to Award - April 2, 2015
- City Commission Approval – April 2, 2015

Proposal Response Instructions

- Communication and Addenda will be posted on the GRU Website only. It is the Respondent's responsibility to check for any addenda or communication.
<http://www.gru.com/ourCommunity/content/biosolidsrecycling.aspx>
- All questions must be in writing and directed to the Purchasing Representative Dana Gauthier. gauthierd@gru.com

Proposal Response Instructions

- Examination of Solicitation Documents and Work Site
 - Construction on-going

Proposal Response Instructions

- 5.0 Minimum Threshold Criteria -
- Response Submittals
- Everything we are asking for is located in the Response Submittals.
 - Local Preference Ordinance – purchases exceed \$50,000, possess City Occupational Tax License issued over 6 months prior to response submission. 5 points
 - Living Wage Ordinance does apply – goods and services over \$100,000 (11.4663 per hour covered with HB and 12.72 per hour to covered who do not receive HB.
 - Company Back ground (Financial Statements) – Separate envelope marked with “Company Name” and “Confidential”.

Proposal Response Instructions

- Deviations From Specifications
- 1 original, 4 paper copies and 1 electronic copy in a sealed envelope.
- Multiple proposals will be accepted. Each proposal must be submitted in its entirety in its own separate envelope.

Proposal Response Instructions

- Terms of Award – Best evaluated based on cost 45%, Risk 20%, Flexibility 20%, Enhanced Environmental Benefits 5%, Local Economic Benefits 5% and Local Preference 5%.

Evaluation Procedures

14.0 Response Evaluation Procedures

Step 1 - 4 members will screen proposals for the minimum requirements. Notification will be given in writing to those non-responsive.

Step 2 - Proposals left will be evaluated in accordance with the Evaluation Criteria listed under the Terms of Award.

Step 3 - If needed, Discussions will be conducted for those responses that need clarification.

Step 4 - The ranking will be finalized and recommendation for award will be given and City Commission Approval will be obtained.

LOBBYING

- City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorize by the contact person. During this blackout period, no person may lobby, on behalf of a competing party in a particular procurement process, city officials or employees except the purchasing designated staff. Violation will result in disqualification.

Liquidated Damages

- In the event the Respondent is unable to receive and reuse or dispose of GRU's biosolids, the Respondent will be required to pay all of GRU's costs for Transport and reuse or disposal by another means which GRU will determine at its sole discretion.

Questions on Instructions?

ATTACHMENT A

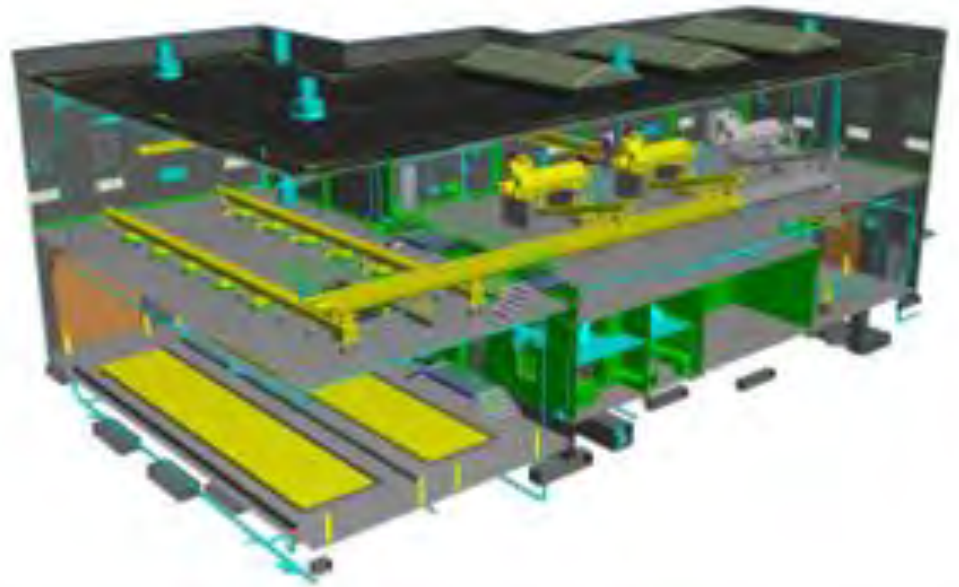


727.520.8181
www.aerophoto.com

Kanapaha WRF Dewatering Project

Image # 150105 2021
Date 01.05.15

Dewatering Facilities



RFP Highlights

- Process is permitted at other sites
- Must be able to attain permits and receive biosolids by December 1st, 2015
 - May include interim plan
- Contract Duration – preference for shorter duration
- Ability to receive biosolids 4-5 days/week, 52 weeks/year
- No processing facilities to be constructed on-site

RFP Highlights

- GRU will produce 20% solids cake
- GRU digestion alternatives include:
 - Digested class B biosolids (meets pathogen reduction, but not necessarily vector attraction criteria)
 - Partially digested biosolids (aerated storage)
 - Addenda will clarify the estimated wet tons of biosolids for each of the digestion conditions through 2035

Questions?

GRU RFP 2015-024
 January 21, 2015 @ 10:30 AM
 TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS - MANDATORY PREBID MEETING

PLEASE SIGN IN

ATTACHMENT B

YOUR NAME	COMPANY NAME	PHONE #	EMAIL ADDRESS
Steve Hacht	HH Liquid Sludge Disposal	(386) 935-1284 904-819-9170	Shacht@hh1sd.com
JAMES CHRISTOPHER	BCR Environmental	904-349-4910	JCHRISTOPHER@BCRENU.COM
Mashell Suggs	R&E Environmental Services	386-496-3867	mashell@Flaland.com
RANDY SOLIE	DEWALT WATER SOLUTIONS	951-463-3730	randy.solie@dewalwater.com
BRIAN SCHUETTE	MOSS KELLEY, INC (SCHWING BIOSETS)	407 805 0063	bks@mosskelley.com
Chad Meadows	Schwing Bioset Biosolids Distribution Ser.	863-287-7421	Chad@biosolidsservices.com
JAMES SCOTT	Delta Pioneer Inc.	941-359 -2721	JAMES SCOTT@Delta-Pioneer.com

GRU RFP 2015-024
 January 21, 2015 @ 10:30 AM
 TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS - MANDATORY PREBID MEETING

PLEASE SIGN IN

ATTACHMENT B

YOUR NAME	COMPANY NAME	PHONE #	EMAIL ADDRESS
Bradley Merrell	Merrell Bros, Inc.	765-438-6704	bradley@merrellbros.com
Blake Merrell	Merrell Bros, Inc.	574-699-7782 800-663-8830	blake@merrellbros.com cassie@merrellbros.com
Bruce C. Tiley	Quanta Energy	570-460-8496	bc.tiley@hotmail.com
Mike Wolfe	Synagro	813-285-0680	mwolfe@synagro.com
Amir Varshovi	Green Technologies	352-379-7780	avarshovi@green-edge.com
Melissa O'Brien	Wind Resource Recovery	(352) 789-9011	MELISSA.OBRIEN19@GMAIL.COM
Ryan Nicholas	Watson GTD, LLC	352-495-9449	ryan.nicholas@jcll.com
Ryan Hutton	GRU	3931218	huttonr@gru.com

GRU RFP 2015-024
 January 21, 2015 @ 10:30 AM
 TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS - MANDATORY PREBID MEETING

PLEASE SIGN IN

YOUR NAME	COMPANY NAME	PHONE #	EMAIL ADDRESS
TIM PTAK	CH2M HILL	352-384-7159	TPTAK@CH2M.COM
Tony CUNNINGHAM	GRU	352-393-1615	CUNNINGHAMAL@GRU.COM
Paul Davis	GRU	352 393-1636	davispb@gru.com
Dana Gauthier	GRU	352-393-1250	gauthierd1@gru.com

ATTACHMENT C

GRU Biosolids Generation Estimates Updated 1/28/15

Biosolids Generation estimates are based on digestion level and will vary depending on the contractor/process selected

Centrifuge dewatering efficiency may also vary the amount of material hauled daily

Annual Averages are shown as well as hauling estimates for typical 5-day week operations (Wet Tons/Day)

Year	Partially Digested ¹ (Aerated Holding) (DT/Yr)	Digested Class B ² (Pathogen Reduction) (DT/Yr)	Partially Digested ¹ (Aerated Holding) ~ 20% TS (WT/Yr)	Digested Class B ² (Pathogen Reduction) ~ 20% TS (WT/Yr)	Partially Digested ¹ (Aerated Holding) ~ 20% TS Annual Ave (WT/Day)	Digested Class B ² (Pathogen Reduction) ~ 20% TS Annual Ave (WT/Day)	Partially Digested ¹ (Aerated Holding) ~ 20% TS Hauling 5 day/Wk	Digested Class B ² (Pathogen Reduction) ~ 20% TS Hauling 5 day/Wk
2015	4651	4087	23253	20437	64	56	89	78
2016	4722	4145	23612	20724	65	57	91	79
2017	4794	4202	23970	21010	66	58	92	81
2018	4865	4259	24327	21295	67	58	93	82
2019	4936	4316	24681	21579	68	59	95	83
2020	5007	4372	25034	21862	69	60	96	84
2021	5076	4428	25380	22141	70	61	97	85
2022	5145	4484	25726	22420	70	61	99	86
2023	5214	4540	26070	22699	71	62	100	87
2024	5283	4595	26413	22976	72	63	101	88
2025	5351	4651	26753	23253	73	64	103	89
2026	5417	4705	27085	23524	74	64	104	90
2027	5483	4759	27415	23794	75	65	105	91
2028	5549	4813	27743	24064	76	66	106	92
2029	5614	4867	28072	24333	77	67	108	93
2030	5680	4920	28399	24602	78	67	109	94
2031	5745	4974	28727	24871	79	68	110	95
2032	5811	5028	29057	25142	80	69	111	96
2033	5877	5082	29387	25412	81	70	113	97
2034	5943	5136	29717	25682	81	70	114	99
2035	6009	5190	30046	25952	82	71	115	100

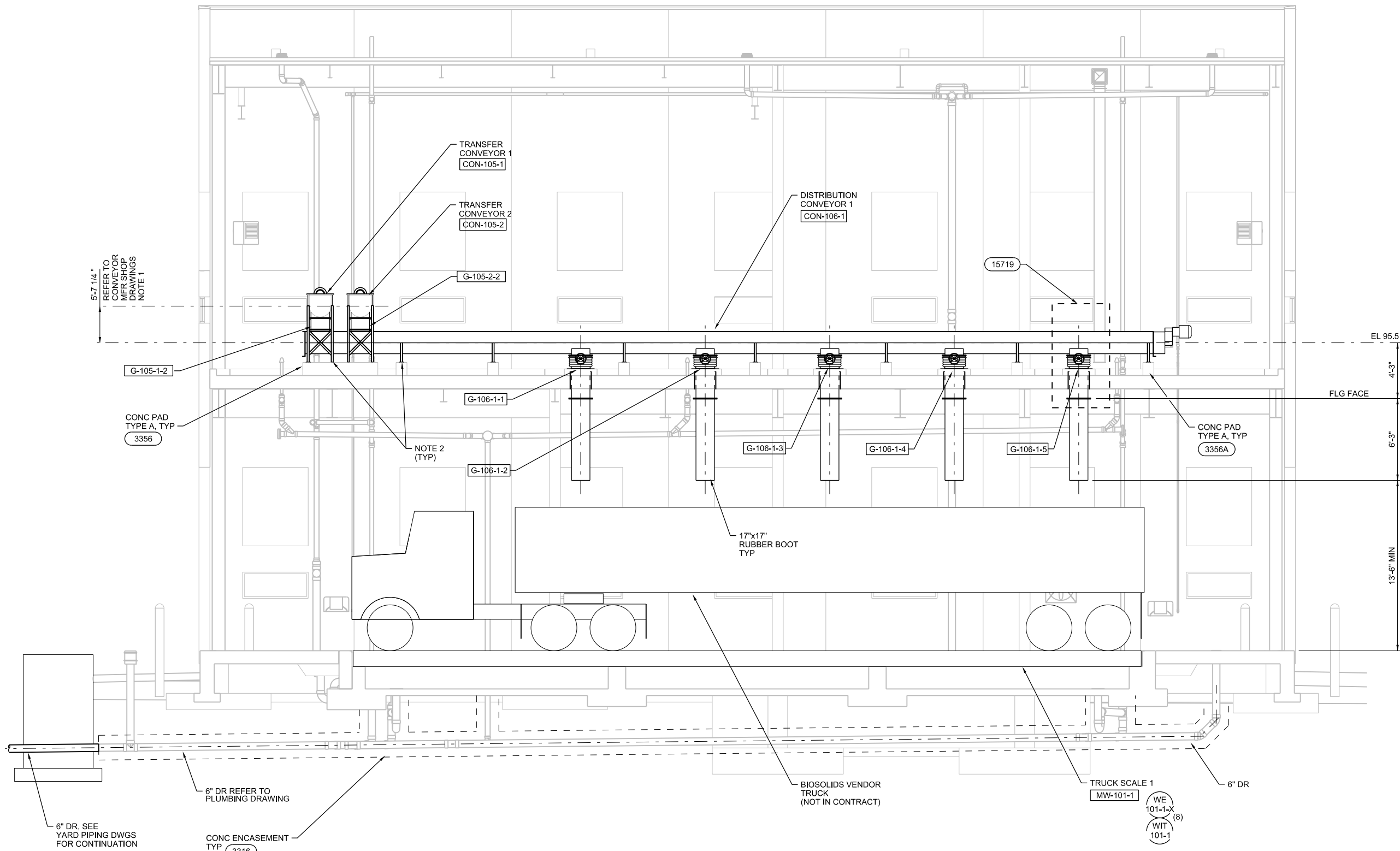
¹Partially digested biosolids (aerated holding) - estimated biosolids quantity based on aerated sludge holding. It is estimated that this will achieve approximately 10% of the reduction in biosolids mass as compared to full digestion.

²Digested Class B (pathogen reduction) - estimated biosolids quantity based on aeration to meet Class B pathogen reduction requirements but not to achieve vector attraction reduction on a consistent basis. GRU does not have adequate digester volume to ensure vector attraction can be consistently met. Therefore, the operating goal will be to aerate to meet pathogen reduction only. It is estimated that this will achieve approximately 50% of the reduction in biosolids mass as would be achieved through full digestion to meet both pathogen reduction and vector attraction reduction.

ATTACHMENT D

A
B
C
D

1 2 3 4 5 6



(A) SECTION
1/8"=1'-0"
30-M-02

- NOTES:**
- TRANSFER CONVEYOR ELEVATION VARIES. COORDINATE WITH CONVEYOR SYSTEM SUPPLIER.
 - ANCHOR EQUIPMENT PER CONVEYOR MANUFACTURER'S RECOMMENDATIONS.

DSGN	J MAU						
DR	S PASTEUR						
CHK	H POSTROZNY						
APVD	J MAU	NO.	DATE	REVISION	BY	APVD	

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWINGS.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CH2MHILL
3011 S.W. WILLISTON ROAD
GAINESVILLE, FLORIDA 32608
EB0000072 AAC001992
Jason H. Mau PE 59419

GAINESVILLE REGIONAL UTILITIES
WRF
DEWATERING PROJECT
GAINESVILLE, FLORIDA

PROCESS MECHANICAL
KANAPAHA WRF - DEWATERING BUILDING SECTIONS

SHEET	114 of 194
DWG	30-M-08
DATE	SEPTEMBER 2014
PROJ	461318

CONFORMED CONTRACT DOCUMENTS REVISION 1
 REUSE OF DOCUMENTS: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL.
 © CH2M HILL 2014. ALL RIGHTS RESERVED.



Response Submittal,
GRU Solicitation No. 2015-024:
Request for Proposal (RFP)
for Transportation and Beneficial Reuse or
Disposal of Dewatered Biosolids

Watson C&D Contact Information:

Watson C&D, LLC
12890 NE SR 24
Archer, FL 32618
352-495-9449
Ryan McMeekin
ryan@watsoncll.com
Larry Watson
larry@watsonconstruct.com

6.1 Description of Proposed Process

a. Describe the proposed process for biosolids transportation and beneficial reuse or disposal.

Watson C&D intends to purchase a transport vehicle and three trailers for biosolids transportation. Biosolids will supplement Watson's existing composting operation, which have been ongoing for five years. In the case of surplus, land application for feed farmers would be a contingency plan, while an in-vessel composter was constructed to accommodate the biosolids overage.

b. Indicate whether the proposed process will receive Digested Class B Biosolids (as described in Section 2.1 of the INTRODUCTION) or Partially Digested Biosolids (as described in Section 2.2 of the INTRODUCTION), or if it has the ability to receive either one.

Watson C&D would prefer to receive Digested Class B Biosolids, but pending results of a pilot program with waste activated sludge, would be able to receive either one.

6.2 Company Background and Experience

Provide Respondent's general background including a summary of previous experience including the following:

a. Description of biosolids processing experience including a list of permitted facilities;

Watson C&D is currently undergoing a FDEP approved pilot study for Biosolids processing with our existing permitted compost operation in Levy County.

b. Number of years of experience in biosolids processing with similar types of biosolids; and

Watson C&D retains an in-house environmental engineer with over 40 years of experience with wastewater, wastewater treatment plants, and biosolids. Watson C&D does not currently have experience with biosolids, but has been composting other materials locally for five years.

c. Number of years Respondent's company has been in business

Watson C&D has been in business for 39 years, since 1976.

d. Describe the organizational structure of the Respondent, location of headquarters, number of facilities and offices, and number of employees.

Watson C&D began operations in the Construction & Demolition industry and moved into the recycling field to reduce our environmental impact. Watson began composting to further reduce the impact of yard waste and enhanced our composting product by adding commercial and intuitional waste and manure. Working with GRU Biosolids would further enhance the nutritional value of our compost to farmers and turf grass markets, reducing the need for



chemical nutrients, fertilizers, water consumption and further benefiting the environment. Watson C&D currently operates 3 offices and 4 permitted facilities with 20 plus employees.

e. Provide in a separate envelope a copy of the most recent annual financial statement or report.

Mark the envelope with the Respondent's company name and the words "Financial Statement - Confidential".

See envelope provided labeled "Financial Statement-Confidential"

6.3 Permitting / Regulatory Compliance

a. Will the Respondent utilize an existing permitted facility(ies) with sufficient capacity and compliance history to handle GRU biosolids?

i. If not, explain how permitting would be obtained for the new facilities that will be utilized.

ii. Can the permits for the new facilities be obtained by December 1, 2015 to haul and receive GRU biosolids?

iii. If new facilities are unable to be permitted by December 1, 2015, provide a timeline of when permits will be obtained for the new facilities, and describe the interim plan and process and how the interim plan will be permitted.

Watson C&D will use an existing composting facility that is permitted for a pilot study by FDEP for biosolids application to compost. Watson C&D works with multiple farm facilities that could be permitted for land application as a contingency plan described in Section 6.1. At least one of these farms can be permitted by December 1, 2015.

b. Provide a history of compliance with applicable regulations for the Respondent's operation of facilities similar to the facilities that will be utilized for the proposed process.

Watson C&D has operated a C&D landfill locally for more than three decades with no violations or compliance issues with the Florida Department of Environmental Protection or the Alachua County Environmental Protection Department.

c. Can the Respondent receive GRU biosolids 4 to 5 days/week, 52 weeks/year during normal work week hours, Monday through Friday 7:00 am to 7:00 pm?

Watson C&D's hours of operation are Monday through Friday, 8:00 am to 5:00 pm, 52 weeks of the year, with exception for holidays. Plans can be made to accept biosolids on holidays as needed for this contract.

d. Can the Respondent manage GRU biosolids without constructing any processing facilities on

GRU property?

Watson C&D will not require any processing facilities on GRU property. All biosolids processing and composting efforts will take place at Watson's facilities.

6.4 Risk of Process Disruption

a. Does Respondent currently use the proposed process to receive and reuse or dispose of biosolids from other municipalities? If so please provide the following:

Watson C&D does not currently use the proposed process to receive biosolids from any other municipalities.

i. List of existing locations where the Respondent is utilizing this process and how long each location has been in operation; and

ii. List of current contracts with municipalities for which the Respondent is using this process.

b. If the Respondent does not have existing facilities that use this process, cite other facilities at which this process is being used successfully to receive and reuse or dispose of municipal biosolids.

Watson C&D uses an inoculate technology that has been used for similar applications in other areas including:

- **Disney World Reedy Creek Improvement District**
- **Compost USA Biosolids from Orange County and Pasco County**
- **Summit County, Colorado**
- **Denton, Texas**
- **A1 Organics in Colorado**

c. Explain potential impacts of regulatory changes on the viability of the proposed process.

Watson C&D has experienced a history of positive regulatory support for composting from the Florida Department of Environmental Protection. Our process is a key component to the City, County, and State efforts to achieve 75% waste reduction by 2020 (Florida Statute 403.7032).

d. In the event Respondent is unable to process biosolids for a period of time due to mechanical failure, process upset, weather, or other events, what are the contingency plans to ensure that the Respondent continues to receive GRU biosolids?

Biosolids will supplement Watson's existing composting operation, which have been ongoing for five years. In the case of surplus, land application for feed farmers would be a contingency plan, while an in-vessel composter was constructed to accommodate the biosolids overage.

6.5 Operation Flexibility

a. Can your process accommodate variations in GRU operations and needs with varying hauling volumes, time and days for management and preparations for holidays, WRF maintenance activities, storm events, and other events that may require adjustments in the schedules for the transportation and acceptance of biosolids?

Watson C&D has the flexibility to meet the needs of GRU on volume, hauling days, and hours regardless of the maintenance schedule, storms or other events that may interrupt the routine operation. We are a proud partner of the Florida Gators and Ben Hill Griffin Stadium's Zero Waste effort and have experience working with variable schedules and vegetative waste flows for our composting operation based on football games in the fall.

b. Does your process have the ability to receive either dewatered partially digested biosolids or waste activated sludge biosolids, OR does it require digested Class B biosolids (as described in Section 2.0 of the INTRODUCTION)?

Watson C&D is presently initiating a pilot study for waste activated sludge biosolids as mentioned in Section 6.3. It is our belief that we will have the ability to receive Class B digested, partially digested, and waste activated sludge biosolids pending the final results of the pilot study.

6.6 Enhanced Environmental Benefits

a. Describe how this process is environmentally beneficial or responsible.

The composting process is extremely beneficial to the environment. Compost products reduce waste, reduce water usage and reduce the need for chemical fertilizers. It is a natural process that does not require additional energy input to occur and provides a valuable finished product for farms and landscapes.

b. Are nutrients recycled and how?

Nutrients are recycled through the composting process and repurposed when compost is applied to landscapes and turf grass, reducing the need for artificial fertilizers and water consumption.

c. Does the process require minimal energy and/or is there energy recovery?

Watson's composting process is through static windrows, requiring very few energy inputs to produce the final compost product.

d. Are there any other environmental benefits?

Composting with biosolids would enhance the nutritional value of the finished compost from our process, further reducing the need for chemical fertilizers upon application, which

ultimately reduces chemical runoff and contamination of water bodies and the aquifer. Please see additional details on the CD provided about the environmental benefits of compost.

6.7 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.

A copy of City of Gainesville Recovered Materials Collector Renewal Application and Commercial Construction and Demolition Debris Collection Service Annual Franchise Fees is attached.

6.8 Local Economic Benefits

Does the Respondent proposed process create jobs within Alachua County or provide income or other economic benefits to the City or businesses within Alachua County.

Watson C&D has a history of creating local jobs and contributing to the Gainesville and Alachua County economy. Our existing compost operation is a very successful public-private partnership, helping the city reduce waste. This venture would create employment opportunities and service/maintenance opportunities for the related equipment.

6.9 Price and Contract Duration

a. Indicate the ability of the Respondent to provide the proposed service to GRU for contract durations of 5 years, 10 years, and 20 years.

See attached bid proposal form

b. For each of the above contract durations that the Respondent can provide, indicate the price in dollars (\$) per wet ton that the Respondent will charge GRU for that duration. If the price will escalate over the contract period, indicate the basis and/or amount the price will escalate.

See attached bid proposal form

6.10 Provide the Respondent's Certification Form located in the FORMS Section.

Please see attached Respondent Certification Form.

6.11 Provide Drug-Free Work Place Certification Form located in the FORMS Section.

Please see attached Drug-Free Work Place Certification Form.

6.12 Living Wage Ordinance

Please see attached Living Wage Decision Tree. Watson C&D employs less than 50 people, so the Living Wage Ordinance does not apply.



SOLICITATION No. 2015-024

FOR TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: Watson C&D, LLC
 PHYSICAL ADDRESS: 12890 NE SR 24 Archer, FL 32618
 FEDERAL IDENTIFICATION #: 59-3080398 STATE OF INCORPORATION: FL (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 1 through 1 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.

Larry Watson 2-5-13
 AUTHORIZED SIGNATURE DATE
Larry Watson President
 PRINT NAME TITLE
352-495-9948
 TELEPHONE NUMBER FAX NUMBER
Watson@watsonconstruct.com
 E-MAIL ADDRESS
watsoncl.com
 WEBSITE

RESPONDENT'S CONTACT (for additional information)
Ryan McMeekir
 NAME
General Manager
 TITLE
352-258-9330
 PHONE
Ryan@watsoncl.com
 E-MAIL ADDRESS

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

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 Proposals 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.

Watson C&D LLC
CORPORATION, PARTNERSHIP, OR INDIVIDUAL

7.15.15
DATE

[Signature]
AUTHORIZED SIGNATURE

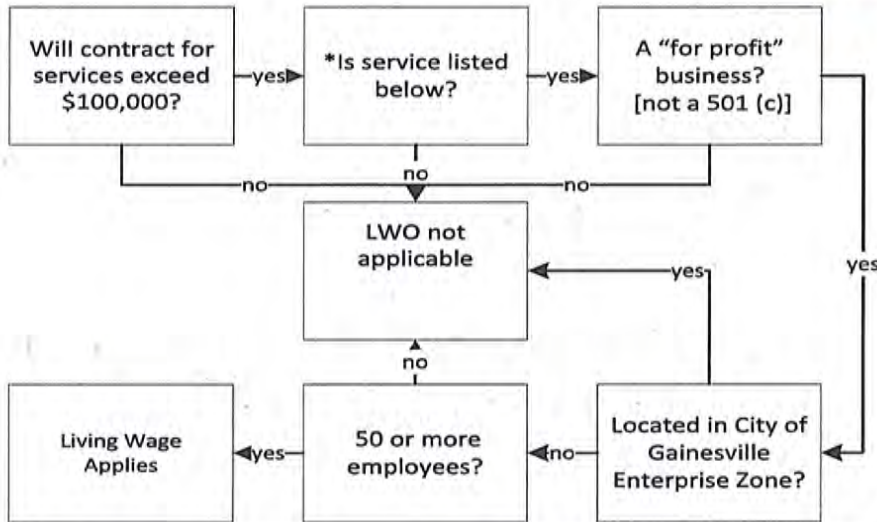
LIVING WAGE ORDINANCE DECISION TREE

Solicitation Number: **2015-024**

Project Name: **TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS**

Contractor Name: Watson C&D, LLC

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance (LWO) applies to their firm in the performance of specified service contracts for covered services* with GRU. Contractor is advised to review the entire text of the LWO at www.cityofgainesville.org.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services

(Use the flow chart and information above to help complete the remainder of the form below)

N/A Living Wage Ordinance does not apply
 Reason for Exemption:
 Service will not exceed \$100,000
 Not a covered service
 Company is not for profit
 Company is located in Enterprise Zone
 Company employs less than 50 persons
 Living Wage Ordinance applies

If the Living Wage Ordinance applies, indicate additional costs included in the Response price \$ N/A.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined that Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the Response price.

**CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS a living wage of \$11.4663 per hour to covered employees who receive Health Benefits from the undersigned employer and \$12.72 per hour to covered employees not offered health care benefits by the undersigned employer.

Responder Name:	Watson C&D, LLC	
Physical Address:	12890 NE SR 24 Archer, FL	32618
Phone Number:	352. 495. 9948	
Name of Local Contact Person:	Ryan McMeekin	
Physical Address:	12890 NE SR 24 Archer, FL	32618
Phone Number:	352. 495. 9948	
\$	N/A	
(Amount of Contract)		(Buyer)

Signature: 

Date: 2/5/2015

Printed Name: Larry Watson

Title: President

SUBCONTRACTOR INFORMATION FORM

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 Contractor will be asked to provide the actual subcontractor spend amount at a later date.

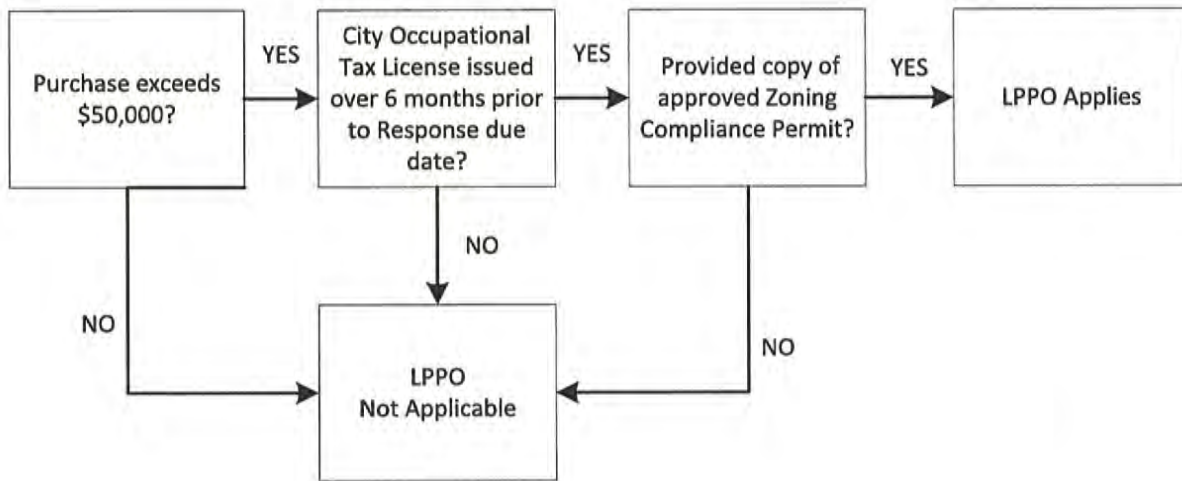
Small Business Enterprise (SBE): An independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000.

Minority Business Enterprise (MBE): A business that is at least 51% owned by a minority person. A minority is defined as a lawful permanent resident of Florida who is (a) African-American, (b) Asian-American, (c) Hispanic-American, (d) Native-American, or (e) American women.

Subcontractor Name	Goods or Service to be provided	Business Type	
		SBE	MBE
None			

**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 Proposals submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. Contractor is advised to review the entire text of the LPPO at www.cityofgainesville.org.



N/A

NON SUBMITTAL FORM

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

Fax: (352) 334-2989

Email: purchasing@gru.com

SOLICITATION NO.: 2015-024 FOR TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL
OF DEWATERED BIOSOLIDS

BUSINESS: N/A

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: _____



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 contractor, 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 contractor 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 contractor 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 contractor, 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.

Revised 8/20/10

ATTACHMENT A

GRU Biosolids Generation Estimates

Biosolids Generation estimates are based on digestion level and will vary depending on the contractor/process selected. Actual material to be hauled is estimated to be between the no digestion * and full digestion ** quantities. Centrifuge dewatering efficiency may also vary the amount of material hauled daily. Annual Averages are shown as well as hauling estimates for typical 5-day week operations (Wet Tons/Day)

Year	No Digestion (DT/Yr)	Full Digestion (DT/Yr)	No Digestion (WT/Yr)	Full Digestion (WT/Yr)	No Digestion (WT/Day) ~ 20% TS Annual Ave	Full Digestion (WT/Day) ~ 20% TS Annual Ave	No Digestion (WT/Day) ~ 20% TS Hauling 5 day/Wk	Full Digestion (WT/Day) ~ 20% TS Hauling 5 day/Wk
2013	4656	3572	23282	17860	64	49	89	69
2014	4724	3344	23621	16722	65	46	91	64
2015	4791	3384	23957	16918	66	46	92	65
2016	4867	3423	24335	17114	67	47	93	66
2017	4942	3462	24711	17310	68	47	95	66
2018	5017	3501	25085	17505	69	48	96	67
2019	5091	3540	25456	17701	70	48	98	68
2020	5165	3579	25826	17897	71	49	99	69
2021	5238	3619	26190	18093	72	50	100	69
2022	5310	3658	26552	18289	73	50	102	70
2023	5382	3697	26912	18485	74	51	103	71
2024	5454	3736	27272	18681	75	51	105	72
2025	5526	3775	27629	18876	76	52	106	72
2026	5595	3814	27975	19072	77	52	107	73
2027	5664	3854	28320	19268	78	53	109	74
2028	5733	3893	28663	19464	79	53	110	75
2029	5801	3932	29007	19660	79	54	111	75
2030	5870	3971	29349	19856	80	54	113	76
2031	5938	4010	29691	20052	81	55	114	77

* No Digestion Biosolids Estimates performed by CH2MHILL based on historical flow data & WAS production
 ** Full Digestion Biosolids Estimates based on linear regression analysis from GRU Biosolids Summary Reports 1994 to 2031
 KWRWF $y = 46.466X + 1555.1$ $R^2 = 0.6849$
 MSWRF $y = -7.2946X + 1240.8$ $R^2 = 0.1294$
 Total System $y = 39.171X + 2796$ $R^2 = 0.4481$

Watson C&D Proposal based on Attachment A: GRU Biosolids Generation Estimate

\$34.50/WT

Annual Rate: \$705,076.50 based on estimated annual quantity

5 Year Contract: \$3,525,382.50

10 Year Contract: \$7,050,765,00

20 Year Contract: \$14,101,530.00



Larry Watson

City of Gainesville
Public Works Department
Recovered Materials Collector Renewal Application

Applicant Information:

Name WATSON GAD LLC
Address 12890 NE SR 24
City/State/Zip Code GAINESVILLE ARLINGTON FL 32618
Phone Number 352-495-9449

Service Type Requested:

- Renewal of application to provide for the collection and disposal of recovered materials.

To the applicant: A certificate of registration shall be valid for one year and shall be renewed annually up to two times upon completion of application requirements as set forth by Florida statute. Please provide the required information as an attachment to the registration renewal application requirement checklist.

Registrant Renewal Application Requirements
And Requirement Checklist

1. Payment of renewal fee specified in Appendix A (Fee Schedule, Attachment A);
2. Two copies of notarized statement disclosing names of owners, general and limited partners, or corporate or registered name under which registrant will conduct business as authorized by City ordinance;
3. Registrant shall provide proof of insurance and maintain types and amounts of insurance from companies authorized to do business in the State of Florida to include:
- City of Gainesville shall be named as an additional insured on the general liability insurance if registrant uses city facilities;
 - General liability insurance in amount of \$500,000 per occurrence if the registrant utilizes City facilities;
 - Business automobile insurance as required by Florida statute;
 - Workers compensation as required by Florida statute.;
4. Registrant shall provide proof that the registrant is still providing service to customers;
5. Registrant shall state whether it is a processor of materials, transporter, or both.

City of Gainesville
Public Works Department
Recovered Materials Collector Renewal Application

Applicant agrees to comply with all provisions of the City of Gainesville, Florida Code of Ordinances Article III, Division 3 of Chapter 27 consisting of Sections 27-85 through 27-88.

WATSON CAD LLC
Applicant name (Print or Type)

[Signature]
Applicant signature

10/15/14
Application submission date

Application received by date

Application fee received by check number check date

Approved City Manager/designee signature date

City of Gainesville
Public Works Department
Recovered Materials Collector Renewal Application

Affidavit

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to this application and become a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Gainesville Code of Ordinances, the laws, rules, ordinances and regulations of Alachua County, the State of Florida and of the United States.

WATSON C&D LLC
Applicant name

Ryan McMEEKIN
Name of applicant's legal representative

GENERAL MANAGER
Title of applicant's legal representative

[Signature]
Signature of applicant

[Signature]
Signature of applicant's legal representative

Witnesses:

Witness signature

Witness signature

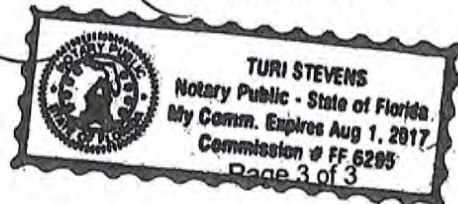
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of October, in the year 2014, by Ryan McMeekin, ~~President and Secretary,~~ respectively, of Watson C&D LLC, a Florida corporation, on behalf of the corporation.

They/he/she are/is personally known to me or has produced _____ as identification.

Print Name: Turi Stevens
My Commission Expires: 8/1/2017

[Signature]
Notary Public, State of Florida



Attachment A
Application Fee Schedule

Non-refundable Commercial Services Franchise and Recovered Materials Collector Registration application fees as specified in Appendix A of the Gainesville Code of Ordinances related to fees, rates and charges are as follow:

I. Commercial Services Franchise Application (Ref. 27-80):

The non-refundable franchise application fee, payable with franchise application, shall be valid for the terms of the franchise.

	<u>Application Fee</u>
1. Container provision <u>only</u>	\$105.00
2. Construction and demolition debris collection and disposal services	\$262.50
3. Solid waste collection and disposal services	\$262.50
4. Solid waste collection and disposal services, plus construction and demolition collection and disposal services	\$262.50

II. Recovered Materials Collector Registration Application and Renewal Application (Ref. 27-86):

The non-refundable registration application fee, payable with registration or renewal application, shall be valid for one year. If a registrant has been granted a commercial services franchise, no franchise application fee (I.) will be required until such time as the commercial franchise would have terminated (Ref. 27-79).

1. Registration application	\$52.50
2. **Registration yearly renewal application	\$52.50

****Note:** A certificate of registration shall be valid for one year, and shall be renewed annually up to two times upon completion of the renewal application to include:

1. Payment of renewal fee;
2. Disclosure of ownership;
3. Proof of insurance as of renewal time;
4. Proof of continued services to customers;
5. Requirements as prescribed by City ordinance and Florida statute.

**COMMERCIAL CONSTRUCTION AND DEMOLITION
DEBRIS COLLECTION SERVICE ANNUAL FRANCHISE FEES
CITY OF GAINESVILLE, FLORIDA**

REPORTING DATE: 10/15/14 SERVICE PERIOD: October 1, 2013 thru September 30, 2014

<p>Submit payment of ALL completed forms to: City of Gainesville Solid Waste Division, Sta. 10, Attn: Joni Rollen 405 NW 39 Ave Gainesville, FL 32609 Make check out to City of Gainesville</p>
--

1. NUMBER OF VEHICLES HAVING 10 OR MORE WHEELS: 3 X \$1,575.00 = \$ 4,725.00
 (Multiply number of vehicles by \$1,575.00)
2. NUMBER OF VEHICLES HAVING 6 TO 9 WHEELS: _____ X \$1,050.00 = \$ _____
 (Multiply Number of vehicles by \$1,050.00)
3. NUMBER OF VEHICLES HAVING 5 OR FEWER WHEELS: _____ X \$525.00 = \$ _____
 (Multiply number of vehicles by \$525.00)
4. Application fee (\$262.50) and/or Recycling registration fee (\$52.50) = \$ 52.50
5. TOTAL FRANCHISE FEES DUE TO CITY OF GAINESVILLE: \$ 4,777.50 ✓
 (Sum of dollar amounts from lines 1-4 above)

AFFIDAVIT

I CERTIFY THAT THIS REPORT IS FILED IN COMPLIANCE WITH THE CITY OF GAINESVILLE CODE OF ORDINANCES AND THIS IS A TRUE STATEMENT OF SOLID WASTE FRANCHISE FEES DUE THE CITY.

NAME Ryan McMEELIN SIGNATURE 
 (Please type or print)

TITLE GENERAL MANAGER COMPANY WATSON CAD LLC

MAILING ADDRESS 12890 NE SR 241 Archer FL 32618
 Street City State Zip

TELEPHONE NUMBER (352) 495-9449

PAYMENTS/REPORTS SHOULD BE FILED ON OR BEFORE THE 15TH OF OCTOBER EACH YEAR. A PENALTY OF 1.0% PER MONTH WILL BE ASSESSED ON DELINQUENT PAYMENTS.

CITY OF GAINESVILLE OFFICE USE ONLY

DATE POSTMARKED _____

OF DAYS LATE _____

PENALTY DUE @ 1.0% _____

DATED BILLED _____

Acct. # 420-800-8080-0404 - Franchise Payments

Acct. # 420-800-8080-0409 - Late Fees

Attachment B
Compensation Payments for Construction and Demolition
Debris Collection Service

Commercial franchisees providing construction and demolition debris collection service shall pay as compensation to the City of Gainesville an annual fee calculated as follow (Ref. 27-80):

- | | |
|---|------------|
| 1. For each vehicle having ten (10) or more wheels | \$1,575.00 |
| 2. For each vehicle having more than five (5) and less than ten (10) wheels | \$1,050.00 |
| 3. For each vehicle having four (4) or five (5) wheels | \$ 525.00 |

Compensation payments for construction and demolition debris collection service shall be due on the 15th day of October of each year, and will be accepted as timely if postmarked on or before October 15th, or the next succeeding workday if October 15th falls upon a Saturday or Sunday or state or federal holiday.

Payments not received by the due date shall be assessed interest at the rate of one percent per month compounded monthly from the due date.

Commercial franchisees providing construction and demolition debris collection service shall provide a list of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services in order to be granted a franchise by the City of Gainesville (Ref. 27-82). (Vehicle List, Attachment C).

City of Gainesville
Public Works Department
Commercial Services Franchise Application

Applicant Information:

Name WATSON GAD LLC
Address 12690 NE SR 24
City/State/Zip Code ARCHER FL 32618
Phone Number 352-495-9449

Service Type Requested:

- To provide containers only;
- To provide construction and demolition debris collection and disposal services as defined by City ordinance;
- To provide commercial solid waste collection and disposal services as defined by City ordinance.

To the applicant: The following information is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for commercial services and/or to provide commercial solid waste collection and disposal services and/or construction and demolition debris collection and disposal services to properties located in the City of Gainesville. Please provide the required information as an attachment to the franchise application requirement checklist.

Sec. 27-81(c) Each commercial franchisee providing commercial service shall file an annual report including a schedule of total gross revenues as defined in section 27-80(a). This annual report shall be examined by an independent certified public accountant to certify that the computation of gross revenue used to calculate franchise fees remitted is in accordance with the terms of the franchise.

Franchise Application Requirements
And Requirement Checklist

- 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- 2. Name(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- 3. Criminal convictions, withheld adjudication and/or plea of nolo contendere for any felonies of any individual having controlling interest in applicant's firm, corporation, partnership, association or organization, and a statement of whether such applicant operates(ed) a solid waste collection business in this or any other state or territory under a franchise, permit or license, where, and whether such franchise, permit or license has ever been revoked or suspended, and the reasons therefor;
- 4. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;

City of Gainesville
Public Works Department
Commercial Services Franchise Application

- 5. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- 6. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services (**Note: Construction and demolition debris collection and disposal services franchise applicants must also complete Vehicle List, Attachment C**);
- 7. Applicant shall maintain in full force and effect insurance as specified, and file with the City Manager a certificate of insurance for all policies written in applicant's name, to remain on file with the City for the franchise term to include:
 - comprehensive general liability policy;
 - policy in applicant's name covering operations in amount not less than \$200,000 per occurrence for bodily injury;
 - policy in applicant's name covering operations in amount not less than \$200,000 per occurrence for property damage;
 - policy in applicant's name covering operations in amount not less than \$100,000 per person;
 - policy in applicant's name for bodily injury in amount of \$200,000 per occurrence;
 - policy in applicant's name for property damage liability regarding automobile liability insurance in amount of \$50,000 per occurrence; and
 - workers compensation as required by Florida statute;
- 8. Applicant shall pay the City a nonrefundable application fee as specified in Appendix A (Application Fee Schedule, Attachment A).

Definitions:

1. **Applicant:** a person applying to the City of Gainesville for a franchise to provide commercial service or collect construction and demolition debris within the City for hire, remuneration or other consideration.
2. **Franchisee:** person or corporation to whom the City has issued a non exclusive franchise to provide containers for commercial services and/or to provide commercial solid waste collection and disposal services or construction and demolition debris collection and disposal services to properties in the City.
3. **Registrant:** shall be a person who has made application with the City to collect, transport, convey or process recovered materials in the city and has subsequently received a registration certificate from the City. (Note: a franchisee may be a registrant).

City of Gainesville
Public Works Department
Commercial Services Franchise Application

Applicant agrees to comply with all applicable provisions of the City of Gainesville, Florida Code of Ordinances Article III, Divisions 1 and 2 of Chapter 27 consisting of Sections 27-71 through 27-84 as may be amended.

WATSON CTD LLC
Applicant name (Print or Type)

[Signature]
Applicant signature

10-15-14
Application submission date

Application received by date

Application fee received by check number check date

Approved City Manager/designee signature date

**City of Gainesville
Public Works Department
Commercial Services Franchise Application**

Affidavit

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to this application and become a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Gainesville Code of Ordinances, the laws, rules, ordinances and regulations of Alachua County, the State of Florida and of the United States.

WATSON CAD LLC
Applicant name

Ryan McMeekin
Name of applicant's legal representative

GENERAL MANAGER
Title of applicant's legal representative

[Signature]
Signature of applicant

[Signature]
Signature of applicant's legal representative

Witnesses:

Witness signature

Witness signature

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of October in the year 2014, by Ryan McMeekin, President and Secretary, respectively, of WATSON CAD LLC, a Florida corporation, on behalf of the corporation.

They/he/she are/is personally known to me or has produced as identification.

Print Name: Teri Stevens
My Commission Expires: 8/1/2017

[Signature]
Notary Public, State of Florida

Page 4 of 4



Public Works Department
Solid Waste Division, MS10
405 NW 39 Ave
Gainesville, FL 32609
(352) 334-2330, (352) 393-7980 (FAX)
www.gainesvillerecycles.com

September 15, 2014

Watson C & D
Attn: Larry Watson
12890 NE SR 24
Archer, FL 32618

RE: ANNUAL C&D FRANCHISE FEE

Dear Mr. Watson:

The annual franchise fee payment for providing construction and demolition debris collection services for the period **October 1, 2014 through September 30, 2015** is due on or before October 15, 2014. Companies not submitting payment by November 15, 2014 will have their franchise license suspended.

Enclosed are the necessary forms you will need to complete in order to continue providing this service. All forms should be mailed to the Solid Waste Division, Attn: Joni Rollen (see form). Your check should be made out to the City of Gainesville. Please, remember to **include your current updated Certificate of Liability Insurance for our records.**

If you have any questions, please contact me at 352-393-7964.

Thank you for your cooperation.

Sincerely,

Joni Rollen
Recycling Program Assistant

Cc: Steve Joplin, Solid Waste Manager

Enclosures (6)

Attachment C
Construction and Demolition Debris Collection Service Vehicle List

List the type, number and description of all equipment to be used by applicant for providing construction and demolition debris collection service within the City of Gainesville for the service period indicated below.


Service Period: October 1, 2014 thru September 30, 2015

Applicant Information:

Name WATSON C&D LLC
 Address 12890 NE SR 24
 City/State/Zip Code ARCHER, FL 32618
 Phone Number 352-495-9449

TRUCK NUMBER	VEHICLE TYPE (Number of Wheels)	VEHICLE LICENSE TAG	STATE AND COUNTY OF LICENSE TAG
1	MACK CTP713 B 2007 10 WHEEL	N2517N	FLORIDA ALACHUA COUNTY
2	MACK CTP713 B 2007 10 WHEEL	N2516N	FLORIDA ALACHUA COUNTY
3	MACK CT713 2006 10 WHEEL	N8502T	FLORIDA ALACHUA COUNTY
4			
5			
6			
7			

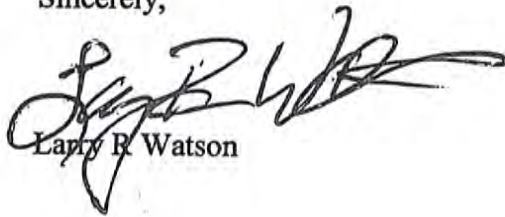


12890 NE State Road 24 • Archer, FL 32618 • (352) 495-9948
www.watsoncll.com  www.facebook.com/WatsonCandD

To whom it may concern,

I Larry R Watson own 95% of Watson C&D LLC along with my daughter Tammy Dabney which owns 5%.

Sincerely,


Larry R Watson

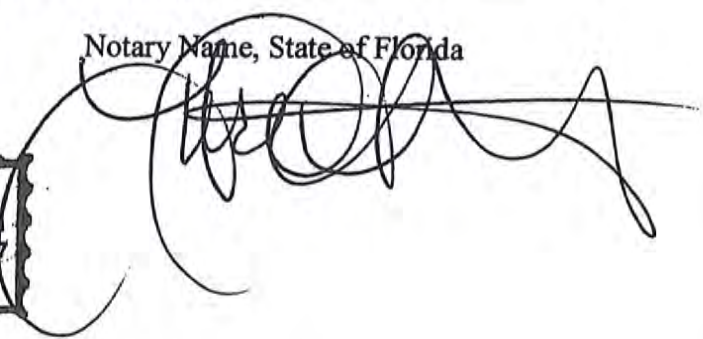
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged me this 20th day October, in the year 2014, by Larry Watson, President, respectively, of Watson C&D LLC, a Florida corporation, on behalf of the corporation. They/he/she are/is personally known to me or has produced _____ as identification.

Print Name: Turi Stevens

Notary Name, State of Florida

My Commision Expires: 8/1/2017





WAIVER OF LIEN

The undersigned, for and in consideration of the sum of Dollars (\$ 475⁰⁰) and other valuable considerations, the receipt of which are hereby acknowledged, does hereby waive, release and remise any and all lien rights, both statutory or equitable, possessed by the undersigned and relating to the following described property owned by New Atlantic Builders, Inc. to wit:

LOTS 118, 160, 99 WESCHESTER

The undersigned acknowledges and understands that the execution of this instrument releases and waives all lien rights whether perfected or unperfected, past or future, relating to the above-described real property.

DATED this the 17th day of October, 2014.

WATSON C & D
Name of claimant or lienor
By: [Signature]
Larry Watson
Name of Person Signing
President
Title of Person Signing

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing Waiver of Lien was acknowledged before me by Larry Watson
as President of Watson C & D LLC
on the 17th day of October, 2014. The Acknowledger () is personally known to me; or
() produced _____ as identification.



[Signature]
NOTARY PUBLIC, State of Florida
Turi Stevens
Printed Name
My Commission Expires: 8/1/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4904 Eisenhower Blvd., Ste 250 Tampa, FL 33634 Ronald Walters	1-727-797-4190	CONTACT NAME: Gini Morgan PHONE (A/C No. Ext): 727-796-6216 E-MAIL ADDRESS: gini.morgan@ajg.com FAX (A/C No.): 727-791-1613
INSURED Watson Construction Company, LLC Watson C&D, LLC, Countyline Landfill, LLC Watson Equipment, LLC 940 NW 247th Drive Newberry, FL 32669		INSURER(S) AFFORDING COVERAGE
		INSURER A: PROPERTY & CAS INS CO OF HARTFORD 34690
		INSURER B: STARR IND & LIAB CO 38318
		INSURER C: BRIDGEFIELD EMPLOYERS INS CO 10701
		INSURER D: AGCS MARINE INS CO 22837
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 41869771 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			210ENQT3099	02/20/14	02/20/15	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			210ENQT3100	02/20/14	02/20/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000020717	02/20/14	02/20/15	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	830-53178 830-49865	01/01/14 01/01/14	01/01/15 01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Property/Inland Marine			MXI93038765	02/20/14	02/20/15	Leased Equipment	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Gainesville; Public Works Department
Solid Waste Division, MS10
405 NW 39 Avenue
Gainesville, FL 32609
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronald Walters

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March 3, 2015

Dana L. Gauthier, CPM
Senior Buyer
GRU
PO Box 147117 Station A130
Gainesville, FL 32614

Subject: Clarification of responses needed to GRU RFP 2015-024 Transportation and Beneficial Reuse or Disposal of Dewatered Biosolids.

Dear Ms. Dana Gauthier:

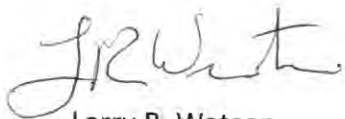
Watson C&D will use our existing compost facility to process GRU biosolids. The biosolids would be mixed with the compost and processed to A or AA biosolids to enhance the product we currently produce. We are currently engaged with the City and County receiving the curbside vegetative yard waste and tree debris. We are also engaged with GRU Murphee Water Plant receiving the spent lime for water purification, as well as receiving the grit extracted from GRU WWTP's carousels. As our reply to GRU-RFP 2015-024 states, we have a FDEP approved and permitted pilot study for biosolids (see attachment A). We have not yet completed the Pilot Study but feel we can complete this before the centrifuge thickener is ready for use. Watson C&D also has 5,000 acres that can be utilized for land application for Class B Digested.

Please see the requested clarifications listed below.

1. Please confirm the price of \$34.50/wet ton of biosolids over a 5 year contract period is with no annual escalation or fuel adjustment charges.
The price of \$34.50/ wet ton is the price quoted. In our haste trying to complete the bid by cutoff, we did not put a fuel charge in the bid. We interpreted from the RFI there would be a face to face conference with eligible responders to discuss the specific cost of operation increases.
2. Is Watson C&D able to receive Partially Digested biosolids or does your company require GRU to provide Class B Digested biosolids (Pathogen Reduction level)? If you can take partially digested biosolids, does the \$34.50/ wet ton price still apply?
At present time we would have to request Class B Digested Pathogen-Reduced, that we could land apply. We are diligently working to complete the FDEP Pilot Study which would confirm we could take Partially Digested biosolids. At this point, \$34.50 would still apply.
3. Do you have FDEP approval for your process for receiving biosolids at Partially Digested levels?
Yes, we currently have a FDEP approval for receiving Waste Activated Sludge to be processed to A or AA standard.

4. Do you have FDEP approval for your process for biosolids at Digested Class B (Pathogen Reduction levels)?
Yes, same as #3.
5. Item 6.1 Description of Proposed Process
- Can you clarify what you mean by "Watson C&D would prefer to receive Digested Class B biosolids, but pending results of a pilot program with waste activated sludge, would be able to receive either one"?
- 6.1 At present time we have not completed Pilot Study and would be able to start operations by land applying Class B. After Pilot Study demonstrates waste activated sludge can be processed to A or AA we would be in a position to accept either Class B Digested or Partially Digested biosolids.**
6. Item 6.4 (d) Risk of Process Disruption
- You stated that your contingency plan in case of process disruption/ failure was "in case of surplus, land application for feed farmers would be a contingency plan". Please describe how you would treat the biosolids in this situation in order to be able to land apply.
- 6.4 Watson C&D presently has 5000 acres of farm land that can be permitted to land application before proposed start date of centrifuge dewatering.**
- Can you clarify what you mean by "while an in-vessel composter was constructed to accommodate the biosolids overage"? How are you planning to use the in-vessel composter? Are you planning to utilize in-vessel composting to treat Partially Digested biosolids volumes which cannot be land applied?
- Watson C&D owns an in-vessel composter which is being modified and installed. Watson C&D would use this to process Class B digested to Class A or AA.**
7. Can you provide a valid business tax receipt issued by the City of Gainesville at least 6 months prior to the response due date?
- Please see attached (attachment C) which is our Newberry license. We apologize but were under the impression that this encompassed Alachua County. If necessary we will apply for the County or City of Gainesville licenses, whichever is required.**

Sincerely,



Larry R. Watson
Watson C&D, LLC

**Plan of Study
For A
Biosolids Composting
Feasibility Study**



**Watson C&D LLC
12890 NE SR24
Archer, Fl 32618**

**Prepared By:
Henry A. Sheldon, P.E.
11611 SW 89th Street
Gainesville, Fl 32608**



November 11, 2014

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Section 1

Purpose

Watson C&D is considering upgrading its composting operations to include municipal biosolids. It is Watson's goal to improve the 'fertilizer' value of their marketable compost by incorporating into it municipal biosolids.

Ingredients of Watson's present compost product include:

- (A) Vegetative Yard Waste (VYW) - Curbside pickup of grass clippings, leaves, tree limbs, etc.,
- (B) Vegetative Produce Waste (VPW) - Grocery store waste vegetables, etc, and
- (C) Animal Waste (AW) - Dairy Cow Manure.

The compost from these organics, although being a valuable (and marketable) soil complement are relatively low in Nitrogen (1%) and Phosphorous (0.5%). Municipal biosolids having higher concentrations of nitrogen (5%) and phosphorous (3%) would improve the fertilizer value of the compost.

The Purpose of this Feasibility (Pilot) Study is to demonstrate that Watson C&D can produce at its Archer Road (SR 24) Site in Levy County a compost including municipal biosolids that will comply with all EPA Class A (FDEP Class AA) biosolid standards and requirements thus enabling it to be marketed in the public domain. The Study will be based on the use of Aerated Static Piles (ASPs).

Section 2

The Watson Site

The Watson Site is located on SR24 in Levy County as shown in Figure 1.

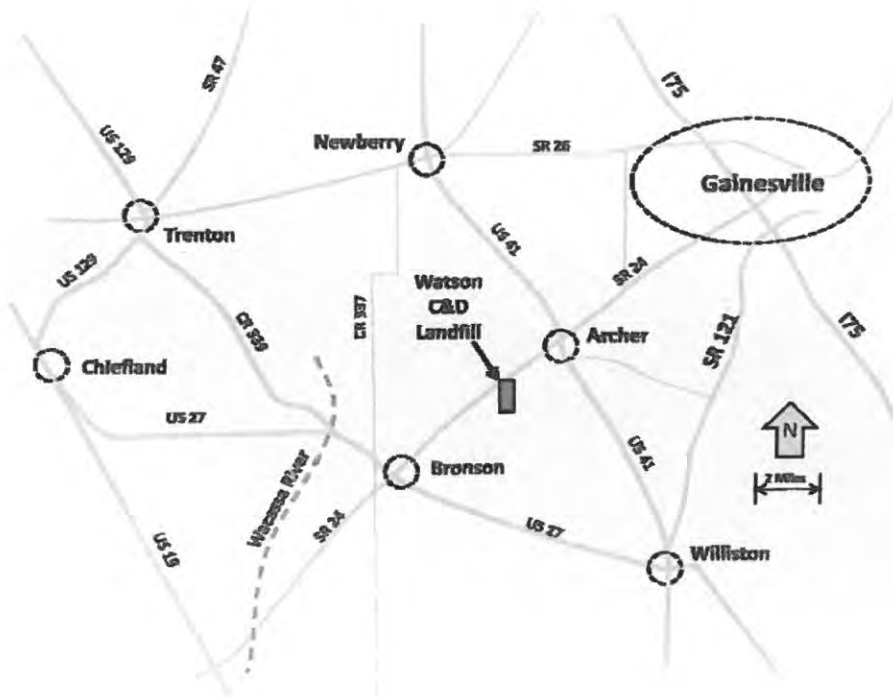


Figure 1 Watson Site - Location Map

The Site consists of approximately 200 acres and includes several multi-use areas listed below. An aerial base map of the Site delineating these use areas is shown Figure 2.

A.	An active sand mining area (Ac)	40
B.	An active composting area (Ac)	80
C.	An active landfill area (Ac)	40
D.	An office & commercial outlet sales area (Ac)	5
E.	An equipment storage and maintenance yard (Ac)	5
F.	Forested expansion areas, roads, & buffers (Ac)	30
	Total (Ac) =	200

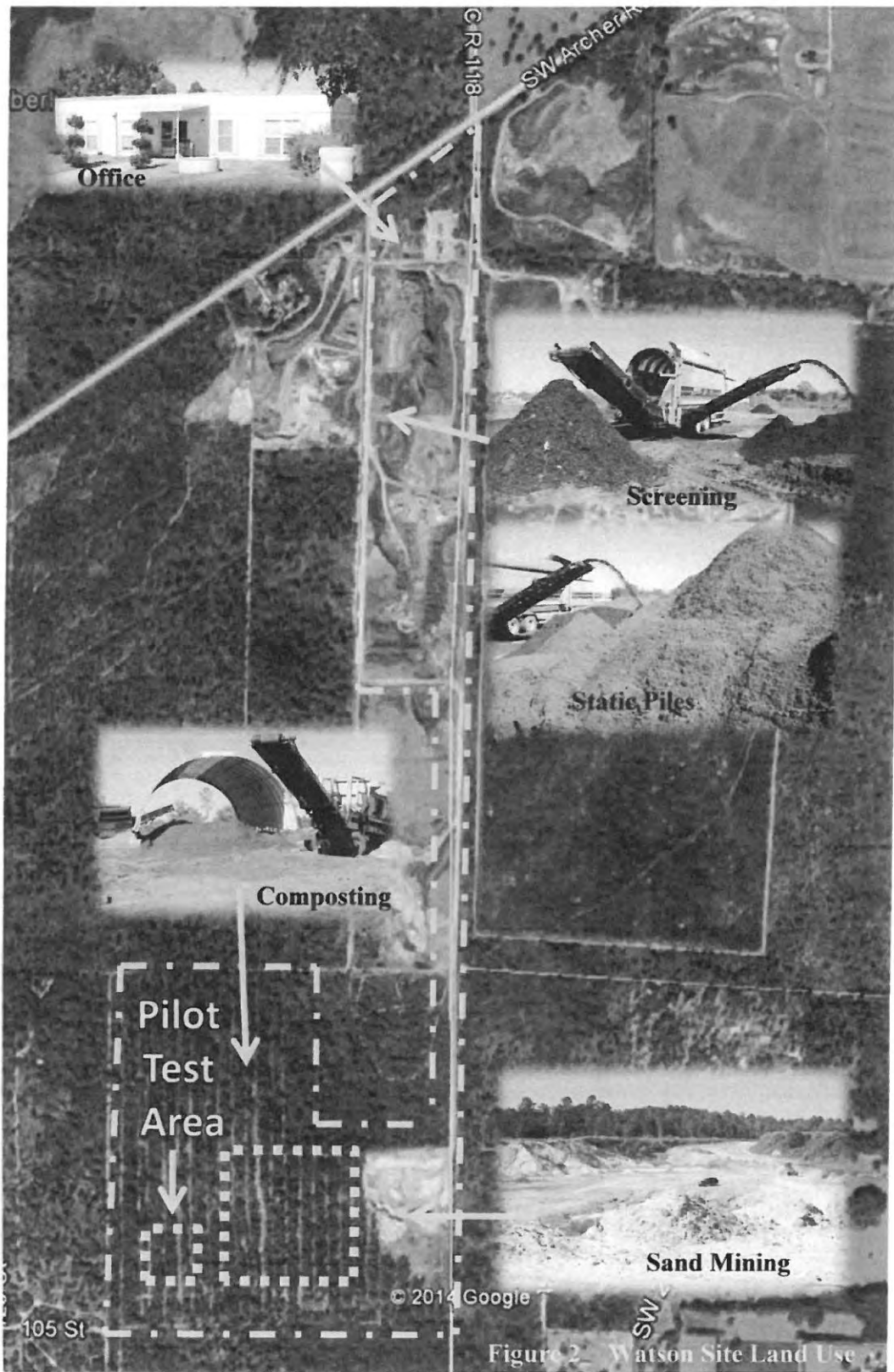


Figure 2 Watson Site Land Use

Section 3

Pilot Study Area

The Pilot Study will take place on approximately 2 acres of the Watson Site as described below and located as shown in Figures 2, 3, 4 and 5.

3.1 Legal and Permitting Descriptions

Land Owner: Freebee Land Holdings, LTD (Watson C&D)
940 NW247 Drive
Newberry, Fl 32669

Legal Description: SW1/4 of the SW1/4 of the NE1/4 of Section 36-T11S-R17E.

Global Location: 29°29'16.04" N Latitude
82°33'50.36" W Longitude

Ground Elevation: 100 feet MSL

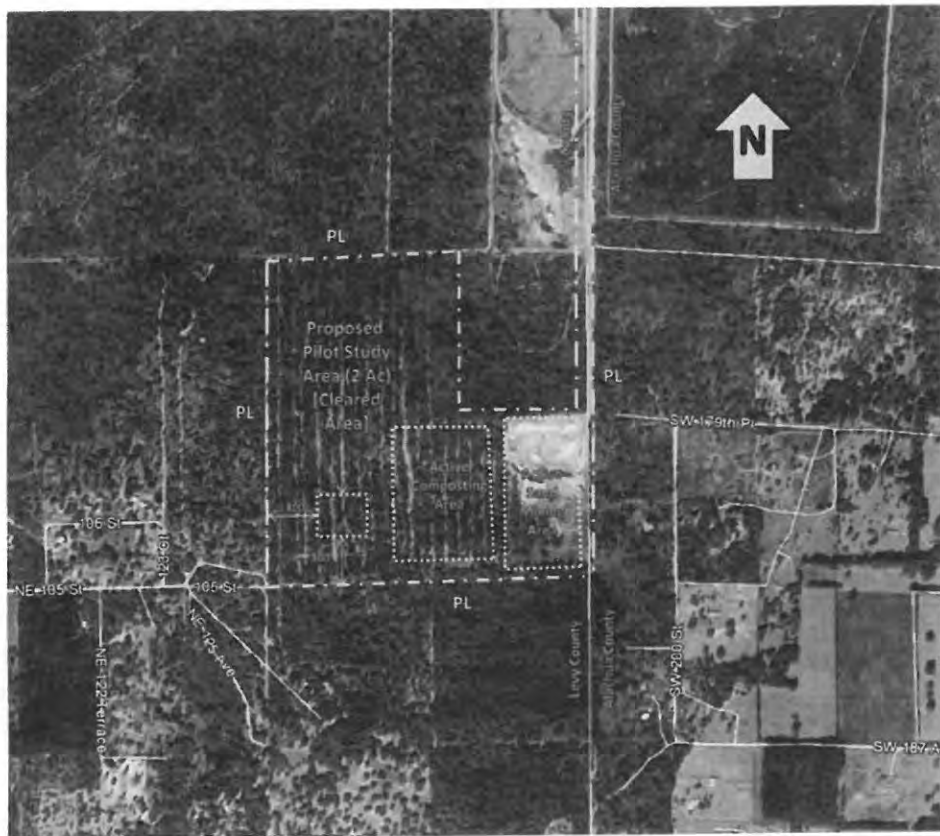


Figure 3 Watson Site - Pilot Study Location

3.2 Topography - Topography (ground slopes) of the Pilot Study Area is shown in Figure 4. Ground slopes in the Test Area are less than 3%. The Pilot Study Area has been cleared and grubbed with 4 to 6 inches of top soil from the Area formed in to a 3 foot high berm adjacent to the Forested Property Line Buffer Zone.

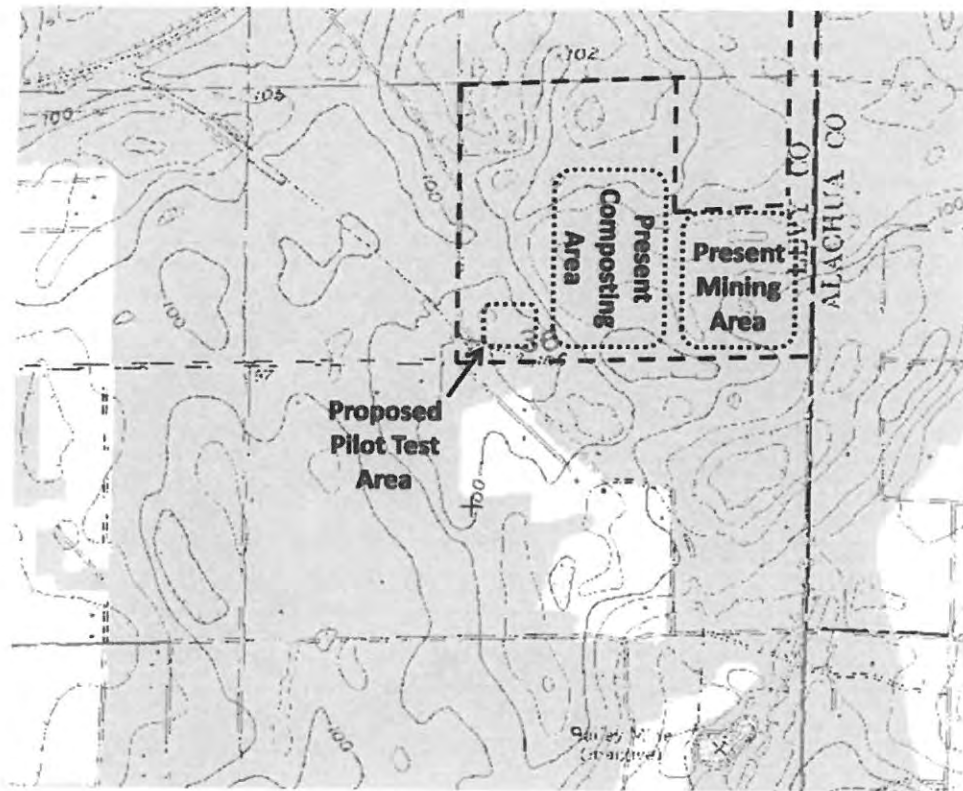


Figure 4 Pilot Study Area - Topography (USGS)



Pilot Study Area - Cleared & Grubbed

3.3 Soils - Soils in the immediate area of the Pilot Study area are shown in Figure 5. The predominant soil in the Test Area is Chandler Fine Sand. This is a deep, clean, well drained, permeable sand to depths of 50 feet. Surface slopes are less than 5%.

Chandler Fine Sand is a 'beach sand' of Florida's Miocene Shoreline (5 Million Years Ago). It is the primary sand being mined at the Watson Site. It is commonly used in the local area for building foundations.

Soils in the Pilot Test area will remain in their natural state (profile) for duration of the Pilot Study and beyond as necessary to support future compost operations.

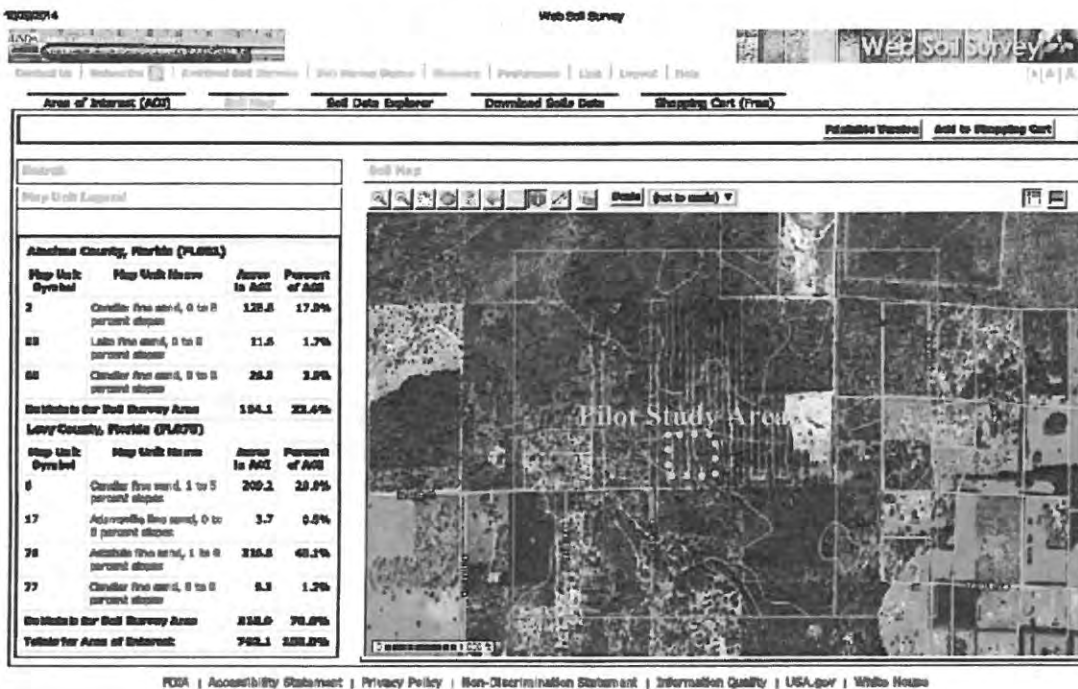


Figure 5 Pilot Study Area - Soils (Source: NRCS)

3.4 Setbacks - All Pilot Test features (ASP's as described below) will be set back from property lines, private wells, surface water as required by FDEP 62-630. Specifically, these setbacks will include the following:

- A. **Property Lines** - The Pilot Test Area will be setback a minimum of 200 feet inside the South and West Property Line. The setback area will be maintained in natural pine/palmetto forest cover.
- B. **Private Wells** - The Pilot Test Area will be setback a minimum of 300 feet from any private wells in the area.
- C. **Sinkholes & Surface Waters** - None Identified within 500 feet of Property Line.

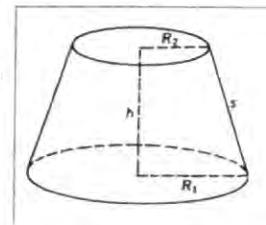
Section 4

Aerated Static Piles

The Pilot Study will utilize Aerated Static Piles (ASP) to achieve compliance with the EPA 503 and FDEP 62-640 Regulations. The Pilot Study will include Nine (9) Piles as described below. Each Pile will be aerated by mixing (scooping and dropping) with a Front-End Loader.

4.1 Shape, Dimensions, and Volume - Each ASP will be formed into a pyramid of approximate dimensions as shown in Figure 6. These dimensions are Watson's 'Standard Dimensions' for their current Static Piles.

Mathematically this shape (Pile) is a 'Prismatoid'. Its 'True' volume (V_1) is calculated by the equation: $V_1 = (1/3)h(B_1+B_2+\sqrt{B_1 \times B_2})$, where h = high (ft) of the Pile, B_1 = Area (sf) of the Base of the Pile, and B_2 = Area (sf) of the top of the Pile.

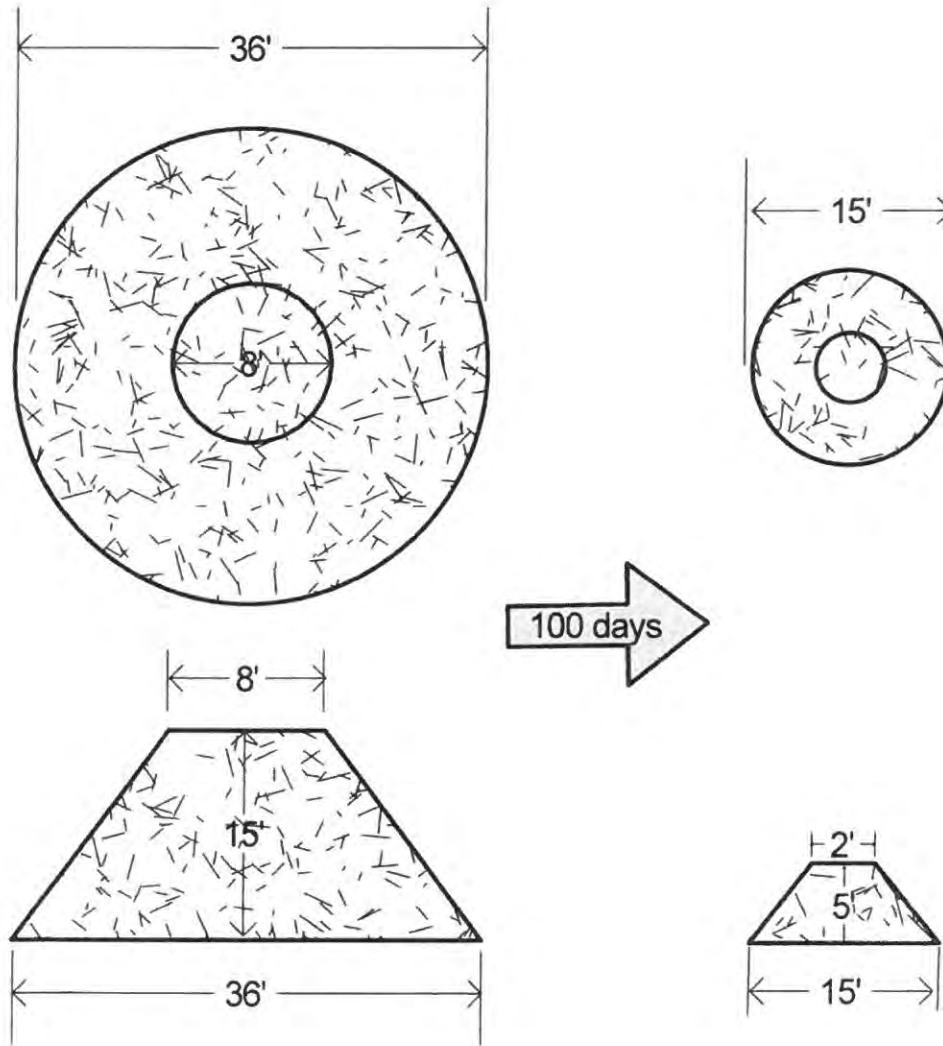


At the start of the Test, i.e., at Time (T) = 0 days, the Pile's approximate dimensions (based on Watson's experience) will be $h = 15$ feet, $D_1 = 36$ feet, and $D_2 = 8$ feet, where D_1 and D_2 are the diameters of the base and top respectively. The calculated 'True' volume (V_1) of a perfectly formed ASP to these dimensions is: $V_1 = 239$ CY. [30 perfect 8 CY 'scoops']

The actual ASP will be imperfect in shape due to it being constructed with a 'Front-End Loader' with an 8 CY bucket (scoop). Given the 'Reach' of the 'loader', the dexterity of the operator, weather, and other factors of construction, the standard ASP volume at $T=0$, will be assumed to be 224 CY based on 28 '8 CY scoops' with the Front-End Loader. The ASP will be approximately 94% 'perfect' in shape and volume.

Based on Watson's experience with their current composting of static Piles, there will be an approximate 60% to 70% volumetric reduction of the pile at the completion of the composting reaction in 100 to 120 days depending on weather. The volume (V_2) of the stabilized (composted) ASP is therefore estimated to be between 65 and 90 CY. The dimensions of the V_2 ASP shown in Figure 6 are rough approximations of the stabilized (composted) ASP.

For the purposes of this Study, the ASP's will be composted without bacterial assist occulants. Only moisture will be added as needed to maintain pile temperatures to the EPA/FDEP minimum standards of 55° C [122° F] for 15 days with mixing as sufficient to achieve Pathogen and Vector Attraction Reduction.



Note: Volumetric Reduction Estimated w/o Occulents

Figure 6 ASP Dimensions (Typical)

4.2 Spatial Layout - Layout of the 9 Piles will be based on 100-foot centers as shown in Figure 7. The total space requirement is estimated at 300' x 300' or approximately 2 Acres.

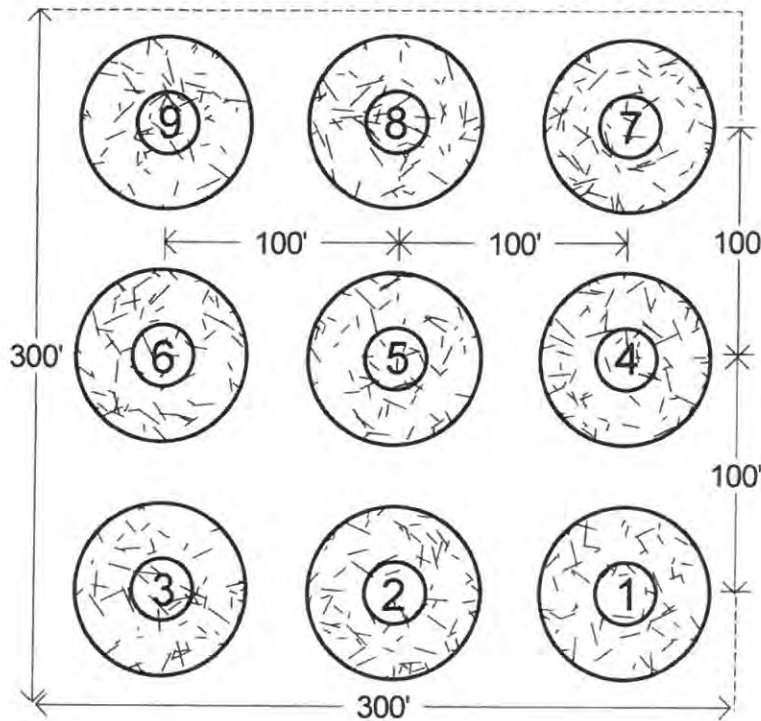


Figure 7 ASP Spatial Layout

4.3 Composition - Raw materials to be used in the ASP composting reactions will include the following:

- A. Non-Pathogenic Organics
 - i. VYW - Curbside grass clippings, leaves, twigs, etc.
 - ii. VPW - Pre-consumer waste vegetable produce - lettuce, tomatoes, etc.
 - iii. AW - Dried Cow Manure (dairy originated solid waste)
- B. Pathogenic Organics
 - i. Class B Dewatered Municipal Biosolids (BS)
- C. Wood Ash Inorganics

All of these ingredients with the exception of the Biosolids are currently available at the Watson Site being used for composting or other purposes. Municipal Biosolids will be obtained (hauled) from the City of Lake City's St. Margaret Road WWTP. The Lake City Biosolids meet FDEP Class B Standards as they leave the WWTP in Lake City as summarized below. Table 1 summarizes the proposed composition of each of the nine (9) ASP's.

Table 1 Composition of Static Piles (% & Scoops)

Pile	Pile Mix (%)				
	Curbsides (VYW)	Vegetables (VPW)	Manure (AW)	Wood Ash (WA)	Biosolids (BS)
1	100	0	0	0	0
2	70	30	0	0	0
3	60	30	10	0	0
4	70	0	0	0	30
5	50	0	0	0	50
6	30	0	0	0	70
7	40	20	10	10	20
8	40	0	0	10	50
9	0	0	0	0	100

Pile	Pile Mix (8 CY Scoops)				
	Curbsides (VYW)	Vegetables (VPW)	Manure (AW)	Wood Ash (WA)	Biosolids (BS)
1	28	0	0	0	0
2	20	8	0	0	0
3	17	8	3	0	0
4	20	0	0	0	8
5	14	0	0	0	14
6	8	0	0	0	20
7	11	4	4	4	5
8	11	0	0	3	14
9	0	0	0	0	28

Section 5

Analyses

Analyses will be conducted of Watson's Compost to demonstrate compliance with EPA and FDEP Requirements for Use in the Public Domain as follows:

5.1 On-Site Analyses by Staff

On-Site Analyses by Staff will include recording daily ambient weather conditions at the Watson Site (Office Building Weather Station) and periodic Physical Conditions of the ASP's as shown in Tables 2 and 3. ASP Temperature and pH analyses will be made by hand-held probes of representative locations inside the ASP.

Table 2 Weather Conditions (Daily -1400 @ Office)

Date	Temp (F)	Rainfall (In)	Clear (√)	Windy (√)	Overcast (√)

Table 3 Physical/Chemical Conditions of ASP's (Weekly @ 1400 Hour)

Date:	Aerated Static Piles (ASPs)								
	1	2	3	4	5	6	7	8	9
Temp (F) ¹									
pH									
Moisture ¹									
Moisture Added (√)									
Vectors (√)									
Odors (√)									
Other Observations									

1) Temperature & Moisture taken with 4' probes inside Pile.

5.2 Analyses by Certified Laboratories

Analyses by Certified Laboratories will be made of the following physical and chemical properties of each ASP as summarized in Tables 4, 5, & 6.

**Table 4 EPA Regulated Metals
(Representative Samples at T=0 and T=100 days)**

Metals	Aerated Static Piles (ASPs)								
	1	2	3	4	5	6	7	8	9
Arsenic									
Cadmium									
Copper									
Lead									
Mercury									
Molybdenum									
Nickel									
Selenium									
Zinc									

**Table 5 EPA Pathogenic Organism & Vector Attraction Reduction Compliance
(Representative Samples from each ASP at T=0, T=5, T=15, & T= 45,
T = 60, & T = 100 days)**

Parameter	Aerated Static Piles (ASPs)								
	1	2	3	4	5	6	7	8	9
Fecals									
Salmonella									
SOUR's									

**Table 6 Agricultural Value & Fertilizer Characteristics
(Representative Samples at T=0 and T=100 days)**

Parameter	Aerated Static Piles (ASPs)								
	1	2	3	4	5	6	7	8	9
pH									
Nitrogen									
Phosphorous									
Potassium									
Iron									
Sulfur									
Calcium									
Magnesium									
Manganese									
Boron									
TDS									

Section 6
Deliverables

Deliverables to FDEP will include the following reports and documents:

1. Quarterly Report summarizing all Study activities, results, and conclusions in narratives, graphs, and photographs.
2. Final Report
3. FDEP Permit Application

All reports will be signed and sealed by the Engineer of Record for the project as required by Florida Statutes & the Florida Administrative Code.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**DABNEY, DOUGLAS HALE
WATSON CONSTRUCTION COMPANY, LLC
940 NW 247TH DRIVE
NEWBERRY FL 32669**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGC1510498

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

**DABNEY, DOUGLAS HALE
WATSON CONSTRUCTION COMPANY, LLC
940 NW 247TH DRIVE
NEWBERRY FL 32669**



E-mail intent to Award

March 9, 2015

To All Respondents to RFP 2015-024 for Transportation and Beneficial Reuse or Disposal of Dewatered Biosolids.

Gainesville Regional Utilities has completed its evaluation of the above referenced RFP and is recommending award to Greentechnologies, LLC pending City Commission approval on April 2, 2015.

A copy of the bid tabulation is attached for your reference.

On behalf of GRU, thank you for your interest and participation in this solicitation process. If you have any questions, please contact me at (352) 393-1250.

Sincerely,



Dana L. Gauthier, C.P.M.
Senior Buyer
Utilities Purchasing

AWARD PROCESS

Responsible/Responsive Bidder

A **responsible bidder** has the capability to perform the contract requirements in all respects, including the experience, integrity, reliability, capacity, facilities, equipment, and good credit, which will help assure good faith performance. A bidder's qualifications may be considered in making an award recommendation. GRU has the right to verify the qualifications of a bidder as GRU deems appropriate either before or after the bid opening.

A **responsive bidder** has submitted a bid which fully conforms in all material respects to the solicitation's requirements, as determined solely by GRU. "Material respects" refers to factors of importance which help to ensure that the bidder will adequately comply with the prerequisites of the solicitation by performing the work in the manner specified, or providing equipment or goods meeting specifications.

If GRU determines either that a bidder is not responsible, or the bid submitted is nonresponsive, written notice will be sent by the Purchasing representative to the bidder, setting forth the basis of the finding. The failure of a bidder to promptly supply such information to support their company's capabilities as may be requested by the Purchasing representative may be grounds for GRU to determine that the bidder is not responsible. Similarly, the failure of a bidder to promptly supply information in connection with an inquiry may be grounds for a determination of nonresponsiveness.

GRU may, in the exercise of its sole discretion, require a **prequalification** process in connection with any bid. In such case, a prequalification form is sent to bidders to complete which helps GRU assess the bidder's qualifications and experience. Bidders are notified whether or not they qualify to participate in the solicitation. The form may also be modified for submittal with the bid response based on the type of goods or services needed. If a prequalification process is not used, GRU may also elect to award the solicitation based on an evaluated process.

A mandatory or non-mandatory **pre-bid meeting** may be held prior to the bid due date which can help potential bidders to determine if they are capable of performing the work.

EXCEPTIONS AND CLARIFICATIONS

While a responsive bid meets all material requirements of the solicitation, GRU may waive non-material requirements. Some requirements cannot be waived without adversely impacting the competitive bid process. If during bid evaluation, there is any

doubt as to the materiality of any exception or clarification taken, Utilities Purchasing and/or the Utilities Attorney shall be consulted before acceptance of a bid. Similarly, no bid shall be rejected without such consultation.

CORRECTION/WITHDRAWAL OF BID

Prior to a bid opening, mistakes discovered by a bidder may be rectified, or the bid may be withdrawn by a written notice delivered to Utilities Purchasing in advance of the due date.

After bid opening, corrections in bids shall be permitted: 1) only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made; 2) the nature of the mistake is evident; and 3) the bid price intended is evident. After bid opening, changes cannot be made to bid prices or other bid provisions in the interest of fair competition.

In lieu of bid correction, an apparent low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or the bidder submits evidence which clearly and convincingly demonstrates that a good faith mistake (without negligence of the bidder) was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be evidenced in writing by the Purchasing representative.

TIE BIDS

Bids shall be considered tied only when all factors in the bid are equal. If there is a difference in delivery time or another factor which benefits the City, the bids shall not be considered tied. All factors being equal, preference shall be given to tied bidders in the following order:

- 1) drug-free workplace programs meeting the requirements of Florida Statutes
- 2) located within the City limits, if not subject to the Local Preference Ordinance
- 3) located within Alachua County
- 4) located within the State of Florida.

NOTIFICATION OF AWARD

Purchasing will notify bidders of the recommended award of the contract with reasonable promptness. The notification will be through an award letter, issuance of a purchase order, execution of a contract or other appropriate means. Purchasing will be responsible for obtaining required submittals from the successful bidder such as the insurance certificate, bonds, purchase order acceptance or contract, as required.

MULTIPLE AWARDS

If bid documents provide for award to more than one bidder, multiple awards may be made to bidders under one solicitation. The provision to make multiple awards should be considered when it appears likely that the equipment, materials, or services available from a sole bidder will not meet the needs of the City or it is in the best interest of the City to purchase from multiple vendors.

CANCELLATION OF AWARD

Cancellation occurs when an issued purchase order or executed contract is voided, rescinded or terminated, or the delivered goods or work are rejected. If defective goods are received, an order is incorrect, or work is not performed in accordance with specifications, the user department shall contact Purchasing before taking any action. In addition, departments must contact Purchasing for assistance with canceling any purchase order or contract.

Even after a bid has been awarded, Purchasing may cancel the award or executed contract based on a bid error and may take action to reject performance when appropriate. If the contract is canceled at the request of the vendor, the vendor may be required to reimburse the City for the difference between its bid and the next low bid.

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 Utilities 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 contractor, 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 contractor 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 contractor 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 City 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 the City, 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 contractor, including debarment by another governmental entity for any cause listed in this Section;
- (j) The foregoing are 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 the City 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 the City 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, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

APPEALS AND REMEDIES

It is the intent of GRU to ensure a fair and impartial process for all competitive procurement solicitations, resulting in contract award to the most responsive and responsible bidder(s) whose bid or proposal is most economical for the intended purpose, and which is in the best interest of GRU and its ratepayers.

To that end, if any actual or prospective bidder has concerns or questions about a solicitation at any point of the process, they are encouraged to contact the Purchasing representative or GRU Purchasing Manager to communicate their concerns.

Prospective bidders may submit a protest to the Purchasing Manager regarding an Invitation to Bid, Request for Proposals, Request for Statement of Qualifications, specific terms and conditions, technical specifications or other concerns prior to the solicitation's due date or as indicated in the solicitation.

After the bid opening, actual bidders are prohibited from lobbying City officials or employees regarding the procurement during the black out period, which is defined as the period between the time the bids are received by the Purchasing Department and award of the contract. Bidders may, however, contact the Purchasing representative during the black out period with questions or concerns. Bidders who violate this provision shall disqualify the bidder on whose behalf the lobbying occurred. This procedure is not all encompassing of the City's Purchasing policy, available at www.cityofgainesville.org.

Actual bidders who are aggrieved in connection with the intended award of a contract and could reasonably be expected to obtain the work if its protest is granted, may protest in writing to the GRU Purchasing Manager within the following number of days after the notice of intended award:

Purchases which do not require
prior approval of the City Commission 3 calendar days after notice of award

Purchases which require prior
approval of the City Commission 7 calendar days after notice of award

The period for appeal shall be calculated as follows: the day of the notice of award shall not be counted and the last day of the period shall be included unless it is not a working day for the City. If the last day of the period is not a working day, the appeal period shall run through the close of the next City working day. In cases where federal or state regulations require the mailing of a notice of intent to award, the period for appeal shall be seven days from the date of issuance of such notice.

Protests shall:

1. Be legible.
2. State clearly the alleged aggrieved party's interest in project.
3. State clearly the action taken by the City which affects the protestor's direct financial interests.
4. State clearly the protester's recommended adjustment for remedy.
5. Include a Power of Attorney, Corporate Seal or other evidence which verifies that the protestor has legal authority to act on behalf of the company, corporation or recognized legal entity.
6. State the date that the protestor became aware of the alleged aggrieved incident.
7. If the protest involves a specification or language contained in the contract documents, identify the specific section upon which the protest is predicated.
8. If the protest involves a specification or language contained in the contract documents, include a detailed statement indicating how the aggrieved party intends to comply with the contract documents specification or language.
9. Include all relevant information, which the alleged aggrieved party believes to be pertinent to the protest.
10. Include a sworn statement that the protestor is acting alone and is not in concert with any other party for any other reason but direct financial interest.

The City may, in the exercise of its sole discretion, withhold the award pending resolution of the protest, or waive irregularities in the requirements of the protest that are not material to the integrity of the process.

Within seven (7) business days of receipt of a timely protest complying with the above requirements, the Purchasing Manager shall determine if a hearing is warranted based on information submitted by the aggrieved party. Upon such decision, the Purchasing Manager shall send a written notice to the aggrieved party within two (2) business days.

If the Purchasing Manager determines that a hearing is warranted, the aggrieved party will be provided an opportunity for a hearing in three (3) business days from the date of the written notice. If the hearing cannot be performed within such time, the hearing should

be held as soon as practicable based on the availability of staff, but in no event shall the hearing be held more than seven (7) business days from the date of the written notice. All bidders that responded to the solicitation shall be notified of the protest and hearing and may attend in order to protect their interests. The notice to all parties will include the hearing date, time and location.

Protests for solicitations which do not require City Commission approval shall be heard by the Administrative Services Director or designee. Reports shall be made to the City Commission of any Bid Protest for purchases that do not require approval of the City Commission.

Inasmuch as the hearing may be considered subject to the Sunshine Law, the notice should be given pursuant to 286.0105, F.S., and contain the following language:

"If a person decides to appeal any decision made by the Protest Appeal Board, the agency or the Commission with respect to any matter considered at the hearing, he will need a record of the proceedings, and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Protests for solicitations which require City Commission approval prior to award shall be heard by a Protest Appeal Board (the Board) consisting of the following persons:

1. The Assistant General Manager of the department for whose benefit the award is to be made, or designee.
2. The Administrative Services Director or designee.
3. A third person having technical or other knowledge of the specifications who has not been directly or indirectly involved in the evaluative process.

Any person directly involved in the evaluation and award of the bid should recuse themselves from the Board and appoint a designee who has not been directly involved in the process.

Within three (3) business days of the hearing, the Board shall render its decision in writing to the General Manager. The Board shall recommend to either grant or deny the protest. The General Manager, or designee, shall cause written notice of his decision to be given to the aggrieved party within five (5) business days of receipt of the Board's recommended decision.

The final action of the General Manager, upon the recommendations of the Appeal Board or the Administrative Services Director or designee, as applicable, shall be binding upon all bidders that submitted bids upon the item subject to the bid protest.

A bidder who has exhausted the foregoing procedures may appeal the decision of the General Manager to the City Commission. The bidder must communicate its desire to appeal the decision in writing to the General Manager, who will schedule the appeal before the Commission.

The City Commission shall review the decision of the General Manager, the record before the General Manager, and written or oral argument of the parties involved in the protest. No new evidence shall be considered and the City Commission may only reverse or modify the decision of the General Manager upon a determination that their decision was not based on substantial competent evidence or that their reasoning or application of the policies, procedures and law was fundamentally flawed. The decision of the City Commission shall constitute final administrative action.

With regard to projects funded in whole or in part under Federal Grant Programs, the aggrieved party may have additional rights regarding protest appeals under applicable Federal regulations issued by the awarding agency. It is the responsibility of the aggrieved party to protect such rights as may be provided under said Federal law or regulations.

CONDUCT OF THE PROTEST HEARING

The following rules of order will be observed in the conduct of protests subject to City Commission approval when properly filed in accordance with the above procedure:

1. The three members of the Protest Appeal Board shall elect a Chairperson (the Chair) from among their members to preside over the meeting, and designate a secretary, who may or may not be a board member, to take minutes.
2. The Chair shall call the hearing to order and introduce the members of the Protest Appeal Board. All attendees shall sign in for a record of attendance.
3. The Chair shall make introductory statements about the basis for the protest for the benefit of those attending and to establish the issues for the record.
4. The Protestor shall be given the first opportunity to speak and present the basis for the protest. The Chair shall restate the issues of the protest to ensure that the hearing is confined to only those issues contained in the filed written protest.

5. The Board shall question the Protestor as needed in order to clarify any issues presented.
6. The Purchasing representative responsible for the bid shall present the background of the bid, present the bid file for inclusion into the record, and explain the evaluation process and basis of award. If the Purchasing representative deems necessary, they may call witnesses to support the technical aspects of the specifications or otherwise support the process. The Purchasing representative shall control the testimony of the witnesses by asking specific questions about the items at issue.
7. Witnesses called by any interested party shall identify themselves by name, title, and the capacity in which they participated in the process.
8. If the protest is in regard to the specifications, the Protestor and the Purchasing representative must explain the portions of the specifications at issue with specificity.
9. The Protestor shall be given the opportunity for rebuttal.
10. Other interested parties in attendance shall be given an opportunity to speak to protect their interests.
11. The Chair shall conclude by explaining the timeline for decision-making including final determination by the General Manager.
12. The Chair shall adjourn the hearing and the Protest Appeal Board shall deliberate the issues.
13. The Chair shall commit the decision of the Protest Appeal Board to writing and submit it with recommendation to the General Manager in accordance with the timeline in the procedures.

The failure of the Board or the Purchasing representative to strictly comply with any exact process herein shall not impair the validity of the proceeding.



12890 NE State Road 24 • Archer, FL 32618 • (352) 495-9948

www.watsoncll.com



www.facebook.com/WatsonCandD

March 16, 2015

To: Utilities Purchasing
Joan Dorval, Purchasing Manager
dorvalja@GRU.com
352-393-1253

Dear Ms. Dorval,

Watson Construction hereby uses this correspondence to properly notice the City of Gainesville, Gainesville Regional Utilities (General Manager) and GRU Utilities Purchasing of our timely intent to protest the results of the TRANSPORTATION AND BENEFICIAL REUSE OR DISPOSAL OF DEWATERED BIOSOLIDS bid (Solicitation No. 2015-24).

Watson C&D LLC was found the second apparent successful bidder. For a variety of reasons Found evidenced and articulated in later attachments we submit that WC&D LLC should have been found the successful bidder and been recommended for award of that contract.

While reviewing the bid results over the last several days it became clear that the grading of bids by City officials was incongruous with the bid as submitted. Some items were graded in a questionable fashion, other items as graded were not indicative of the item being graded.

The unsatisfactory and unsuitable application/comparison of the Watson bid documents has/will affect WC&D direct financial interests a negative manner. Not only the direct impact of not having the work and revenues resulting from improperly not being found successful under this bid but it will negatively affect the sustainability and investments we have made in contiguous areas also.

The required adjustment that Watson C&D is calling for is to revise/regrade the submittals properly so that WC&D will be found properly successful and recommended to the Gainesville City Commission for the award of the Bio-solids contract.

All relevant information that the City might need to review this bid protest/appeal is included in the various attachments.

If we can be of service in this matter or more information is required, please do not hesitate to contact Jim Bacom at 352-538-6015.

Sincerely,

Larry R. Watson
CEO, Watson C&D LLC

POTENTIAL BIO-SOLIDS BID ISSUES

- ANNUAL OPERATING COSTS NOT WEIGHTED HIGH ENOUGH @ 45% OF BID PTS?
- Did GRU end up recommending the award to the 3rd lowest bidder? If so, what is the potential the increase in overall **annual operating cost** to the taxpayer for that decision? Is it worth it? (Denali Water 3.00, Watson 2.92, Greentech 2.75)

By choosing this bidder there will be an additional \$151,333 annually for tonnage, an additional 40 extra miles each way, which is 80 miles of extra fuel and maintenance afforded by taxpayers.

- Risk was 20% of the bid. Watson ranked 4th among all bidders at 2.30, Greentech was 1st with a 2.90 grade. That's a big difference for 20% of bid ...why? What was the big risk with Watson?

Watson has a very low risk due to the fact that since 1976 we have never had compliance issues, we can support ample volumes, and our contingency plan of land application is the most economical disposal technique.

- Flexibility was 20% of the bid. Watson came in at 3rd with 2.60. Greentech and BCR both had a perfect 3.0. A 0.4 difference on the second largest weighted item where the top grades to bottom grades spread was 0.8. Why was Watson graded so low on flexibility?

Watson is very flexible on the length of contract. Digestion levels are flexible. We are flexible on hauling, hours, days, and holidays.

- Environmental benefits only weighted 5% of bid. Isn't this way to low for a Bio-solids *DISPOSAL* contract? Watson was 1st at 2.8, Greentech was at 2.4 (Are they hauling all the way to Jacksonville?). How many added truck miles does Greentech's proposal reflect? How does the Greentech plan differ from H&H 2.0 and R&E 2.0 regarding environmental benefits?

By denying Watson C&D, this would not only handicap our company, but also the city, the county, and the entire local community from achieving the 75% recycling goal mandated for year 2020. In addition, the remaining moisture content in the bio-solids would provide hydration and nutrients. This would greatly reduce the need for utilizing our aquifer reserves for processing. This product could then be distributed on yards and other community common grounds to further help reduce the water usage. This product would also reduce run off and the need for synthetic or chemical supplemental nutrients which generally end up in our water reserves or common waterways. The water saved would be estimated at 4,471,932 gallons each year. The cost associated with that is approximately \$145,000. This could only be interpreted as economically and environmentally positive.

- Local economic benefits 5% of bid. Why wouldn't Watson get a 3.0 on this?


When you take into consideration helping make contiguous Watson operations sustainable the 3.0 excellent rating would seem to be automatic! As we stated, the water content of the bio-solids would go hand-in-hand with hydration needed to process our compost and bio-solids.

- The local preference grade is possibly the most flawed. It appears by the flow chart if the bid price is over \$50,000 (and it is) and you have a City business license, the bidder would get 3.0 points and if not then no points. That would make no sense at all. Comparing all the bidders, does this grading practice advance the logical purpose of local preference? Which bidder has performed more services for this community this year... the last 2 years, 5 years, or 20 years? Which bidder has paid or is paying more in taxes to the community? Which bidder employs more people in the community or pays more property taxes? How much is the "franchise fees" Watson pays in relation to the business permit Greentech purchased?

DATE: March 23, 2015

TO: Kathy E. Viehe, Interim General Manager

CC: Debbie Daugherty, Protest Appeal Board Member
Steve Stagliano, Protest Appeal Board Member
Shayla McNeil, Utilities Attorney

FROM: David Richardson, Interim Chief Financial Officer and Chairperson of Bid Protest Appeal Board 

SUBJECT: Findings of the Bid Protest Appeal Board for Solicitation No. 2015-024

On January 7, 2015, GRU's Utilities Purchasing Department issued Solicitation Number 2015-024, a request for proposal (RFP) for the transportation and beneficial reuse or disposal of dewatered biosolids. (See Attachment 1). Watson C&D, LLC, (hereinafter "Watson") with offices located in Archer, Florida, submitted a timely response to the RFP (See Attachment 2). On March 9, 2015, GRU Utilities Purchasing provided all RFP respondents with notice of intent to award the contract to the most responsible responsive bidder for Solicitation No. 2015-024 (See Attachment 3). On March 16, 2015, Watson provided GRU's Utilities Purchasing Department, with timely written notice of intent to protest the contract award for Solicitation No. 2015-024 based on seven (7) potential bio-solids bid issues outlined in detail (See Attachment 4).

Upon review of Watson's notice of bid protest, the Utilities Purchasing Manager determined that a bid protest hearing was warranted. Pursuant to the Utilities Purchasing Procedures Manual, protests for solicitations which require City Commission approval prior to award shall be heard by a protest appeal board (hereinafter "the Board") consisting of three board (3) members (See Attachment 5). A public hearing was scheduled and noticed for March 20, 2015.

During the public hearing, which was recorded, the Board voted that I serve as the Chairperson and preside over the Board. During the public hearing, Watson was provided the opportunity to speak to the Board and present the basis for the bid protest in order to elaborate and clarify the written notice of protest. During the hearing, Watson further addressed each of the issues identified in the written bid protest. GRU purchasing staff and other GRU employees that were part of the bid evaluation process presented an overview of the bid process, including bid evaluation, and addressed all of the potential bio-solids bid issues identified by Watson. Watson was afforded an opportunity to make rebuttal comments. Comment was solicited from other interested parties, and no such interested parties opted to provide comment. After approximately two (2) hours of discussion and after Watson provided rebuttal comments to the Board, the Board closed the public hearing and started deliberations.

INTER-OFFICE COMMUNICATION

During deliberations, each of the Board members provided comment, feedback, and voted unanimously to deny Watson's bid protest and uphold Utilities Purchasing's decision to award the contract to the most responsible responsive bidder for Solicitation No. 2015-024. The Board authorized me to prepare and send this memo to you, providing the Board decision. The Board recommends that the General Manager review and concur with the Board's findings and recommendation to deny the bid protest and uphold GRU Utilities Purchasing's decision to award the contract to the most responsible responsive bidder for Solicitation No. 2015-024.

Attachments:

1. Solicitation No. 2015-024, dated January 7, 2015 (39 pgs) with Addendum No. 1, dated January 28, 2015 (28 pgs)
2. Watson's response to the RFP, undated (54 pgs)
3. GRU's notice of intent to award Solicitation No. 2015-024, dated March 9, 2015(2 pgs)
4. Watson's notice of intent to protest Solicitation No. 2015-024, dated March 16, 2015 (3 pgs)
5. Utilities Purchasing Procedures Manual, dated April 1, 2011 (16 pgs)



TRANSPORTATION AND BENEFICIAL RESUSE OR DISPOSAL OF DEWATERED BIOSOLIDS

RFP 2015-024

	<i>Risk</i>	<i>Flexibility</i>	<i>Enhanced Environment Benefits</i>	<i>Local Preference</i>	<i>Local Economic Benefits</i>	<i>Annual Operating Costs</i>	<i>Total Score</i>	<i>Total Score %</i>
Weight Per Category	20%	20%	5%	5%	5%	45%		
Maximum Points	(3 pts)	(3 pts)	(3 pts)	(3 pts)	(3 pts)	(3 pts)	(3 pts)	100%
Greentechnologies, LLC*	2.90	3.00	2.40	3.00	1.50	2.75	2.76	92%
Watson C&D, LLC	2.30	2.60	2.80	0.00	2.50	2.92	2.55	85%
Denali Water Solutions	2.00	2.20	1.60	0.00	0.00	3.00	2.27	75%
H&H Liquid Sludge Disposal, Inc.	2.60	2.50	2.00	0.00	0.00	2.54	2.27	75%
BCR Environmental Corp.	2.80	3.00	1.60	0.00	0.50	1.69	2.01	67%
Delta Pioneer, Inc.	1.90	2.60	1.80	0.00	0.00	1.88	1.83	61%
R&E Environmental Services, Inc.	1.60	2.20	2.00	0.00	0.00	2.06	1.79	60%

Quantera Energy**
 Schwing Bioset, Inc.***
 Biosolids Distribution Services***

Notes:

- Scoring Scale: 0-Absent or Poor, 1-Fair, 2-Good, 3-Excellent
- Total Score = Risk Weight (Score)+Flex Weight (Score)+Environmental Benefit Weight (Score)+Local Preference Weight (Score)+Local Economic Benefit Weight (Score)+Annual Operating Costs Weight (Score)

*Recommend Award
 ** Withdrew Submittal
 *** Non Submittal

All Proposals are on file in Utilities Purchasing and available for inspection.

Prepared by:

Dana L. Gauthier, C.P.M.
 Senior Buyer



VIA U.S. MAIL AND E-MAIL

March 23, 2015

Watson C&D, LLC
Attn: Mr. Larry Watson, CEO
1290 NE State Road 24
Archer, FL 32618
Email: lwatson@watsonconstruct.com

Re: Findings of the Bid Protest Appeal Board for Solicitation No. 2015-024

Dear Mr. Watson,

Thank you for your company's participation in our request for proposal process for the transportation and beneficial reuse or disposal of dewatered biosolids. Following your filing of a bid protest, the Protest Appeal Board (the Board) met to review the merits of your protest. I have received and reviewed the Board's findings and recommendations along with all attachments related to Watson C&D, LLC's bid protest. Upon review of the Board's memo in which they recommend denying Watson C&D, LLC's bid protest, I concur with the Board's findings. A copy of the memo containing the Board's findings and recommendations is attached for your review.

Pursuant to the Utilities Purchasing Procedures Manual, you may appeal my decision. In the event that you wish to appeal, please provide me written notice of your intent to appeal my decision and I will schedule the appeal before the City Commission at the next available City Commission meeting. Should you have any additional questions, please contact my assistant, Robin Baxley, by telephone at (352) 393-1032.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kathy E. Viehe', is written over a light blue horizontal line.

Kathy E. Viehe
Interim General Manager for Utilities

DATE: March 23, 2015

TO: Honorable Mayor and Members of the City Commission

FROM: Kathy E. Viehe, Interim General Manager KEV

SUBJECT: Concurrence with the findings of the Bid Protest Appeal Board for GRU Solicitation No. 2015-024

On January 7, 2015, GRU's Utilities Purchasing Department issued Solicitation Number 2015-024, a request for proposal (RFP) for the transportation and beneficial reuse or disposal of dewatered biosolids. Watson C&D, LLC, (hereinafter "Watson") with offices located in Archer, Florida, submitted a timely response to the RFP. On March 9, 2015, GRU Utilities Purchasing provided all RFP respondents with notice of intent to award the contract to the most responsible responsive bidder (GreenTechnologies, LLC) for Solicitation No. 2015-024. On March 16, 2015, Watson provided GRU's Utilities Purchasing Department, with timely written notice of intent to protest the contract award for Solicitation No. 2015-024.

Upon review of Watson's notice of bid protest, the Utilities Purchasing Manager determined that a bid protest hearing was warranted. Pursuant to the Utilities Purchasing Procedures Manual, protests for solicitations which require City Commission approval prior to award shall be heard by a protest appeal board (hereinafter "the Board"). On March 20, 2015, a public hearing occurred.

I have reviewed the Board's findings and recommendations along with all related attachments related to Watson's bid protest. Upon review of the Board's findings, the Board recommended that I deny Watson's bid protest. I concur with the Board's findings.

Pursuant to the Utilities Purchasing Procedures Manual, Watson may appeal my decision by submitting written notice of intent to appeal the decision. In the event that Watson provides notice of intent to appeal, I will schedule the appeal for City Commission review before the next available City Commission meeting.