



***GAINESVILLE REGIONAL UTILITIES***

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***CITY OF GAINESVILLE, FLORIDA***

**Solicitation No. 2015 -009**

**Issue Date: September 1, 2014**

**Deadline for Questions: September 16, 2014 @ 2:00 p.m.**

**Due Date September 23, 2014 @ 2:00 p.m.**

**Cost of Service and Utility Rate Studies**

**Purchasing Representative:**

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**Analyst**

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**Project Representative:**

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***Gainesville Regional Utilities***

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**Gainesville, FL 32601**

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## 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 Responders 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.

### 2.0 PRE-BID OR PRE-PROPOSAL MEETING.

A meeting will not be held.

### **3.0 EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE.**

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

### **4.0 INTERPRETATIONS AND ADDENDA.**

- 4.1 All questions about the meaning or intent of the Solicitation are to be directed to the Purchasing Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received 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 memorized by formal written Addenda will be without legal effect.
- 4.2 Addenda may also be issued to modify the Solicitation as deemed advisable by the Purchasing Representative.
- 4.3 Addenda issued by GRU prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

### **5.0 RESPONSE PREPARATION.**

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

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

## 6.0 PRICE.

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

## 7.0 DEVIATIONS FROM SPECIFICATIONS.

- 7.1 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.
- 7.2 GRU reserves the right to waive clarifications and exceptions to the Solicitation if determined by GRU to be in GRU's best interest.

## 8.0 SOLICITATION RESPONSE.

- 8.1 **Response must be in the possession of Utilities Purchasing by 2:00 p.m. on the due date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4<sup>th</sup> Avenue, 3<sup>rd</sup> Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time. Any Response received after 2:00 p.m. will not be considered.** Responses shall be sealed and plainly marked on the outside of the outer envelope with both the project number and the project name. Response must be completed and signed in ink in space(s) provided or will be subject to rejection. Responses **may not be** submitted by facsimile or e-mail.
- 8.2 Responses 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 Responses, whichever occurs first. Prices may be read at the public Solicitation opening at the sole discretion of Utilities Purchasing.
- 8.3 The Respondent's Certification Form must be submitted with the Response and enclosed in a nontransparent sealed envelope, marked with the project title and Respondent's name and address. **One original, three paper copies and one electronic copy (USB flash drive preferred)** of the Response should be provided. If required, a Bid Bond and other documents must be provided with the Response. If a Bid Bond is required by the Solicitation and not included the response will be deemed non-responsive.
- 8.4 A "Non-Submittal" form has been provided for those who choose not to participate in the Solicitation.

## 9.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.

- 9.1 A Response may be modified or withdrawn if a written request is submitted and physically received by GRU Purchasing before the Response due date and time.
- 9.2 After Responses have been opened, corrections to the Response are permitted only to the extent that (1) Respondent can show by clear and convincing evidence that there was a material and substantial

mistake in the preparation of its Response; ( 2) the nature of the mistake is evident; and (3) the intended pricing is evident.

## **10.0 BID BOND.**

A Bid Bond is not required.

## **11.0 TERMS OF AWARD.**

- 11.1 Award will be made to the best evaluated Respondent based on understanding and approach, company qualifications and experience, proposed method, fees and expenses, references, and local preference, as GRU determines to be in its best interest.
- 11.2 GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 11.3 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.
- 11.4 If the Contract is awarded, GRU will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- 11.5 When GRU gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and required Bonds, if applicable. GRU will ultimately provide a fully signed counterpart to the Respondent.
- 11.6 Failure on the part of the successful Respondent to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.
- 11.7 GRU may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- 11.8 Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the City Commission, and within seven (7) calendar days for purchases that require prior approval of the City Commission. It is the Respondent's duty to be informed of the intended award and GRU's protest procedures.

## **12.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.**

- 12.1 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.”

12.2 Respondent is responsible for compliance with current policies regarding debarment / suspension / termination which have been issued by the Utilities Purchasing Division.

12.3 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.

### **13.0 DISCLOSURE, CONFIDENTIALITY AND PUBLIC RECORDS.**

13.1 Florida has a very broad public records law. By entering into an agreement with GRU, the Respondent acknowledges that it will comply with the Florida Public Records Act (*Chapter 119, Florida Statutes*) Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the Contract between GRU and Respondent. GRU may pursue all remedies for breach of this agreement. Responses to this Solicitation upon receipt by GRU become public records subject to the provisions of *Chapter 119, Florida Statutes*. Should the Respondent believe that any portion or all of its response is exempt from the Florida Public Records Act; the Response should clearly assert such exemption and the specific legal authority for the asserted exemption. In complying with the Florida Public Records Act the Respondent must:

- a) Keep and maintain public records that ordinarily and necessarily would be required by GRU in order to perform the service;
- b) Provide GRU with access to public records on the same terms and conditions that GRU would provide public records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d) Meet all requirements for retaining public records and transfer, at no cost, to GRU all public record in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the GRU in a format that is compatible with the information technology systems of GRU.

13.2 Responses to this Solicitation are public records and will be available for inspection after such time as an award is recommended or within thirty (30) calendar days after the Solicitation due date, whichever occurs first in time.

### **14.0 CONFIDENTIAL INFORMATION.**

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

Respondent agrees to indemnify and hold harmless the City, GRU, its elected officials, and employees for any award to a plaintiff for damages, costs or attorneys' fees and for costs attorneys' fees incurred by GRU by reason of any legal action challenging Respondent's designation of "exempt" or "trade secret" and GRU's refusal to disclose.

#### **15.0 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.

#### **16.0 COLLUSION.**

- 16.1 Only one response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.
- 16.2 Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- 16.3 By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any GRU officer or employee to secure favorable treatment with respect to being awarded this Contract.

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

**FOR**

**COST OF SERVICE AND UTILITY RATE STUDIES**

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, 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. 4<sup>th</sup> Avenue, Gainesville, FL 32601 and \_\_\_\_\_ (“Contractor”), a \_\_\_\_\_ corporation, with its principal place of business at \_\_\_\_\_, collectively referred to as Party or Parties, respectively.

**WHEREAS**, GRU requires cost of service and utility rate studies for the period commencing upon execution of a contract; and

**WHEREAS**, GRU issued a Solicitation on September 1, 2014 for such services; and

**WHEREAS**, Contractor submitted a Response dated \_\_\_\_\_, to provide cost of service and utility rates studies; 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 provide cost of service and utility rate studies.
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.

**1.0 TERM OF AGREEMENT.**

- 1.1 The term of the Contract shall be for one year, commencing upon execution and terminating on September 30, 2015.
- 1.2 The Contract may be extended for one additional one-year period, upon mutual agreement of the parties and negotiation of the contract prices.

1.3 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: \_\_\_\_\_  
David M. Richardson  
Utilities CFO

Approved as to form and legality:

\_\_\_\_\_  
Shayla L. McNeill  
Utilities Attorney

Utilities Purchasing Representative:

\_\_\_\_\_  
E. Alexander Corvetto  
Analyst

## **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.**

#### **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) and (3) 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.**

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](mailto: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.**

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**

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**

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause upon thirty (30) calendar days 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.**

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](mailto: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, 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](http://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 PROJECT REQUIREMENTS.

See Technical Specifications.

### 2.0 AUTHORIZED REPRESENTATIVES.

2.1 The Purchasing Representative for this Contract is E. Alexander Corvetto. Questions regarding this Solicitation and the administration of the resulting Contract should be directed **in writing** to Mr. Corvetto at (352) 393-1209 or via facsimile at (352) 334-2989.

2.2 The Project Representative for this Contract is Diane Wilson. Contact number is (352) 393-1282.

2.3 Contractor Representative for this Contract is \_\_\_\_\_  
Contact number is \_\_\_\_\_

### 3.0 PROPOSAL FORMAT.

Proposals shall be descriptive, but succinct, and logically organized to facilitate evaluation by GRU. Submittals shall be green and environmentally friendly and shall not include any plastic covers or non-recyclable material. Proposals shall include, at a minimum, information which is straightforward, and concise demonstrating the Proposer's approach to satisfying the RFP requirements. Alternates to the RFP requirements must be fully explained. The proposal must be submitted in the following format and contain the following information, at a minimum.

- A. **Understanding and Approach** – Proposer shall describe their understanding of the objectives and scope of the RFP, including the Company's approach to providing the service and a clear and detailed description of the contract will be performed.
- B. **Company Qualifications and Experience** – Indicate years in business, examples of performing cost of service and rate design studies and other related consultation to companies in the utility sector, including experience with publicly owned utilities.
- C. **Proposed Method** – Provide a summary of the process you expect to perform in order to complete the study and provide a draft report by January 15, 2015, and final report by March 15, 2015. Failure to provide this information, or inability to meet this time-sensitive deadline may lead to disqualification from the bid solicitation.
- D. **Fees and Expenses** – The Proposer is responsible for all direct and indirect costs required to complete the study. Proposer can separately itemize, or include in total fees and expenses, the estimated travel costs associated with deliverables outlined under Technical Specifications – Section 3.0 – Project Scope – “Deliverables and Required Timeline”. Include the estimated number of hours needed to perform the services, including a breakdown of on-site vs. remote work. State the lump sum fixed price as a dollar figure and the unit of measure for all costs associated with this work.
- E. **References** – provide client contact information from a minimum of (3) reference in the past ten (10) years. References should be able to provide insight as to the Proposer's ability to perform the work.
- F. **Designated Contact** - Identify a contact person authorized to conduct follow-up conversation with GRU and serve as contract manager for the Proposer.
- G. **Resources** – Provide evidence of resources available to perform the work (equipment, staffing, etc.)

**H. Local Preference** – As defined by the City of Gainesville’s Local Preference Ordinance – See ‘Article X’ included in this RFP. Business that meets the definition of Local Preference per Ordinance shall provide evidence of such with the submittal.

**Minimum Qualifications:** To be considered for award, Proposer must have a minimum of five years consulting experience in the utility industry, and experience conducting cost of service and rate design studies for at least 3 utility clients following FERC and or NARUC guidelines whom may be used as references.

**Proposed Timeline of Events**

Issuance of RFP	September 1, 2014
Deadline for Submission of Questions	September 16, 2014 at 2:00 p.m.
<b>Proposal Due Date</b>	<b>September 23, 2014 at 2:00 p.m.</b>
<b>Award Date</b>	<b>October 7, 2014</b>
<b>City Commission Approval Date</b>	<b>November 6, 2014</b>
<b>Contract Starting Date</b>	<b>December 1, 2014</b>

**4.0 SELECTION PROCESS.**

4.1 Evaluators consisting of Staff will review the written proposals. The evaluation process provides a structured means for consideration of all the proposals and will be performed consistent with GRU’s procedures. Qualified local businesses will be assigned an additional five percent (5%) of the total evaluation points in accordance with the City’s Local Preference Ordinance. Evaluators will consider the following criteria and a maximum composite score will be available for each proposal. Composite scores will be based on the following criteria:

<b>Criteria</b>	<b>Maximum Points</b>
Understanding and Approach	20
Company Qualifications and Experience	10
Proposed Method	30
Fees and Expenses	30
References	5
Designated Contact	0
Resources	0
Local Preference	5
<b>Total Points</b>	<b>100</b>

4.2 The evaluation will be conducted in two phases:

Phase I: Evaluators will review each proposal and determine if each is responsive to the minimum mandatory qualifications and able to meet the requirements as stated in the technical provisions of the RFP.

Phase II: All responsive proposals submitted will be evaluated and assigned a composite score to each category.

4.3 The final ranking will be presented to the City Commission and a recommendation to award to the lowest responsible responsive proposer. The City Commission will be requested to approve the recommendation ranking and authorize negotiation and execution of the contract beginning with the top ranked firm.

**5.0 PERFORMANCE TIME.**

This project must be completed by the milestone dates outlined under Technical Specifications – Section 3.0 – Project Scope – “Deliverables and Required Timeline”.

**6.0 COMPLETION OF WORK.**

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

**7.0 DELIVERY.**

All materials and equipment will be delivered F.O.B. Destination, freight included.

**8.0 JOB SITE.**

The Work shall be performed at GRU and contractor offices

**9.0 LIQUIDATED DAMAGES.**

Liquidated damages will not be assessed.

**10.0 BONDS.**

Bonds are not required for this Solicitation.

**11.0 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.

**12.0 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

**13.0 WARRANTY.**

All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

**14.0 LOCAL PREFERENCE.**

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

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

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

**15.0 LIVING WAGE ORDINANCE.**

The Living Wage Ordinance applies to this Solicitation. The ordinance can be found at [www.cityofgainesville.org](http://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.

#### **15.0 WARRANTY OF TITLE.**

Contractor warrants that it holds and will transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

## TECHNICAL SPECIFICATIONS / STATEMENT OF WORK

**1.0 PURPOSE.** The City of Gainesville, Florida, doing business as Gainesville Regional Utilities (hereinafter referred to as “GRU”) is requesting proposals from experienced and qualified utility rate consultants in response to this Request for Proposal (RFP) to provide cost of service and utility rate studies for the City owned and operated electric, gas, water and wastewater systems. This study will provide information regarding the adequacy and most appropriate structure for all utility rates assessed by GRU, considering such issues as consumption characteristics of various customer classes, fairness and equity implications, financial stability, customer affordability and ease of use, conservation and economic development.

The proposal should detail the firm’s conceptual approach in the analysis, design and development of rate structures that address future system capital improvement requirements, debt service, general fund transfers, adequate levels of reserves, and long-term maintenance and operations of the respective utilities.

**2.0 BACKGROUND.** GRU owns and operates an electric system, natural gas system, water system, wastewater system, and telecommunication system operated as a single combined public utility (the “System”).

GRU has approximately 93,000 electric customers, 33,000 natural gas customers, 70,000 water customers, and 62,000 wastewater customers, with combined system revenues, including fuel and excluding telecomm, of approximately \$400,000,000.

GRU annually performs in-house cost-of-service studies for four of its five utility systems, excluding the telecommunication system. Revenue requirements and rate development are also performed by staff within GRU. An external cost-of-service study was performed in fiscal year 2012 and an update is required to conduct discussions with the City Commission prior to developing the FY 2016 budget in the spring of CY 2015.

### **3.0 PROJECT SCOPE.**

General: The selected firm (“Firm”) shall provide the studies and analyses described below with respect to each of the city owned operations of electric, natural gas, water and wastewater (“System(s)”). Each of these items will be a required component of the response to this RFP, unless otherwise noted.

Cost-Of-Service Studies:

A cost-of-service study shall be performed for each of the four utility systems and will:

- Be based on proposed anticipated budget for FY 2016

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

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

#### Rate Review and Design:

Firm shall review the appropriateness and adequacy of the current rate structures for all Systems, including customer charges and usage rates, as well as tiers where applicable. Following a review of GRU's existing rates, the firm shall develop alternative rate designs and show the impact of each design compared to the existing rate structure, to customers' bills and GRU's financial stability.

The recommended rates for each system shall recover adequate revenue to cover the costs of operation and maintenance expenses (O&M), General Fund Transfers, capital projects, debt service on existing and future debt issues, working capital requirements and the funding of Utility Plant Improvement Fund (UPIF) pursuant to GRU's Bond Resolution. The rates shall also recover revenue appropriately among classes and shall be consistent with the results of the cost-of-service studies.

#### **Electric System:**

##### Retail Rates:

- Residential and Commercial Rates including monthly customer and usage charges including options for tier structures of energy charges
- Options for collection of GREC Purchased Power Agreement charges in base rates and/or fuel adjustment
- Options for demand billing for all customers
- Residential and Commercial Time-of-Use Rates and definition of on- and off-peak hours
- Net Metering Customer Charges/Standby Rate
- Lighting and corresponding pole charges (not pole attachment fees)
- Environmental cost recovery factor applicability and rate

#### **Natural Gas (LDC) System:**

##### Retail Rates:

- Residential and Commercial Rates including monthly customer and usage charges

## **Water System:**

### Retail Rates:

- Residential and Commercial Rates including monthly customer and usage charges including tier structures
- Residential and Commercial Irrigation rates

### Wholesale Rates:

- University of Florida water rates for both on- and off-campus accounts in accordance with methodology as defined in contract
- City of Alachua Wholesale rate applicability

## **Wastewater System:**

### Retail Rates:

- Residential and Commercial Rates including monthly customer and usage charges. Options for methodologies to establish wastewater billing volumes.

## **Service Charges, for all Electric, Natural Gas, Water and Wastewater:**

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

## **Deliverables and Required Timeline**

### Firm shall:

- Prepare a draft report compiling all of the Firm's results and associated recommendations. The firm shall review interim study findings with staff and staff shall have the opportunity to submit comments to the Firm. Due to GRU no later than January 15, 2015.
- Documented study results and rate design in a project report, including technical appendices containing the detailed analyses shall be provided in final form. Due to GRU by March 15<sup>th</sup>, 2015.
- Prepare and present final report to executive staff, Regional Utilities Committee (RUC) and the full City Commission (a minimum of 3 presentations). Anticipated schedule is to present to GRU executive staff in March 2015, to RUC in April 2015 and to full City Commission in May 2015 and, if necessary, in July 2015 during FY 2016 budget presentation(s).

*Recommendations shall be compatible with the current SAP billing system software.*

## FORMS





DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

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

CORPORATION, PARTNERSHIP, OR INDIVIDUAL

DATE

AUTHORIZED SIGNATURE

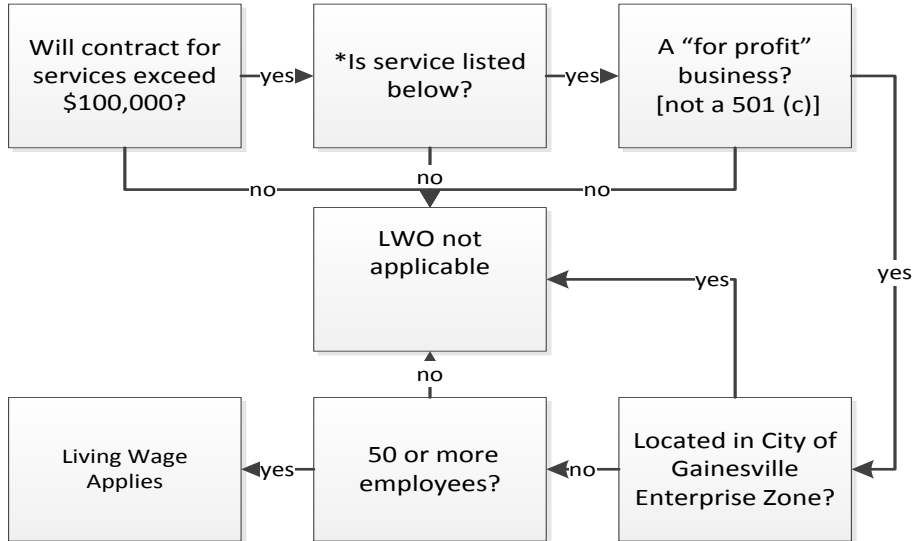
## LIVING WAGE ORDINANCE DECISION TREE

Solicitation Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

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](http://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

\_\_\_\_\_ 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.

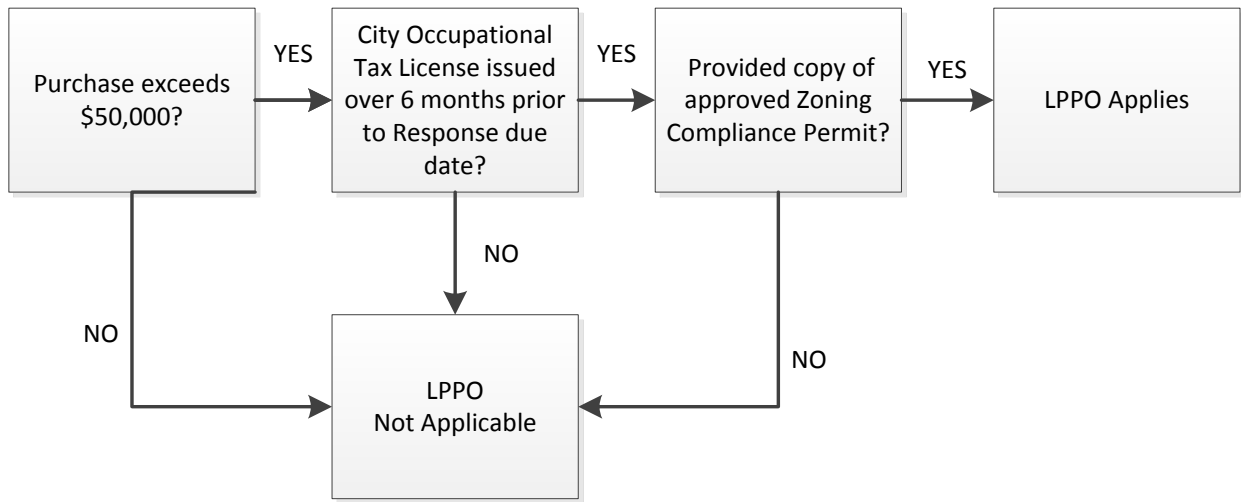
**Small Business Enterprise (SBE):** An independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000.

**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 responses submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. Contractor is advised to review the entire text of the LPPO at [www.cityofgainesville.org](http://www.cityofgainesville.org).



**NON SUBMITTAL FORM**

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

**Fax:** (352) 334-2989

**Email:** [purchasing@gru.com](mailto:purchasing@gru.com)

**SOLICITATION NO.:** \_\_\_\_\_

**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