

General Manager

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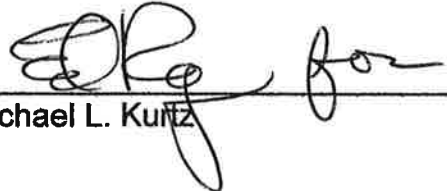
DATE: July 15, 2005
TO: Honorable Mayor and Members of the City Commission
FROM: Michael L. Kurtz, General Manager
SUBJECT: RFP for Independent Consultation

Attached please find the following documents:

1. Request for Proposals for Independent Consultation on Options for Meeting the Future Electrical Supply Needs of the Gainesville Community (Draft dated 7/15/05).
2. Proposed Evaluation Criteria (One page draft dated 7/15/05).

These are backup items for the City Commission meeting Wednesday, July 20, 2005. The "Scope of Services" document that was revised at the City Commission Meeting on July 12, 2005, with strikeouts and underlines, is Attachment A to the Request for Proposals (RFP). We have provided the entire RFP document in anticipation of questions regarding procedural matters (such as how to obtain the RFP and addenda, if any, etc.). Note that the proposed evaluation criteria described in item 2 above has been worked into the RFP.

Respectfully submitted,



Michael L. Kurtz

Attachment

cc: Clerk of the Commission
Charter Officers

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

**REQUEST FOR PROPOSALS FOR
INDEPENDENT CONSULTATION ON OPTIONS FOR MEETING THE ELECTRICAL
SUPPLY NEEDS OF THE GAINESVILLE COMMUNITY**

RFP NO. 2005-147

July XXXXX, 2005

The City of Gainesville, d/b/a Gainesville Regional Utilities ("City" or "GRU") is requesting proposals from qualified consultants to perform fact finding and analysis of no more than four alternative approaches for meeting the electrical supply needs of the Gainesville community as detailed in Attachment A entitled "*Scope of Services for Independent Consultation on Options for Meeting the Future Electrical Supply Needs of the Gainesville Community*".

Nine (9) copies of the Proposal should be sent to and received **no later than 2:00 p.m., local time, XXXXXXXXXXXX, 2005, at the following address:**

Gainesville Regional Utilities
Purchasing Division
P.O. Box 147117, Station A-130
Gainesville, FL 32614-7117

or hand delivered (by firm or express courier) to the address given below **no later than 2:00 p.m., local time, XXXXXXXXXXXX, 2005.**

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

Submittals should indicate on the envelope and cover sheet the following information:

**Request for Proposal for
INDEPENDENT CONSULTATION ON OPTIONS FOR MEETING THE ELECTRICAL SUPPLY
NEEDS OF THE GAINESVILLE COMMUNITY
RFP No. 2005-147**

**ANY PROPOSAL SUBMITTED AFTER THE DUE DATE AND TIME SPECIFIED WILL NOT BE
CONSIDERED.**

Ralph O. Wisco
Senior Buyer

**GAINESVILLE REGIONAL UTILITIES
REQUEST FOR PROPOSALS FOR
INDEPENDENT CONSULTATION ON OPTIONS FOR MEETING THE ELECTRICAL
SUPPLY NEEDS OF THE GAINESVILLE COMMUNITY**

RFP NO. 2005-147

1.0 PURPOSE AND SCOPE.

Please see Attachment A for the detailed explanation of purpose and scope.

2.0 BACKGROUND.

Please see Attachment A for the background surrounding this project.

3.0 EXAMINATION OF CONTRACT DOCUMENTS.

3.1 It is the responsibility of each Proposer before submitting a Proposal, to (a) examine the RFP thoroughly, (b) if applicable, visit the sites to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Proposer's observations with the Request for Proposal, and (e) notify the Purchasing Representative of all conflicts, errors or discrepancies in the RFP. Failure to do so will be at Proposer's own risk. A Proposer shall not be relieved of a requirement of this RFP on the plea of error.

3.2 A Proposer who is aggrieved in connection with the specifications of this RFP may protest in writing to Utilities Purchasing prior to the RFP due date.

4.0 INTERPRETATIONS AND ADDENDA.

4.1 All questions about the meaning or intent of the RFP are to be directed to Ralph Wisco, Senior Buyer. Questions may be faxed to 352-334-2989 or e-mailed to wiscoro@gru.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP. Questions received less than four (4) days prior to the closing date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

4.2 Addenda may also be issued to modify the RFP as deemed advisable by the Purchasing Representative. Proposers are responsible for checking with Ralph Wisco or the GRU web site to ensure they have received any addenda that have been issued.

4.3 Addenda issued by GRU prior to the opening date shall be binding as if written into the RFP. Proposers are required to acknowledge receipt of the same in their proposal.

5.0 MODIFICATION AND WITHDRAWAL OF PROPOSALS.

5.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening date.

5.2 After closing date, corrections in the proposals shall be permitted: 1) only to the extent that the Proposer can show by clear and convincing evidence a mistake of a nonjudgmental character was made; 2) the nature of the mistake is evident; and 3) the proposal price intended is evident. After the closing date, no changes in proposal prices or other provisions of the proposal prejudicial to the interest of the City or fair competition shall be permitted. In lieu of proposal correction, a Proposer alleging a material mistake of fact may be permitted to withdraw its proposal, at the option of the City

if: (a) the mistake is clearly evident on the face of the proposal but the intended correct proposal is not similarly evident; or, (b) the Proposer submits evidence which clearly and convincingly demonstrates that a good faith mistake (without negligence of the Proposer) was made.

6.0 COSTS IN DEVELOPMENT OF PROPOSAL.

6.1 Costs for developing a response to this RFP are entirely the obligation of the Proposer and shall not be charged in any manner to City.

7.0 GENERAL TERMS OF AWARD.

7.1 GRU reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional proposals. Also, GRU reserves the right to reject the proposal of any Proposer if GRU believes that it would not be in its best interest to make an award to that Proposer, whether because the proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by GRU.

7.2 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.

7.3 GRU may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the contract documents to GRU'S satisfaction within the prescribed time.

7.4 If the contract(s) is to be awarded, GRU will give the successful Proposer a Notice of Award within sixty (60) days after the day of the Proposal opening.

7.5 As a result of this RFP, GRU intends to enter into an agreement with one or more consultants as noted in the section entitled SELECTION OF CONSULTANTS in Attachment A. The proposal will not constitute a contract but, rather, will supply provisions which will, if accepted, be incorporated by reference into the agreement between the parties. All material submitted with the proposal shall be considered a part of the proposal and will be incorporated into the agreement to the extent accepted by GRU. Responses to questions that occur during the proposal evaluation period may be included as part of the contract. The contract awarded under this RFP will require approval of the Gainesville City Commission and shall be interpreted under and governed by the laws of the State of Florida.

7.6 The request for proposal solicitation process is in accordance with and subject to the City of Gainesville Purchasing Policies and Gainesville Regional Utilities Purchasing Procedures.

8.0 CONDITIONS ESTABLISHED BY CITY.

- A. Late Submittals: Any responses submitted after the due date specified in the RFP will not be considered and will be returned.
- B. Rejection of Submittals: GRU reserves the right to reject any and all submittals received in response to the RFP as determined to be in the best interest of GRU. Non-acceptance of any proposal will not imply any criticism of the proposal or convey an indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed more advantageous to GRU.
- C. All materials submitted in response to the RFP become the property of GRU and will be returned only at the option of GRU.

9.0 SALES TAX.

The proposal should not include Florida sales taxes on the proposal price for equipment, materials or services to be provided to GRU. The City of Gainesville is exempt from Florida sales taxes for certain purchases and will provide a tax-exempt certificate upon request.

10.0 USE OF RFP IDEAS.

Except as otherwise prohibited by law, GRU has the right to use any and all ideas presented in response to this RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.

11.0 PUBLIC ENTITY CRIME.

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

11.1 Bidder shall be responsible for any violation of the current policies regarding debarment/suspension/termination which have been issued by the Utilities Purchasing Division. A copy of these policies is attached to this ITB.

11.2 Rejection of Bids, Termination of Contract.

11.2.1 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.

11.2.2 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 solicitation 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.

12.0 PROPOSAL FORMAT.

Proposals must, at a minimum, include the information requested in the section entitled SUBMITTAL REQUIREMENTS of Attachment A.:

13.0 PREPARATION OF PROPOSAL.

13.1 Proposals by corporations must be executed in the corporate name by the president, a vice-president, or other corporate representative accompanied by evidence satisfactory to GRU of such person's authority to sign. The corporate address and state of incorporation must be shown below the signature.

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

13.3 All names must be typed or printed below the signature.