

June 28, 2016

Mr. Steve Hooper
ISI Water Company
5215 Fidelity St
Houston, TX 77029

RE: Agreement for Utility Revenue Enhancement Services

To: Mr. Hooper

Enclosed please find the fully executed agreement for Utility Revenue Enhancement Services.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,



Matt Bendzick

Contracts Coordinator
City of Gainesville Public Works
Direct: 352-393-8400
Main: 352-334-5070
FAX: 352-393-7987

Attachments

xc: File



**AGREEMENT BETWEEN THE CITY OF GAINESVILLE
AND
ISI WATER COMPANY**

**FOR
UTILITY REVENUE ENHANCEMENT SERVICES**

THIS AGREEMENT is made and entered into this 23 day of June, 2016 by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation ("CITY"), and **ISI WATER COMPANY**, ("CONTRACTOR"), a corporation organized and existing under the laws of the State of Texas and authorized to do business in the State of Florida, with its principal location at 5215 Fidelity Street, Houston, Texas 77029, hereinafter referred to as Water Company of America ("WCA") collectively referred to as "the Parties".

WHEREAS, CONTRACTOR currently provides services to CITY d/b/a GRU to identify lost revenues for water and wastewater and as such has obtained documentation of stormwater and solid waste services which may or may not be billed by CITY's Public Works department; ;and

WHEREAS, the agreement between CONTRACTOR and GRU only includes water and wastewater services but CONTRACTOR currently has an Agreement with Oakland Park, Florida for water, wastewater, stormwater and solid waste services; and

WHEREAS, Oakland Park, Florida competitively solicited and awarded an agreement, (Agreement for Conduct of a utility System Performance Review) which is attached hereto as "EXHIBIT A" for the said services with the CONTRACTOR; and,

WHEREAS, CITY desires to enter into an Agreement for the above described services pursuant to the provisions of "EXHIBIT A".

NOW, THEREFORE, in consideration of the foregoing premises and covenants contained herein, the Parties agree as follows:

ARTICLE 1. EXHIBIT A

The Oakland Park Agreement is mutually amended by the Parties to provide for the special requirements of CITY and CONTRACTOR as set forth below.

ARTICLE 2. MUTUALLY AGREED UPON AMENDMENTS

CITY and CONTRACTOR mutually agree the following definitions, terms, and conditions shall amend the Oakland Park Agreement:

- a) All references to "Oakland Park" found within "EXHIBIT A" or referenced within "EXHIBIT A", shall for the purposes of this Agreement be replaced with the words "City of Gainesville" (or "CITY").
- b) All references to time periods found within "EXHIBIT A" or referenced within "EXHIBIT A", shall for the purposes of this Agreement, commence on the date first written above.
- c) For the purposes of this Agreement between CITY and CONTRACTOR, it is agreed that the definition of services to be provided as described in the Oakland Park RFP #37731 is modified to include only stormwater and solid waste.
- d) The Parties agree that WCA shall submit invoices for payment due every three (3) months with such documentation as required by CITY and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act".
- e) Pursuant to the Oakland Park Contract Price Negotiation letter of June 9, 2014, which is referenced in ARTICLE I of the Oakland Park Agreement, for the purpose of this Agreement between CITY and CONTRACTOR, the sentence is revised to read, "CONTRACTOR is in agreement to revise the proposed share of Increased Revenue from 50% to 46%".

ARTICLE 3. NOTICES

- a) All notices pursuant to this Agreement shall be in writing and sent in a manner requiring receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:
 - (i) To the City at the following address:

City of Gainesville
P.O. Box 490
Station 58
Gainesville, FL 32627-0490

Attention: Teresa Scott, P.E.
Public Works Director

(ii) To CONTRACTOR at the following address:

ISI Water Company
5215 Fidelity St
Houston, TX 77029

Attention: Steven Hooper, General Manager

- b) Either Party may at any time designate a different address by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 4. NEGOTIATED AGREEMENT

This Agreement reflects the negotiation and agreement of the Parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

ARTICLE 5. CONTRACT DOCUMENTS CONTAIN ALL TERMS

This Agreement and all documents incorporated by reference contain all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first herein above set forth:

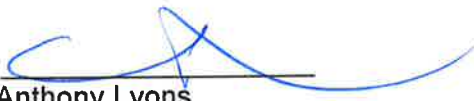
ATTEST:

ISI WATER COMPANY

By: 


Steven Hooper
General Manager

CITY OF GAINESVILLE

By: 

Anthony Lyons
City Manager

Approved as to Form and Legality:

By: 

Lisa Bennett
Public Works Attorney



**CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334**

AGREEMENT for Conduct of a Water and Sewer utility System Performance Review

This AGREEMENT, made this 2nd day of July, 2014, by and between the City of Oakland Park, hereinafter called "CITY", acting herein through its City Manager, and ISI Water Company, doing business as a consultant, located in Houston, TX hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, payments and agreements hereinafter mentioned, to be made and performed by CITY, CONTRACTOR hereby agrees with CITY to commence and complete the work described as follows:

CONTRACTOR will provide services as identified in the CITY's Request for Proposal #37731 Scope of Services and further identified in CONTRACTOR's proposal of May 13, 2014 and as further amended in CONTRACTOR's letter of June 9, 2014 (attached).

All terms, conditions, and provisions of the Request for Proposal #37731 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, CONTRACTOR shall furnish at its own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from July 2, 2014 for a period of two consecutive years, terminating on July 2, 2016. If mutually agreed by CITY and CONTRACTOR, this contract may be renewed for two additional one-year periods.

ARTICLE IV

If it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

CONTRACTOR agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of CONTRACTOR, or its employees and to carry at its own expense policies of insurance described in Request for Proposal #37731 to protect CITY and its interests from such actions of CONTRACTOR or sub-contractors. CONTRACTOR further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with CONTRACTOR's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans With Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII
Public Records

CITY is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure public records exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to CITY in a format compatible with the information technology systems of CITY.

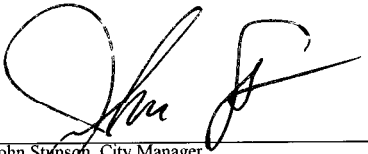

Failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and CITY shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

AGREEMENT:


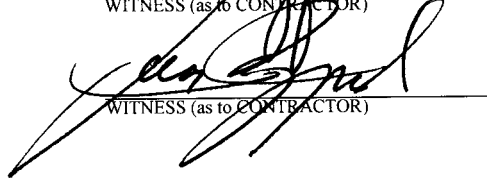
IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

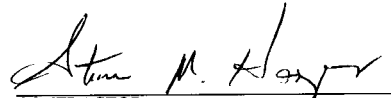
ATTEST:


Renee M. ShROUT, City Clerk


 John Stinson, City Manager

(SEAL)


WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)


CONTRACTOR

ADDRESS:

ISI Water Company
5215 Fidelity Street
Houston, TX 77029

PHONE: (281) 233-8000

RESPONSE TO
REQUEST FOR PROPOSAL
for
Water and Sewer Utility System Performance Review
RFP# 37731

Due Date: May 13, 2014 2:30 PM

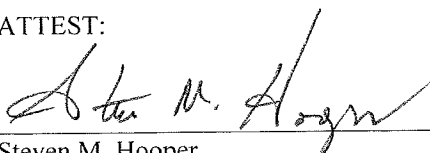
Requested by
The CITY OF OAKLAND PARK, FLORIDA

Submitted to:
Financial Services/Purchasing Division
City of Oakland Park
3650 NE 12 Ave
Oakland Park, Florida 33334
Phone: 954-630-4203
Email: andrewt@oaklandparkfl.org

Submitted by:
ISI WATER COMPANY
5215 Fidelity Street
Houston, TX 77029

Regional Office Contact:
Ada Izquierdo, Contract Manager
6320 SW 89 Ct
Miami, FL 33173
(305) 668-2822 (office)
ada@watercompanyofamerica.com

ATTEST:



Steven M. Hooper
General Manager, ISI Water Company

5-13-14
Date

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May 13, 2014

City of Oakland Park
Attn: Andrew Thompson, Financial Services/Purchasing Division
3650 NE 12 Ave
Oakland Park, Florida 33334

Subject: LETTER OF INTRODUCTION
Regarding: Water and Sewer Utility System Performance Review RFP# 37731

Dear Sir,

ISI Water Company (referred to herein as Water Company of America "WCA") is pleased to submit this response to the Request for Proposal entitled "Water and Sewer Utility System Performance Review" to the City of Oakland Park.

The comprehensive review of the City's water and sewer utility billing function, from initiation of utility services through all life cycle phases, which is called for in this RFP, is identical to previous and current projects performed nationally by WCA for Municipal Utility Departments, 37 of which are in Florida. Since initiating the first ever project of this nature in 1989, we have gained substantial national experience from a diverse group of very successful contract opportunities. While teaming with utilities as large as 374,000 accounts and as small as 1,600, WCA has increased the billings and collections to our clients by substantial amounts. The benefits of these increases in revenue are numerous and are detailed in our accompanying proposal.

In response to this RFP, and as with all previous contracts, WCA's program of revenue enhancement is offered on a performance fee basis. WCA is compensated solely from *new revenue* generated by the program. WCA will bear all of its study costs related both to data analysis and field research. As the standard Scope of Work includes the water, sewer, stormwater and solid waste utilities, they are included for ease of inclusion should the City should so desire.

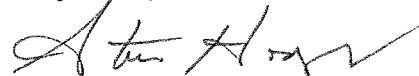
Water Company of America has a proven program for revenue recovery. We most sincerely appreciate the opportunity to provide assistance to the City in this project. The contact information for WCA related to this RFP and key employee if WCA were to be selected is:

Ada Izquierdo, Contract Manager
6320 SW 89 Ct., Miami, FL 33173
(305) 668-2822 (office) and (305) 796-5499 (cell)

WCA has adopted a code of business ethics that states that WCA will comply with all applicable government rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code.

WCA acknowledges the receipt of zero addenda to the RFP. This proposal is valid for a period of 180 days subsequent to the RFP closing date of May 13, 2014. WCA hereby certifies that the Company will comply with all provisions of this RFP.

Respectfully submitted,


Steven Hooper, General Manager

SUMMARY OF QUALIFICATIONS

Executive Summary

ISI Water Company, and its parent Infrastructure Services, Inc. (“ISI”) provide services to governmental entities on many levels in order to meet the maintenance, repair, and consulting needs of our nation’s aging infrastructure system. Headquartered in Houston, Texas, ISI has established a reputation for meeting the diverse and changing needs of government with a wide range of services. This diversity of service to public and private entities continues to expand and currently includes three major areas of service. These are Municipal Utility Performance Contracting, Roadway Repair and Maintenance and Road and Utility construction. ISI employs people in regional profit centers nationwide.

The Municipal Consulting work to identify unbilled and/or misbilled utility service is marketed nationally under the name of **Water Company of America (“WCA”)**. This name has been used since 1989 and because of national name recognition and existing contracts, ISI Water Company continues to market the service as Water Company of America. “Water Company of America” is registered with the State of Florida.

WCA examines a utility’s customer billing database of information and aspects of utility usage in the field with the objective of identifying the causes of and remedies for inaccuracies and deficiencies in each of the various utility processes that can potentially contribute to inaccurate billings for water, wastewater, stormwater and solid waste.

It is important to remember that an often significant portion of the service delivered by a City to its customers is never billed-for or collected. It is of vital importance that the appropriate fees be collected for all services rendered to insure the operational health of the utility. Each year millions of dollars are lost by utilities because of unbilled and/or misbilled services. WCA specializes in working cooperatively with City staff to locate, assess and correct the conditions that cause lost revenue. WCA has the equipment, manpower, and expertise, including proprietary analytical software and sophisticated non-intrusive flow-metering technology, to research systems of all sizes for revenue losses. WCA can positively impact the City budget without increasing manpower requirements, overtime, or rates. WCA has a history of successful collaboration with municipal departments and is confident that it can stop the billing leaks that are silently draining revenues from the City.

WCA's program is conceptually straightforward and has proven to be effective based on extensive South Florida as well as national contract experience. This experience base equips WCA to offer the most effective, proven method of enhancing revenue. Each month, the utility delivers millions of gallons of water to its end users or customers. The utility's retail billing meters record consumption and determine water and sewer billings. The difference between the actual services provided and the amount billed, or accounted for, represents *unbilled or misbilled service*. This program targets this variance and produces increased revenue for discretionary use by the City. In other words, this is *found or new revenue* that will have a positive impact on the budget. WCA locates this unaccounted-for water through a proprietary analysis technique and subsequent physical investigation. Once discrepancies are located, changes are made to the utility's billing system and/or physical metering system to produce the new revenues.

WCA provides a turnkey service that includes technical expertise, proprietary computer software for consumption analysis, trained field personnel, state of the art water and wastewater flow-meter equipment and even replacement meters if necessary. WCA can discover and help recover the revenue billings that are rightfully the utility's, and it can do the whole job as an independent contractor without disrupting normal service or daily operations and with a negligible requirement of utility staff time.

How WCA's System Works

1. WCA uses a proprietary technique to analyze users and meter types with property descriptions. WCA makes comparisons of like users. Various sort routines and comparisons are utilized to identify potential problems with consumers such as:
 - Unlisted water, sewer, stormwater and solid waste customers
 - Account Coding Errors
 - By-passed or Malfunctioning Meters
 - Unknown Sewer and/or Water Connections
 - Rate Discrepancies
 - Inaccuracies in property impervious area records
2. Once WCA determines that an account's consumption and/or billing data is not consistent with certain norms, that account is selected for additional research. After an audit of a given property, if it still appears that the billing and/or consumption data do not meet certain criteria, WCA then physically researches that given property.
3. After completion of the field inspection, if additional sources of revenue have been discovered, formal documentation is submitted to the utility for billing changes and/or physical corrections.

All of the above procedures are standard for WCA and have been developed through twenty five years of experience.

WCA's revenue enhancement program is offered on a performance fee basis to the City. WCA will bear all of the cost of program implementation. The utility will never be required to reimburse WCA for any of its working capital expenditures, including professional staff, software, or the extensive resources required for field research. WCA will be paid only **a share of any new-found collected revenue** generated by this program. No other forms of payment are required.

Funding essential capital improvements to a water, sewer and stormwater system is a major concern for every City. This project will provide a revenue source to accomplish needed performance improvements throughout the system. Therefore, work can often be expedited without appropriating precious budget funds.

In summary, WCA's proposed program will have immediate and long-term benefits to the utility in the following ways:

- Provides improved **rate-payer equity** among customers.
- Provides improved **accountability** for services delivered to customers.
- Generates **additional revenue** from existing levels of service.
- Payment is strictly **performance fee**.
- Provides continuing increased revenue to the utility after program completion.
- Provides a proven program that, by its existence, motivates internal personnel toward greater efficiency.

BUSINESS ORGANIZATION

ISI Water Company, 5215 Fidelity St, Houston, TX 77029, a Texas corporation registered in the State of Florida (Florida Department of State, Division of Corporations Document Number F05000006430).

Contact and address of the office performing the work:

Ada Izquierdo, Contract Manager
6320 SW 89 Ct
Miami, FL 33173
(305) 668-2822 (office)
ada@watercompanyofamerica.com

PROJECT MANAGEMENT PLAN

WCA will liaison only with the Contract Administrator designated by the City unless instructed otherwise by the Contract Administrator. This is essential for project success. Clear lines of communication are essential to ensure that consistent directions are received and followed by WCA. The primary liaison from WCA to the City Project Manager will be Ada Izquierdo. She will be supported in conducting day to day business by the WCA Operations Manager for South Florida, Mr. Juan Izquierdo. This day to day business would include regular items of business including but not limited to report submission, communication about field work plans, Formal Work Order submission, assistance to the City in implementing Work Order remedy, etc.

WCA will conduct operations related to this project, including both account data analysis and in depth field investigation, from its local South Florida office. Should there be specific tasks that are required or requested by the City's Contract Administrator to be performed in City offices, WCA will gladly do so.

PERSONNEL

WCA is well qualified to perform this study with experienced, full time employees possessing multiple years of hands on practice and skill. As a preminent provider of this service since

1989, with twenty four years of experience with utilities of all sizes (some the same size as Oakland Park), and eighteen years of continuous experience in Florida; WCA is well suited to team with the City to fairly and accurately ferret out problematic customer accounts. In summary, WCA's qualifications will benefit the City of Oakland Park in at least the following ways:

- The Company has a proven history of investing the resources necessary to uncover those problem accounts that are not obvious. This level of commitment to the goal of *enhancing revenue* reflects a business plan that is unique. Evidence of the plan's success is reflected in repeat business and consistent succession of new contracts in Florida for over 18 years.
- WCA's proprietary analytical software enables the Company to find problems that are not readily evident from existing City reports.
- A proven technology that generates found revenue for discretionary use by the City.
- Diverse data handling experience enables quick adaptation to the Oakland Park data with an insignificant time requirement of City staff - initially or long term.
- The Company is experienced with the inherent challenges of like sized Florida systems.
- The proven approach to account data analysis causes zero impact to the City's CIS.
- An experienced resident South Florida multi-disciplined staff is available and capable to accomplish the project.
- Local ISI contract operations directed from the local office facilitate a clear understanding of the logistics of field operations in Oakland Park specifically and South Florida in general, enabling efficient effective operation of this contract.
- The established method employed by WCA provides long term benefit to the City following program completion.
- Provide a proven program that, by its existence, motivates internal personnel toward greater efficiency.
- Provide training in revenue recovery techniques to the City staff.

KEY STUDY PERSONNEL

WCA will perform the service proposed herein with trained management and field personnel with the requisite experience to accomplish the goals of the project. These employees are familiar with field procedures; appreciate the need for a clear understanding of applicable City billing policies, Ordinances, Rules and Regulations; comprehend variations in stormwater systems, and thus are capable of rapid mobilization for the City. Staffing needs for this project will be met by the staff of the local South Florida office of WCA and by bringing experienced personnel from other locations to assist in specific phases of the project as may be necessary. By approaching the issue of staffing in this manner, WCA can effectively perform the Scope of Work in a timely and effective manner.

The following personnel are proposed herein.

MRS. ADA IZQUIERDO - Contract Manager

Mrs. Izquierdo is the Contract Manager and key employee of the South Florida regional office. She is responsible for the day-to-day operations, workflow, production and work order processing related to projects in South Florida. She will be directly involved in the operations of the project proposed herein. Mrs. Izquierdo brings seventeen years of experience to studies related to data analysis and billing accuracy, for clients as large as 374,000 accounts. In addition, she oversees the monitoring of customer billing for those accounts that have been identified by WCA for additional revenue recovery as a direct result of the project. As a result of her experience and education, she brings skills to the project related to database management, computer networking, account documentation, accounts payable supervision, as well as employee supervisory and administrative duties. Mrs. Izquierdo reports to Steve Hooper.

MR. JUAN IZQUIERDO – Operations Manager

In the capacity of Operations Manager, Juan is responsible for the required account data research, targeted property field investigation and Formal Work Order reporting to the City. He is well versed in providing the quality information needed to remedy unbilled and

misbilledwastewater, water, stormwater and solid waste service. In addition, Juan has developed many of the procedures utilized by the Company today, including the assessment of new Work Order types for utility clients and procedures associated with effective stormwater research. He conducts the day to day activities in the field and ensures compliance with all safety related matters. Juan reports to Mr. Hooper.

MR. STEVEN M. HOOPER – General Manager

Mr. Hooper is responsible for management of *ISI Water Company*. He has over 24 years of hands-on experience in the field of documenting unbilled utility revenue on a performance fee basis for governmental entities. From the first days of the first project of this nature, initiated in March of 1989, through the successful operation of 31 Florida projects, he has been directly involved in the development of the business plan, operational procedure development, specialized software application/design, flowmeter acquisition and application, national marketing strategy, and financial management. Participation in industry trade organizations and functions such as the American Water Works Association, and the Government Finance Officers Association benefits the firm and clients by staying current with regard to industry trends. He will coordinate all insurance requirements of the study, as well as oversight of company compliance and safety policy. Other duties include project resource allocation, production oversight, asset utilization, personnel deployment, and recruiting (as required). Hooper reports directly to Mr. Tim Herbert, Company President.

The resumes of project personnel are found on the following pages.

Ada Izquierdo

Miami, Florida
(305) 668-2822

PERSONAL DATA

Married
2 children

EDUCATION

Bachelor of Science in Business Administration Management
Jersey City State College, 1987

BUSINESS HISTORY

ISI / Water Company of America, Contract Manager	1998-present
Office Manager	1996-1998

Company manager of projects designed to recover unbilled and misbilled revenue related to water and wastewater service for municipal utilities. Specializes in customer billing analysis and increase revenue documentation. Trained in the effective application of WCA proprietary software.

Miami Energy Inc. Office Manager	1991-1995
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Germaine de Capaccini Assistant General Manager	1989-1991
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Kitchen Depot Inc. Office and Sales Manager	1988-1989
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Family Spring Water Company Owner	1986-1988
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West New York Board of Education Secretary	1978-1988
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STEVEN M. HOOPER

Houston, Texas
281-352-0047

PERSONAL DATA

Married
Three Children

EDUCATION

Bachelor of Science
Texas A & M University (1978)

BUSINESS HISTORY

ISI Water Company General Manager	March 1989 to Present
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Responsible for the management of ISI Water Company. Advise and assist Contract Managers in all matters.

Howe Building Corporation Project Manger	1987 to 1989
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Nash/Phillips/Copus Homebuilders General Superintendent	1985 to 1987
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S & S Construction Owner – Partner	1980 to 1985
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MEMBERSHIPS AND AFFILIATIONS

American Water Works Association - member
Florida Section AWWA – member
Florida Government Finance Officers and City Clerks Association – member

Technical Proposal and Methodology

The Study work shall consist of 3 general tasks and 13 specific steps that involve actions and decision points of the utility and of WCA. The steps are shown below in written form to explain the detail of each, and a flow chart diagram is included to illustrate the process. Mobilization of this project can be accomplished within thirty (30) days and the discovery phase is expected to be complete within one year and should the revenue opportunity justify additional work, extension years could be utilized.

Good communication is a key to the success of this project. A “start work” meeting shall be conducted with key members of each affected Department. Objectives are spelled out, an overview of the *method of approach* is discussed, and a clear chain of command and reporting is determined. Guidelines for subsequent updates can be established as well. An operational methodology based on good clear communication facilitates maximum production for the City.

TASK I – IDENTIFY AND ANALYZE

Step 1: Account Data Information Gathering and Review

Account data is accessed in two ways, first, a download of raw unjoined data run at a consistent point in time each month and second, an electronic link for review of real time data. All necessary data queries and reports are created and run by WCA personnel on WCA computers with no City staff time requirement.

(1) Download

- (a) WCA will meet with the City IT representative to identify those needed data fields from the CIS schema to be included in the download (typical staff time 1 hour).
- (b) City generates a script (stored routine) that writes raw unjoined tables of data to a file in a comma delimited ASCII format (typical staff time 5 hours).
- (c) This file is run at whatever time of day or day of the month is convenient for the City.
- (d) WCA retrieves this file in what ever method is most advantageous for the City (portable hard drive, FTP, etc.)
- (e) This download is run monthly for the duration of the project, as it is used for initial investigation and to monitor the collection of Individual Service Revenue and thus to determine compensation (varies widely, but typically 1 hour or less per month to initiate the routine to generate the file).

- (2) Electronic link – this resource enables WCA to gather current account information. Real time information is obtained through this *read only* password protected modem link to the CIS. This

information link allows the rapid reference to additional unique pieces of information not contained in the download described above. By gaining access to real time data in this manner, any related City staff time requirement is eliminated.

Data that is typically reviewed includes; historical consumption and billing data as well as standard customer information such as; service address, customer name, meter number, billing codes, unit count, meter installation date, etc. Once this customer account information is in hand, WCA begins the task of adapting its proprietary computer software by **designing a custom front end unique to Oakland Park**. Queries and sort routines that facilitate the identification of unbilled and misbilled service revenue are tailored to Oakland Park account data. These adaptations allow WCA to effectively utilize Utility data in whatever format it may be available. The company's investment in development costs of over \$450,000 has yielded proprietary software that is flexible, adaptable and custom built for studies of this nature for the Water, Wastewater, Stormwater and Solid Waste industries. It operates independently of the CIS, and in no way impacts the integrity of that data. The analysis of account data in this manner, which is unlike other less effective methods utilized by others, provides significant benefit to the City, including at least the following;

- 1) Quantity of revenue produced
- 2) Quality of discoveries and corrective action stand the test of time
- 3) Accuracy of quantifying revenue enhancement
- 4) WCA is committed to isolate the more difficult account problems (unknown or unlisted taps and connections), rather than merely the obvious

Step 2: Account Information Analysis Criteria

WCA analyzes the reliability of the account data as it relates to billing, identifying those key fields that could negatively impact billing if entered incorrectly. Twenty four years of experience has shown many of these criteria to be standard from one City to the next. However, every City has its own unique combination of factors that ultimately determine a customer billing. Therefore, WCA will perform a comprehensive study of the City's rates, Ordinances, Resolutions, billing policies and operational practices to clearly understand the correct method. Armed with this understanding, WCA will review customer accounts for instances of no bills, underbilling and over billing on an individual basis to identify increase revenue opportunities. The accuracy of CIS data pertinent to billing is critical to the success of the project. Typical account data and data analysis criteria include the following:

- 1) Service codes and resultant billing drivers
- 2) Meter size, age, type and total recorded flow

- 3) Meter repair history and frequency
- 4) User classification, whether commercial, industrial, multi-family or residential
- 5) Number of units and calculated consumption per unit
- 6) Property flow and demand characteristics and how those factors compare with consumption
- 7) Property geographic location as it relates to water, wastewater and solid waste collection service areas
- 8) Consumption analysis including monthly, quarterly and annual averages from year to year
- 9) Consumption patterns and trends that indicate failed meters
- 10) Comparison of usage to consumers with like profiles
- 11) Comparison of property type and/or classification to the appropriate billing rate
- 12) Meter read/reread history

The Utility's historical data is essential to Step 2 and is the basis upon which the remaining steps are predicated.

Step 3: Internal Property Selection Report

WCA produces a Property Report of suspect locations from the data analysis process described in Step 2. This "first cut" report provides a list of accounts ear-marked for further research. Each account record is scrutinized for additional facts that can validate account problems as probable.

Step 4: *DECISION POINT:*

A preliminary survey of work to be performed is conducted to maximize efficiency and to prioritize the work. Based on this preliminary review, WCA selects properties from the initial analysis for field work.

Step 5: Field Work Selection Report

WCA prepares a Field Work Selection Report that identifies the individual accounts and in some cases areas to be researched in the field. WCA submits the report to the Utility for review and approval. This step informs the Utility of WCA's intended field operations, and the location of its personnel within the system.

Step 6: Field Work Order Issued

After the Project Manager approves the Field Work Selection Report, WCA issues a Field Work Order to its field personnel. This document will be completed on site and is used to confirm all current property data. All causes of revenue loss will be explored including: meter inaccuracy, service theft, unmetered fire lines, wastewater service problems, coding problems, billing accuracy, and unlisted connections or meters. Generally, customers like seeing water utility representatives in the field.

This field research typically promotes confidence to the customer that the utility is properly maintaining the system.

Step 7: Field Research & Account Documentation

Field personnel conduct site visits to research the property for all information required on the Field Work Order, often including, but not limited to, the following information:

- 1) Date and time of research
- 2) Type of property
- 3) Classification of water service
 - a. Domestic
 - b. Fire
 - c. Irrigation
 - d. Process
- 4) Approximate building square footage
- 5) Number of dwelling units
- 6) Current and historical occupancy information
- 7) Meter location, ID #, size, manufacturer and type
- 8) Current meter reading
- 9) Preliminary evaluation of meter's operating condition
- 10) Individual contacted
 - a. Name
 - b. Title
 - c. Telephone number
 - d. Hours of availability

Note: Additional fieldwork is frequently required subsequent to the initial contact. Follow-up research may be necessary to:

- Insure positive customer relations
- Confirm short period and off peak period use
- Gain access to specific locations previously denied

Step 8: DECISION POINT: Potential Revenue Enhancement

Once field account analysis and field work are complete, WCA selects specific accounts with the potential for revenue enhancement for submission to the City. Accounts not selected will be filed systematically for future reference.

TASK II – QUANTIFYING REVENUE ENHANCEMENT

Step 9: Formal Work Order submission

WCA will submit to the Utility a Formal Work Order on an account-by-account basis with complete documentation where additional revenue recovery is possible. This report provides complete and accurate documentation for use by the City to update and correct customer records. The document is a report produced by the WCA software,

written specifically for the City of Oakland Park. Included in this standard document is the projection of incremental revenue increase. *This projection is essential to the utility, in that accurate projections must be in hand before decisions can be made as to the relative importance of problem correction and as to the cost effectiveness of the remedy.* This projection is supported by precise calculations that are based on the property analysis and the analysis of the meter or meters in question. In addition, when required and where conditions permit, WCA will provide electronic flow measurement utilizing non-pipe intrusive Transit Time Flowmeter. Measurements from the flowmeter serve to verify and document unauthorized flow through unmetered fire lines, for example, and serve to confirm the accuracy of large meters. This capability enables more accurate projections, and therefore is a substantial benefit to the utility in TASK II. The Formal Work Order typically includes the following support documentation:

- 1) Historical and current account data
- 2) Property Selection Report
- 3) Field Research Report
- 4) Notes, sketches, test results, photographic evidence
- 5) Discovery notes and comments
- 6) Recommended corrective action

All problems noted in the system are mapped by address in the mapping software to determine the frequency and location of problems in the system.

Step 10: ***DECISION POINT:***

The City will review the Formal Work Order and approve WCA's recommended changes. The City retains the ultimate unilateral right to approve each Formal Work Order submitted. Any Formal Work Order not initially approved will be returned to WCA for additional work and resubmission, and/or filed for future reference.

TASK III – COORDINATING THE IMPLEMENTATION AND EXECUTION OF CORRECTIVE ACTION

Step 11: **Corrective Action**

Following Formal Work Order approval, the necessary changes will be made to the account. These changes fall into two broad categories; changes in billing and changes to the physical service. WCA will assist the utility by coordinating the necessary activities and/or procedures between the various disciplines by acting as liaison to resolve issues that might otherwise stalemate the remedy. Examples of this assistance: generating interdepartmental correspondence, preparing letters for City signature that notify customers, as well as the assimilation of signed hardcopy for archive purposes. Water Company of America takes great

pride in its ability to work cooperatively with our utility partners to ensure follow-through with corrective action.

If the remedy requires field work, the City shall determine whether it will timely accomplish the task or assign the work to WCA. If assigned, WCA will prepare a detailed line item budget identifying resource requirements including labor, material, equipment, markup and a project schedule and specific procedures for correcting the situation. All field analysis and scheduling will follow City scheduling and operating procedures and be accompanied by City staff from the respective divisions affected.

Should the Department choose, WCA could accomplish the necessary physical changes in the field. Should this prove to be an option exercised by the Department, an effective method to utilize increase revenue generated by the project can be employed to accomplish meter repair or change-out, when that is required.

Step 12: Identified New Revenue on Accounts

Once the change to the account is complete, the Utility will identify (flag) the account in the Utility Billing Database as one to which WCA is eligible for participation in a share of increase revenue.

Step 13: Reports and Proposed Revenue Sharing Plan

WCA compiles and delivers a monthly report (Detailed Revenue Report) to the City that details the collected revenue for the period and calculates WCA compensation. This amount is based on actual account collection. The collection activity is monitored from the same monthly download of account data identified in Step 1. The revenue report is generated on an account-by-account basis, for review and approval by the Department. This eliminates the need for the utility to expend the resources necessary to write a computer program to accomplish the task, while reserving to the utility the approval authority for the disbursement of increase revenue. The monthly report summarizes each month's activity and typically includes the following information:

- 1) Formal Work Order approval date
- 2) Account number
- 3) Formal Work Order Number
- 4) Service address
- 5) Billing period/counter
- 6) Increase revenue calculation
- 7) WCA share of Increase Revenue

In addition, WCA will prepare a Status Report to the City. If desired by the City, the frequency can also be determined by the City. This custom

report details those specific pieces of information meaningful to the City related to the documentation of revenue findings. This report is not “canned” but is tailored to the needs and desires of the City. This approach to reporting, as well as to final reporting at the contract end is possible because the full picture of an account is available from one database source; history, findings, discovery notes, type of find, type property, corrective action, problem resolution, and records of Increase Revenue collections over time. This information is available for inclusion on any requested report, monthly or otherwise – on demand. This flexibility has been very well received by managers in past. This approach to the typical need for progress reporting is significantly more meaningful to the client than a “one size fits all” approach offered by others.

WCA will prepare a Final Report on the specific results of the project including an assessment of existing billing and metering practices and an estimate of annual recovery by area of deficiency.

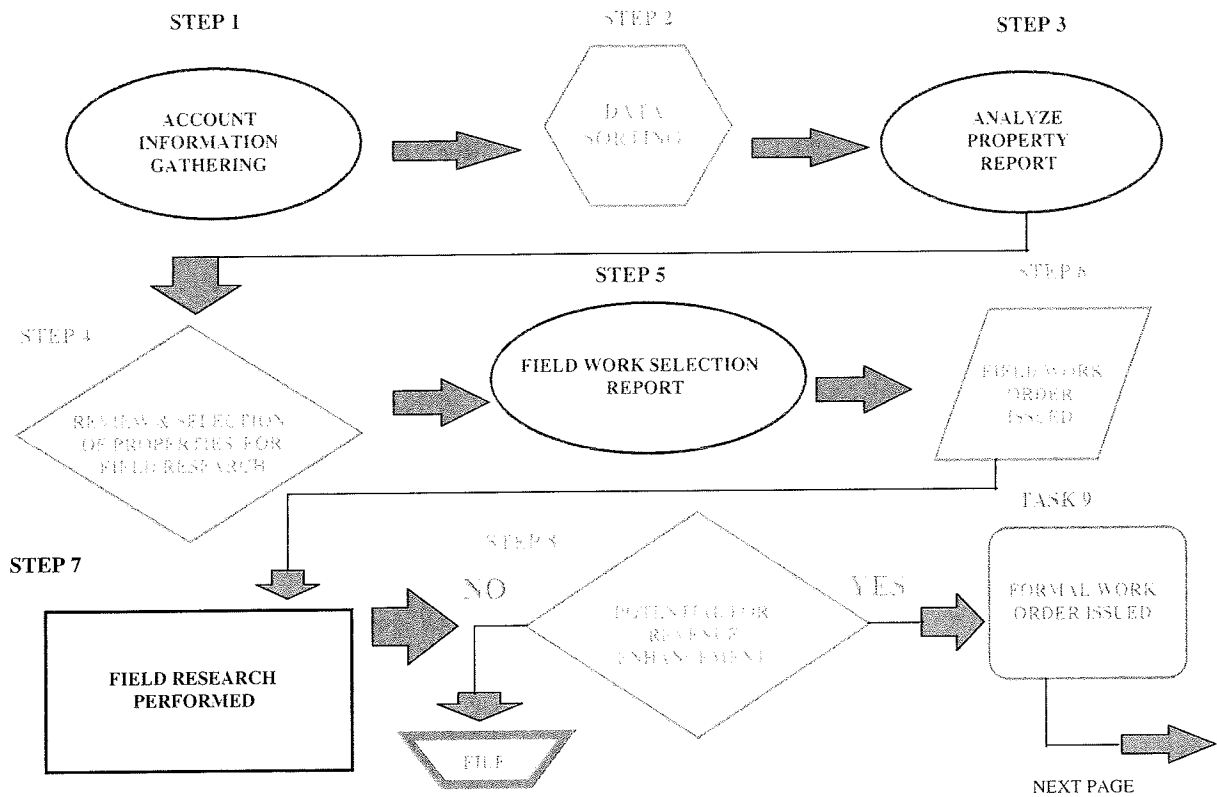
The methodology of the Proposed Revenue Sharing Plan is as follows;

- 1) Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Agreement. WCA acknowledges and agrees that the City’s liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Study.
- 2) If any Work performed by WCA to an Account results in Increased Revenues to the City, WCA shall be entitled to a Bonus Payment for such Work equal to the agreed on percentage of all Increased Revenues for a 36 month period thereafter.
- 3) Definitions:
 - a. **"Account"** is defined as a particular Water, Wastewater, Stormwater or Sanitation Service of the City. This definition includes all unauthorized taps or connections discovered by WCA that previously had not been given an Account number by the City.
 - b. **"Base Revenue"** is defined as the average monthly billings on an Account for up to the twelve month period immediately preceding WCA Documenting the Find.
 - c. **"WCA Share"** is defined as the fee to be paid by the City to the WCA for performance of duties under this Contract, computed in accordance with “Payment” below.
 - d. **"Customer Information System"** (or "CIS") is defined as the system used by the City to bill and to account for customer activities.
 - e. **"Contract Administrator"** is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the City. This individual shall have a working knowledge of City protocol and operating procedures of the City, and shall have the authority and responsibility of administering all day-to-day aspects of this contract on behalf of the City.

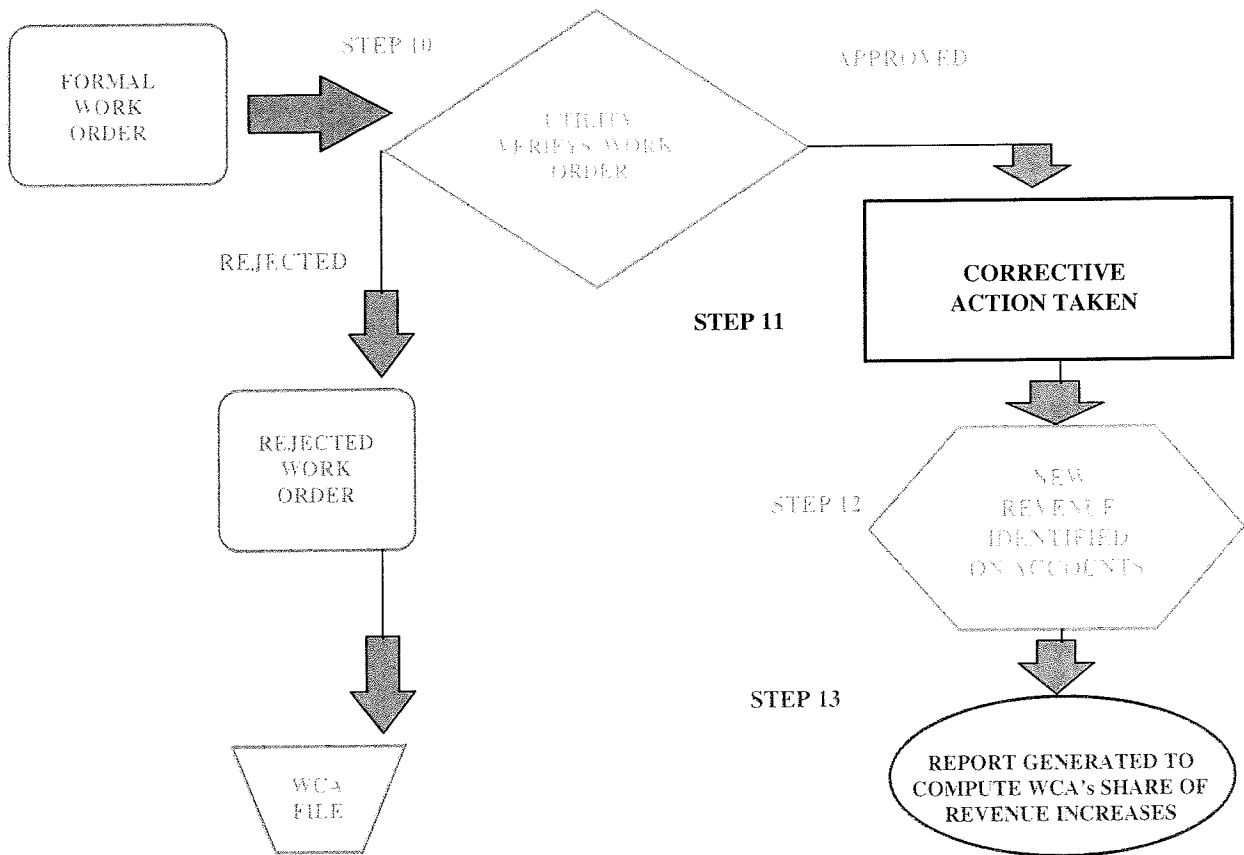
- f. **"Documenting the Find"** is defined as the notation by WCA on the Research report to the City or the approval of a submitted Formal Work Order.
- g. **"Formal Work Order"** shall be defined to mean that certain standard document that defines relevant information about a City Account that WCA has effected.
- h. **"Increased Revenue"** is defined as the amount of monthly income received by the City on an Account, over and above the Base Revenue, subsequent to Documenting the Find and to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.
- i. **"Research Report"** is defined as the information generated by WCA in the field that substantiates unbilled/misbilled revenue.
- j. **"Water, Wastewater, Stormwater or Sanitation Service"** is defined as the physical location of a City consumer, both known and unknown to City, which utilizes utility services provided by the City.
- k. **"Work"** is defined as WCA efforts towards making changes or modifications to an Account in order for the specific utility service to be properly and accurately billed.

The above 13 tasks are illustrated in the following flow diagram charts:

PROGRAM TASK PROCESS - RESPONSIBILITIES OF WCA



PROGRAM TASK PROCESS - RESPONSIBILITIES OF THE UTILITY



The WCA program utilizes technical work methods conducted in an efficient manner and designed to optimize revenue impact without disruption to normal operating procedures of the Utility. All WCA field operations will be conducted in a manner consistent with requirements imposed by the Utility on its own personnel. Some of the basic WCA rules of operational conduct are listed below.

- WCA will advise the Utility of all fieldwork performed.
- WCA will conduct all operations to comply with applicable Department procedures.
- WCA employees will adhere to all applicable safety requirements of City and the WCA.
- WCA will insure that property conditions affected by field research activity will be returned to original or better than original condition.
- WCA vehicles will be clean and clearly marked with the Company Logo.
- WCA employees will be uniformed.
- WCA employees will display identification badges affixed to the employee's uniform.
- WCA employees will at all times maintain a neat and clean appearance that represents the professionalism of the Utility and WCA.
- WCA employees will exhibit a courteous and polite manner when dealing with any customer of the Utility.

SCOPE OF WORK

The accurate measurement of water is the means by which water utilities generate revenue to offset expense, determine equitable fees among users, promote conservation and minimize wastewater treatment loads. WCA will assist the Department in identifying causes of, and suggesting remedies for system inaccuracies and deficiencies with respect to water metering, wastewater accountability, stormwater impervious area, sanitation collection data and all associated utility billings. System inaccuracies arise from many situations. Some of these situations are: unbilled sewer connections, meters not listed in the billing database, unknown taps, unauthorized fireline usage, meter bypass abuse, inaccurate submeter credits, and other conditions that are routinely encountered. These inaccuracies can be identified and corrective action taken to insure compensation for services rendered.

In general, the above situations can be grouped into the four major categories listed below:

- o Meter Inaccuracy and Malfunction
- o Service Theft
- o Unmetered Firelines
- o Other Unbilled or Misbilled Usage

These categories are addressed in the text that follows.

A. METER INACCURACY

It is critical for any Utility to be able to identify those meters within the utility system that perform below accepted levels of efficiency. Three typical contributing factors are:

- o Failure of Meters and Other Mechanical Devices
- o Lack of System Capabilities
- o Budgetary Limitations

Problem # 1: Failure of Meters and Other Mechanical Devices

Problem Explanation: A meter's propensity for accuracy loss and potential failure is due to the very nature of a mechanical device with moving parts. This accuracy loss is random among meters and often cannot be predicted. When vandalism and other meter damage issues are added to the equation, the problem of inaccuracy becomes even more unpredictable.

Solution # 1: WCA has developed systems to detect abnormal trends that may indicate mechanical failures in a timely manner. The analysis of these trends, coupled with field investigations, will detect meter failures. Field investigations will determine if there is a potential for loss of revenue. Based upon the field work performed, WCA will recommend the appropriate course of corrective action. As a result of these actions, the potential for revenue increases will be greatly enhanced.

Problem # 2: Lack of System Capabilities

Problem Explanation: An example of the lack of system capabilities is as follows. A meter read is taken on a meter that is not performing to standard and registering low reads. This situation has occurred over an extended period of time. The meter reader has no concept of prior consumption for the given property. The meter reader has no data to correlate with property characteristics such as property size, activity of occupant and occupancy rate. Therefore, an inaccurate meter with a history of low reads would not show a consumption pattern that would be indicative of a problem.

Solution # 2: WCA utilizes a system that compares like properties and isolates consumption differences. Consumption differences of this nature are selected for field review. The field review process confirms or denies consumption patterns with property characteristics.

Problem # 3: Budgetary Limitations

Problem Explanation: Budgetary limitations may restrict Department personnel from performing efficiently in isolating meter inaccuracies. Meter repair programs are usually limited to replacing known malfunctioning meters. Department personnel may be diverted from looking for meter inaccuracies to work on other distribution problems. Several operational factors impacted by this limitation are:

- o Allocation of existing manpower
- o Staffing capability
- o Acquisition of testing equipment
- o Acquisition of fleet and facility support

Solution # 3: WCA's program will provide a system for identifying meter inaccuracies at no cost to the Department during the term of the contract. All meter testing performed by the WCA shall recognize American Water Works Association (AWWA) standards, as utilized by the Department.

B. SERVICE THEFT

Service theft is the act of receiving water and/or wastewater service without proper remuneration. There are many factors that contribute to this problem, and the discovery of each factor must be approached systematically. Service theft can be divided into two broad categories, intentional and unintentional. These categories are discussed separately below.

1. INTENTIONAL SERVICE THEFT

Intentional service theft is the deliberate act on the part of a consumer of receiving service without proper remuneration to the utility. In general, intentional service theft is

achieved from the following situations:

- o Incorrect Piping Arrangements
- o Usage on "Inactive" Accounts
- o Emergency Meter Bypass Abuse
- o Fire Hydrant Abuse

Problem # 1: Incorrect Piping Arrangements.

Problem Explanation: Theft of service can result from incorrect piping arrangements. Tampering is generally involved in these situations. Some examples of these situations are as follows:

- o Straight connects or an illegal cut-across
- o Installing a jumper after a meter was pulled, subject to the limitations below.
- o Removing a lock after a lock-out procedure, subject to the limitations below.
- o Removing a blind gasket after service termination

Solution # 1: WCA will identify these situations by way of account review and on-site inspection of suspect locations. A comprehensive field analysis of known problem areas will often reveal cases that can not be traced via Departmental data. When multiple problems occur in a specific area, a saturation survey of the entire area is conducted to verify that all connections are proper.

Problem #2: Usage on "Inactive" Accounts

Problem Explanation: An account could be classified within the Department's system as "inactive". However, the meter serving this account could be in use.

Solution #2: Subject to the provisions below, WCA typically will make a field inspection on accounts classified as "inactive". Inactive accounts utilizing service will be identified and appropriate documentation submitted to the Department to initiate a change in account status. However, WCA will not receive compensation on Accounts in which the Department has terminated service due to non-payment of bills, also known as "cut off for nonpayment" or "CONP". These "known" (to the City) cases may often result in meter removal by the Department, which in turn may result in the illegal installation of a jumper by the customer. The Department has in place a process to field check all such accounts as part its routine procedures and therefore, for the sixty day period following a CONP, findings of jumpers or other illegal connections on such accounts are not subject to payment by the Department to WCA under the terms of this Agreement. WCA will investigate and submit findings only after the stipulated time period established by the City has been exceeded on the account.

Problem # 3: Emergency Meter Bypasses

Problem Explanation: The abuse of large meter emergency bypasses contributes to the theft of service problem. Open meter bypasses are especially difficult to identify when it represents

only a portion of total usage. For example, a bypass could be partially opened thus allowing unmetered service and yet not prompting action since an account billing is being generated.

Solution #3: WCA will identify all bypassed meters within the Department's system. Resolution of the bypassed meter problem is based upon a focused investigation of all meter installations with meter bypasses. WCA will physically inspect all bypassed meters on a regularly scheduled basis to determine if unmetered service is being provided. Only if a situation is found that is unknown to the City, and for which no active City Service Work Order is in effect, and has existed for a period of sixty days or longer, will WCA submit the item as a "find".

Problem #4: Fire Hydrant Abuse

Problem Explanation: Service theft is compounded by the use of fire hydrants supplying water for purposes other than extinguishing fires. The Department controls the majority of these situations by way of policy and procedure in their rules and regulations

Solution #4: WCA will review the existing policies and procedures as they relate to fire hydrants. If there appears to be any revenue enhancement potential that can be acted upon, recommendations will be made to the Department. These recommendations will include a benefit to cost analysis of any suggested solutions.

2. UNINTENTIONAL SERVICE THEFT

Unintentional service use is defined as the receipt of water and/or wastewater service for which the customer has no knowledge. In general the following situations are the cause of this type of service theft:

- o Incorrect Piping Arrangements
- o Incorrect Account Data

Problem #1: Incorrect Piping Arrangements

Problem Explanation: The unintentional incorrect piping arrangement is a common contributor to the unbilled revenue problem. Accurate site utility plats are not always available during construction. These plats indicate which tap serves a particular location. If a tap is not identified correctly with the property receiving the service, errors occur. For example, if an adjacent location's tap is incorrectly identified, the property could ultimately receive water through a meter not associated with that property.

Solution #1: WCA will locate incorrectly identified property by conducting comprehensive on-site inspections of selected properties, customer account research and comparisons to other adjacent properties. By performing these inspections, many instances of this kind will be discovered and the appropriate remedy will be submitted to the Department for corrective action. However, if the taps are being billed, no additional revenue will result. Therefore, WCA will not receive compensation on such Accounts.

Problem # 2:Incorrect Account Data

Problem Explanation:The tap or meter that is not correctly identified with the appropriate property is often unbilled. Sometimes a location is served by more than one tap. One meter can be generating legitimate billings while another is not. Confusion of service address with meter location can be a problem leading to incorrect account data. For example, a secondary meter might be physically located on a side street away from the primary or known meter. The second meter carries a different street address and normal search procedures by the Department result in fruitless efforts to locate, read or maintain the account. This occurs frequently in developed areas that were annexed by the Department and where installation records and “as built” drawings were not equivalent to those required by the Department today.

Solution # 2:WCA will compare like properties with similar usage characteristics to identify those consumers with lower than anticipated consumption. Ultimately, the correct association of multiple connections to a single property can only be ascertained by comprehensive field inspection and testing.

C. UNMETERED FIRELINES

The Department has established policies designed to minimize the abuse of unmetered firelines. Regulations specifically restrict unmetered fireline use. The Department’s policy regarding Detection Check Meters provides further safeguards against abuse. WCA will, by way of physical property research, make appropriate reports to the Department should any customer be found to be out of compliance with the Rules and Regulations.

Problem # 1: Unauthorized taps on Unmetered Firelines

Problem Explanation: The existence of connections made to unmetered firelines for use other than intended represents a loss of revenue faced by all utilities. The problem can be categorized into three basic areas:

- o Deliberate, illegal taps into fire systems
- o Control measures on identified firelines, such as detector check meters that are inoperative or are not checked routinely
- o Unmetered firelines that have no control devices to indicate usage

Solution # 1: WCA will isolate unmetered fireline abuses by researching properties with known service as well as searching for connections that are unknown to the Department. A few of the methodologies employed are:

- o Focus research on recently annexed areas and within areas of the system built during periods of rapid growth.
- o Research a random sample of that portion of the account population with known firelines.

- o Site inspections of a property always include an inspection of the fire protection system components.
- o In the case of large-scale installations with pressure alarms, a non-intrusive portable flowmeter will be utilized to verify unauthorized flow.
- o Other relevant databases of information such as State or Local fire insurance records can be compared to Departmental data regarding fireline billings.
- o The piping arrangement present in any location is traced and identified to the greatest extent possible.

D. OTHER SYSTEM DEFICIENCIES AND UNBILLED SERVICES

A multitude of factors impact the ability of the Department to bill correctly for its services. Other than those areas previously discussed, the following problems have been encountered in other utility systems. Other unbilled or misbilled usage can be the result of the following situations:

- o Incorrect Account Data
- o Abuse of Submeter Allowances
- o Unknown Accounts

Problem # 1: Incorrect Account Data

Problem Explanation: An example of this type of problem is as follows. A building is served by an unmetered fireline. However, the Customer Information System has no record of this data. Therefore, the Department may be losing revenue because of incorrect account data.

Solution # 1: Standard operating procedure utilized by WCA via its field research techniques is to verify all existing account data against actual property configurations. In that all account data is verified with the physical property configurations, discrepancies are noted and communicated to the Department by way of a Formal Work Order.

Problem # 2: Abuse of Submeter Allowances

Problem Explanation: Submeters allow credits for wastewater charges due to non-returned water to the sanitary system. Submeters for such uses as irrigation, processes and coolant towers provide reasonable usage credits to end users. However, if they are not properly installed, configured and monitored they can be abused. The net result of such situations is that the Department may not receive the appropriate remuneration for wastewater services.

Solution # 2: WCA will undertake a study of all known Submeter Account billings within the Customer Information System. All such properties will be researched to determine the validity of these credits with respect to credit calculations, and the appropriateness of those accounts receiving such credits.

Problem # 3: Unknown Accounts

Problem Explanation: Most major utilities have experienced growth by way of annexations of existing systems. If the accounting data from these acquired systems was not correct during the conversion, the probability is high that subsequent corrections to this data may not have been made. Also, if the utility has experienced billing system conversions, some accounts tend to be lost during the conversion. Unknown accounts produce no revenue for the utility, while adding to the unaccounted-for water loss equation.

Solution # 3: Standard operating procedure for WCA field crews is to make checks of adjacent properties while performing selected field research. WCA's standard operating procedure utilizes radio-dispatched crews to perform field research. WCA's office staff uses a computer link to the Customer Information System to retrieve current account data. Communication between office staff and field personnel enables WCA to verify information on adjacent properties which may be unknown.

Proposed Cost

Water and Sewer Utility System Performance Review

RFP# 37731

PRICE PROPOSAL

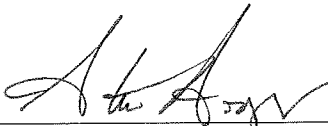
For any work performed by the proposer which results in Increased Revenue (as defined in this proposal) for the City of Oakland Park, the proposer shall be paid fifty-five percent (55%) of any collected Increased Revenue created as a result of prospective and/or retroactive billings for a period of three years.

For the purpose of this RFP response, and as defined previously in Tab 3, Increased Revenue shall mean new revenue collected by the City as the result of Work performed by the proposer, which has received written approval by the City on an account by account basis. No other forms of payment are required.

The proposer is responsible for all direct and indirect costs associated with the performance of the work described in this RFP response. **Therefore, this proposal is not a “cost” to the City, but is a “revenue source” to the City.**

ATTEST:

ISI Water Company
(firm name)


(signature)

May 13, 2014
(date)

Steve Hooper
(print name)

Attachments

Authorized Negotiator

Steven Hooper, General Manager is authorized to negotiate contract terms and render binding decisions of contract matters.

Insurance Compliance Statement

WCA has reviewed the Insurance requirements of this RFP as described in Appendix A and will comply with coverage as specified. Should WCA be selected to perform this project for the City, appropriate Certificates of Insurance naming the City as additional insured where applicable. A certificate will be furnished to the City prior to commencement of work.

Equal Employment Opportunity

ISI Water Company is an Equal Employment Opportunity employer. As is stated in the Declaration of Policy of the Company's Affirmative Action Plan: "ISI Water Company affirms its commitment to the submittal of an Affirmative Action Plan for the purpose of maintaining equal employment and promotional opportunity for all persons with particular emphasis on the minority and women work-force population..." This statement does not simply reflect a Company position or posture on the issue, but is put in practice, as consistently evidenced by the Company's EEO report.

References

WCA offers solutions to municipal governments large and small to improve the billing accuracy of all services while preserving public resources. A primary objective is to partner with key staff personnel of the governmental entity to identify causes of, and implement remedies for, system inaccuracies and deficiencies that adversely affect the accuracy of customer fees.

ISI originated, and is the number one provider of the service whereby private industry provides a revenue enhancement program at no cost to municipal utilities, with compensation strictly contingent on contract performance. The history of the company dates back to the first ever contract of the nature contemplated by the City in this RFP. This first project was initiated in March of 1989 for the City of Houston. Subsequent to that time, WCA has established itself as the number one provider of the service, having successfully conducted or in the process of conducting identical projects for the following governmental entities. The table lists completed and ongoing projects in chronological order, therefore the *most recent 5 projects in the past three years* are listed at the bottom of the table.

<u>Utility name</u>	<u>Address</u>	<u>Project title</u>	<u>Year</u>
<u>Contact name</u>	<u>Title</u>	<u>Email</u>	<u>Telephone</u>
<u>Miami Dade Water and Sewer Authority Department</u>	3071 SW 38 Ave, Miami, FL	Review of Unbilled or Misbilled Water & Sewer Services	1995
Mr. Daniel Fryer	Customer Service Manager Field		786-552-8358
<u>Escambia County Utility Authority</u>	9250 Hamman St, Pensacola, FL	Unbilled/Misbilled Revenue Survey	1996
Mr. Ernest Dawson	Regional Services Manager		850-969-3370
<u>City of Homestead</u>	790 N Homestead Blvd, Homestead FL	Review of Unbilled or Misbilled Water & Sewer Services	1997
Mr. Julio Brea	Director	jbrea@cityofhomestead.com	305-224-4770
<u>City of North Miami</u>	776 NE 8 Ave, North Miami, FL	Review of Unbilled or Misbilled Water & Sewer Services	1997

Ms. Lee Maron	Customer Service Mgr	lmaron@ci.north-miami.fl.us	305-893-6511
<u>City of Florida City</u>	400 W. Palm Dr, Florida City, FL	Review of Unbilled or Misbilled Water & Sewer Services	1998
Mr. Mark Ben-Asher	Finance Director		305-242-8109
<u>City of Coral Gables</u>	405 Biltmore Way, Coral Gables, FL	Review of Unbilled or Misbilled Water & Sewer Services	1999
Mr. Don Nelson	Finance Director		305-460-5204
<u>City of Ft Lauderdale</u>	949 NW 38 St, Fort Lauderdale, FL 33309	Review of Unbilled or Misbilled Water & Sewer Services	2000
Mr. Mike Bailey	Director	mbailey@coopercityfl.org	954-434-5519
<u>Orange County Utilities</u>	9150 Curry Ford Road	Contract #YO-192	2000
Mr. Tim Armstrong	Customer Service Division Manager	Tim.Armstrong@ocfl.net	407- 254-9745
<u>City of Hollywood</u>	2600 Hollywood Blvd, Hollywood, FL	Contract for Utility Services Auditing	2001
Mr. Jerry Shapiro	Utility Contract Auditor	jshapiro@hollywoodfl.org	954-921-3245
<u>City of Opa-Locka</u>	777 Sharazard Blvd., Opa-Locka, FL	Review of Unbilled or Misbilled Water & Sewer Services	2001
Ms. Faye Douglas	Asst Finance Director		305-953-2831
<u>City of Winter Park</u>	401 Park Avenue S., Winter Park, FL	Review of Unbilled or Misbilled Utility Services	2001
Ms. Delsia Margraf	Utility Services Mgr		407-599-3371
<u>Orlando Utilities Commission</u>	500 S. Orange Ave., Orlando, FL 32802	Services Agreement	2002
Mr. Lawrence Strawn	Retail Pricing Coordinator		407-423-9100
<u>City of Hallandale Beach</u>	400 South Federal Highway, Hallandale Beach, FL 33009	Contract for Utility Services	2003
Mr. Robert Fraidenburg	Asst. Finance Director	rdfraidenburg@hallandalebeach.org	954-457-1363
<u>City of Homestead, FL</u>	790 N Homestead Blvd, Homestead FL	Review of Unbilled or Misbilled Water & Sewer Services	2004
Mr. Julio Brea	Director	jbrea@ci.homestead.fl.us	305-224-4770

<u>Polk County Florida</u>	1011 Jim Keene Blvd SR 540 Winter Haven, FL 33880	Review of Unbilled or Misbilled Water & Sewer Services	2004
Mr. Doug Bailey	Customer Service Mgr	douglasbailey@polk-county.net	863-298-4140
<u>City of Lakeland</u>	501 E. Lemon Street Lakeland, FL	Review of Unbilled or Misbilled Water & Sewer Services	2005
Mr. Gary Ross	Assistant Director	Gary.Ross@lakelandgov.net	863-834-6193
<u>City of Lake Wales</u>	201 Central Ave W Lake Wales, FL	Utility Revenue Enhancement Services	2005
Ms. Sylvia Edwards	Finance Director	sedwards@cityoflakewales.com	863-834-6193
<u>TOHO Water Authority</u>	101 N Church St Kissimmee FL 34741	Utility Revenue Enhancement Services	2005
Mr. Rodney Henderson	Business Services Manager	rhenderson@kissimmee.org	407-518-2538
<u>City of Orlando</u>	5100 LB McLeod Road Orlando, FL 32811	Annual Agreement for Wastewater Utility Billing Consulting Services	2006
Mr. Chuck Miller	Technical Support Manager	Charles.miller@cityoforlando.net	407-246-2213
<u>City of Sanford</u>	PO Box 1788, Sanford, FL 32772	Utility Revenue Enhancement Services	2006
Mr. Bill Marcous	Manager, Utility Support Services	marcousw@ci.sanford.fl.us	407-330-5649
<u>City of Bartow</u>	450 N. Wilson Ave 33830 Bartow, FL	Utility Revenue Enhancement Services	2007
Mrs. Karen Hielscher	Customer Accounts Supervisor	khielscher.cs@cityofbartow.net	863-534-0188
<u>Boynton Beach</u>	100 East Boynton Beach Blvd. Boynton Beach, FL	Utility Revenue Enhancement Services	2011
Anthony Penn	Customer Service Mgr	penna@ci.boynton-beach.fl.us	561-742-6301
<u>St. Petersburg, FL</u>	One 4 th St. North, St. Petersburg, FL 33701	918-97 Contract for Consulting Services; Water Utility Review	2010
<u>Tammy Jerome</u>	<u>Billing and Collections</u> <u>Director</u>	Tammy.jerome@stpete.org	<u>727-893-7892</u>

<u>Pinecrest, FL</u>	12645 Pinecrest Pkwy Pinecrest, FL 33156	Stormwater Billing Review	2012
Maria Alberro Menendez	Assistant Village Manager	mmenendez@pinecrest-fl.gov	305-234-2121
<u>Pinellas County, FL</u>	14 S Ft Harrison Ave Clearwater, FL 33756	Consultant Services- Revenue Enhancement – DEI	2013
LeeAnn Smedley	Customer Service Mgr	lsmedley@pinellascounty.org	727-464-4486
<u>Dunedin, FL</u>	750 Milwaukee Ave Dunedin, FL 34697	Utility Revenue Enhancement Services	2013
Paul Stanek	Water Division Dir	pstanek@dunedinfl.net	727-244-2236
<u>Hillsborough County FL</u>	332 Faulkenburg Rd Tampa, FL 33619	Consultant Services- Revenue Enhancement – DEI	2013
Gary Hunter	GM III, Client Services Mgmt.	hunterj@hillsboroughcounty.org	813-612-7725
<u>Biloxi, MS</u>	140 Lameuse St, Biloxi, Ms. 39530	Contract for Services	2014
Dianne Merrill	Utility Billing Mgr	dmerrill@biloxi.ms.us	228-435-6236
<u>Pace Water System, FL</u>	4401 Woodbine Rd, Pace, FL 32571	Contract for Services	2014
Damon Boutwell	General Manager	dboutwell@pacewater.org	850-994-5129

In the experience of WCA, no two Utilities apply exactly the same set of criteria to determine customer fees. In each of the contract experiences listed above, WCA researched all appropriate billing policy, rate structure, City Charter, Ordinance and State Statute to determine the intended billing methodology. This understanding enabled WCA to correctly and fairly analyze individual customer billings and to recommend to the City only those changes and corrections that fit within the City’s desired guidelines. These guidelines determine both billings going forward in time as well as any appropriate retroactive billings. This same methodology will be applied by WCA for the City of Oakland Park. The Company’s knowledge of South Florida utility billing and utility operations is extensive, given the many and widely varied characteristics of the projects undertaken by the Company. Therefore, WCA is well suited to accomplish the goals of this project.

SECTION V
PROPOSAL FORMS

RFP # J7731

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.


Authorized Signature

Steve Hooper, V.P.
Printed Name & Title

ISI Water Company
Company Name

5215 Fidelity St.
Company Address

Houston, Tx 77029
City, State, Zip Code

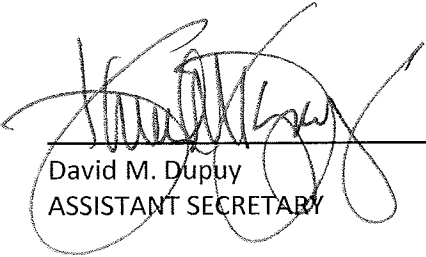
May 13, 2014
Date

781-352-0047
Phone Number

Steve@watercompany
E-mail Address
ofamerica.com

CORPORATE CERTIFICATION

The undersigned hereby certifies that he is the duly elected and qualified Assistant Secretary of Infrastructure Services, Inc., ISI Contracting Inc., and ISI Water Company (the "Companies"), and as such has custody of the corporate minutes of the meeting of its board of directors, duly called and constituted, a quorum being present, authorizing, directing and approving **Steve Hooper** as a corporate officer to execute and deliver this agreement binding such ISI Water Company to the obligations herein undertaken



David M. Dupuy
ASSISTANT SECRETARY

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Texas COUNTY Harris

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer ISI Water Company
Business address 5215 Fidelity St., Houston, TX 77029

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

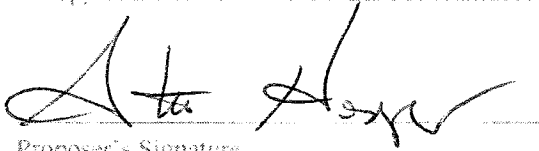
I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

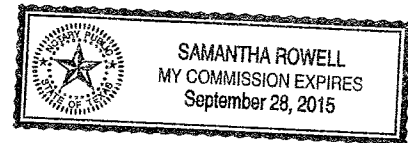
_____ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____
A copy of the order of the Division of Administrative Hearings is attached to this statement


Proposer's Signature

Sworn to and subscribed before me on this 23rd day of April, 2014


Notary Public Signature

(affix seal)



NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the proposer certifies that this price is offered independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME

RELATIONSHIPS

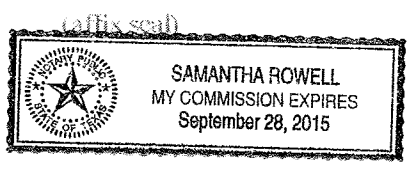
.....
.....

NONE:


Signature of Proposer

Sworn to and subscribed before me on this 23rd day of April, 2014


Notary Public Signature





REQUEST FOR PROPOSALS

Water & Sewer Utility System Performance Review
RFP# 37731

CITY OF OAKLAND PARK
FINANCIAL SERVICES/PURCHASING DIVISION
3650 NE 12 AVE
OAKLAND PARK, FL. 33334
PHONE: 954-630-4203
E-MAIL: andrewt@oaklandparkfl.org

SECTION I
INSTRUCTIONS TO PROPOSERS

1. GENERAL: The following instructions are given for guiding proposers in properly preparing their proposals. For information concerning procedures for responding to this Request for Proposal (RFP), contact Andrew Thompson, at the phone number or e-mail address listed on the title page of the document. Proposal documents are available for download via demandstar.com. Vendors who obtain specifications and plans from sources other than the City or DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, and awards will be posted and disseminated by DemandStar.

2. SCOPE OF WORK: The purpose of this RFP is to acquire the service of a qualified firm to:
 - Plan and Execute a Performance Review and comprehensive review of the City's water & sewer utility billing function, from initiation of utility services (including new construction) through all life cycle phases.
 - Provide a Comprehensive report of the findings.
 - Provide recommendations for alternatives, process improvement, cost savings, operational changes and other types of related recommendations

3. ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA: Requests for additional information or questions must be made in writing, to Andrew Thompson, Budget Analyst, via e-mail at andrewt@oaklandparkfl.org or fax to 954-630-4203. Additional information will only be transmitted via written addendum.

4. DEVELOPMENT COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

5. INSURANCE REQUIREMENTS: The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "Best" rating of "A."
 - A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

 - B. Workers compensation insurance to apply for all employees of the contractor, sub-contractors, and the contractor's architect and/or engineer, as appropriate, meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: Employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.

 - C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;

D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;

E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

F. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

G. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days notice of cancellation and/or restriction.

6. PROOF OF CARRIAGE OF INSURANCE: The proposer will furnish Maggie Turner, Purchasing Office, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies included, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
7. PROPOSER'S EXPERIENCE RECORD: The City will have the right to investigate the financial condition, experience record, and equipment of each proposer and determine to its satisfaction the competency of each to undertake the project. The proposer will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.
8. NON- APPROPRIATION OF FUNDS: In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the City, upon written notice of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.
9. POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS: The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective proposer.
10. CONTRACT AWARD: The City anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the CITY. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been approved, and executed by parties and by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals. The City reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

11. TERM OF AGREEMENT: The agreement shall be a non-exclusive, continuing services contract for an initial period of two (2) years, with the City's option to renew for two additional one-year periods. This includes an initial anticipated 6 month period required to perform the work described in the scope of service. The City anticipates needing additional work of similar nature (future, additional reviews other than those specified in this document). Additional work shall be performed at the rates stated in your proposal submission..

The City will reserve the right to cancel this agreement for its convenience at any time with thirty (30) days advanced written notice.

12. RIGHT TO WAIVE AND REJECT: The City, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the City, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential proposers.

There is no obligation on the part of the City to award the proposal to the lowest proposer, and the City reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City of Oakland Park shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City of Oakland Park reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.

The City specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

13. DISQUALIFICATION OF PROPOSERS: Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.

D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.

E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

F. Default under previous contract.

14. NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under the resultant Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment of disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

15. PROPOSAL SUBMISSION DEADLINE AND OPENING Sealed proposals will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 2:30 PM, EDT, May 13, 2014. The proposals will be opened and read aloud shortly thereafter. One (1) electronic CD copy, one (1) original and five (5) copies of proposals must be presented in a sealed envelope and identified with the following information: "**RFP# 37731 Water & Sewer Utility System Performance Review**". The City of Oakland Park reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City.

SECTION II
OVERVIEW / SCOPE OF WORK

I. INTRODUCTION:

The City's Utility Billing and Services Division is responsible for account maintenance of monthly water and sewer services for over 9,800 utility customers. As a part of the City's FY14 Business Plan Initiative, the city plans to complete an audit of the billing system which includes analyzing account processes, developing process improvement and the implementation of recommendations. The review should be completed within a six-month period.

The purpose of this RFP is to acquire the service of a qualified firm to conduct performance reviews and a comprehensive review of:

- Plan and execute a Performance Review and comprehensive review of the City's water & sewer utility billing function, from initiation of utility services (including new construction) through all life cycle phases.
- Provide a Comprehensive report of the findings.
- Provide recommendations for alternatives, process improvement, cost savings, operational changes and other types of related recommendations.

- II. SCOPE: Conduct a Performance Review of the water & sewer billing system, provide a comprehensive report of findings and provide recommendations for process improvement and other types of related recommendations, As defined by Government Auditing Standards issued by the Comptroller General of the United States, "a performance review is an objective and systematic examination of evidence for the purpose of providing an independent assessment of the performance of a government organization, program, activity, or function in order to provide information to improve public accountability and facilitate decision-making by parties with responsibility to oversee or initiate corrective action. Performance reviews include determining 1) whether the entity is acquiring, protecting, and using its resources (such as personnel, property, and space) economically and efficiently, 2) the causes of inefficiencies or uneconomical practices, and 3) whether the entity has complied with laws and regulations or matters of economy and efficiency.

Data verification of meters and account information will be reported in a suitable electronic format. Final report, supporting materials and recommendations will also be provided in a suitable electronic format.

- III. OBJECTIVE: Evaluate adequacy and effectiveness of the controls, processes and procedures of the following aspects the City's utility account management program: Evaluation of controls will include assessment of capabilities for prevention of errors and fraudulent acts. Proposers will be required to submit proposals specifically outlining their approach, techniques, and methodology employed for accomplishing the following specific performance tasks covered in the RFP. The Consultant shall determine:

- Validation of location of all water and sewer meters and accurate assignment to appropriate utility accounts.

- Confirmation of water & sewer service to each location by meter by account.
- Maintenance of water & sewer meter accuracy and the transferring of meter information to the billing system.
- Effectiveness and accuracy of billing process from the receipt of service data to the production of bills (hard copy or electronic). Note - The City will replace its current financial system (GEMS) within the next year and this system is not to be evaluated.
- Controls in regard to installation of new and replacement meters.
- Processes and procedures for identification and management of exceptions encountered in the billing process.
- Effectiveness of internal billing and collection practices (City receiving its own utility services.)
- Effectiveness of collection practices and procedures, including termination of service when appropriate.
- Effectiveness of communicating utility related issues to the public.
- Efficiency of allocated tasks within the division.
- An overall strategic plan to improve:
 - Workflow
 - Customer service
 - Record keeping
 - Cost savings
 - Workplace efficiency
 - Managerial/Supervisory controls
 - Policies

The resultant report should focus on improved customer service and/or enhanced cost-effectiveness. The report should include, where appropriate, improved workflows, exploration of outsourcing or shared service opportunities with other governmental organizations, benchmarking and other opportunities for improvement not specifically identified above which will result in enhanced process integrity, improved customer service and/or enhanced cost-effective operations.

SECTION III
PROPOSAL SUBMITTALS

For the proposal to be considered, one (1) electronic CD/DVD copy, one (1) original marked "ORIGINAL", and five (5) copies of the proposal must be received in the City of Oakland Park, City Clerk's Office, on or before 2:30 P.M. May 13, 2014.

Proposers shall include the following information in their proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TAB 1

Title Page: Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Summary of Qualifications: Provide a brief history of the firm. Indicate the firm's background in providing these services to governmental entities. Provide a description of the Proposer's ability to meet the requirements of the RFP. Indicate members of the firm who will have primary responsibility for the City's contract, including the designated project manager, and provide a resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

TAB 2

Technical Proposal & Methodology: Outline of proposed manner in which the scope of work will be addressed.

Describe the methodology, approach, techniques and timeline to be employed for each of the outlined specific performance tasks identified in the Scope of Services

TAB 3

Proposed Cost: All costs associated with delivering the requested services shall be detailed.

Cost for each phase of the review in the project should be stated, in addition to a maximum proposed cost for all reviews. A total all-inclusive maximum price is to be proposed. Include an itemized listing of all direct and indirect costs.

Provide a schedule of estimated staff hours and staff hour rates, if applicable.

TAB 4

Attachments: Additional information, which the Proposer feels will assist in the evaluation should be included; e.g., manufacturer specifications of the products proposed, and manufacturer's warranties.

Additional Required Proposal Submittal Forms, Addenda Acknowledgements (if applicable), Proposal Form, Public Entity Crime Form, Non Collusion Affidavit, References, copy of Business Tax Receipt.

SECTION IV
TIME LINE/ EVALUATION AND SELECTION PROCEDURES

REQUEST FOR PROPOSAL TIME LINE

The **anticipated** schedule for this RFP is as follows; all dates are tentative and subject to change.

Proposal Issue Date	4-11-14
Deadline for Questions/Additional Info	4-21-14 (4:00 PM EDT)
Addendum Issued (if applicable)	4-24-14
Proposals Due	5-13-14 (2:30 PM EDT)
Bid Award by Commission	6-4-14 or 6-18-14
Commencement of Project	July/August 2014

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

- I. Summary of Qualifications & Experience - 30%
 - The qualifications, ability, capability and skill of the Proposer/Firm to perform the contract.
 - The sufficiency of the financial resources and ability of the Proposer to perform the contract.
 - The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
 - Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
 - The quality of performance of previous contracts;
 - The previous and existing compliance by the Proposer with laws and ordinances relating to the contract;
 - Responsiveness of client references

- II. Technical Proposal & Methodology - 45%
 - Responsiveness of the proposal related to the Scope of Work
 - Action steps, critical paths and methodology to complete task
 - Timeline proposed for completion of critical steps

- IV. Proposed Cost & Fees - 25%
 - Net costs proposed for Review
 - Cost proposal for additional work

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more Proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Proposers with an opportunity to answer any questions the City may have on a Proposer's submittal.

SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to Proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the City will schedule the top ranked firm(s) for oral presentations/interviews.

SECTION V
PROPOSAL FORMS

RFP # 37731

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

Authorized Signature

Printed Name & Title

Company Name

Company Address

City, State, Zip Code

Date

Phone Number

E-mail Address