

## **AGREEMENT FOR PERSONAL SERVICES**

**THIS AGREEMENT** (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and ISI Water Company, dba Water Company of America (the "Consultant"), a Texas corporation, 5215 Fidelity Street, Houston, TX 77029 and whose Federal Employer Identification Number is 20-2413479.

**WHEREAS**, the Consultant has considerable expertise in the analysis and correction of water, wastewater, and reclaimed water system under-billings and mis-billings; and

**WHEREAS**, the County desires to employ the Consultant to provide analysis and correction of water, wastewater, and reclaimed water system under-billings and mis-billings, with the intent of improving accountability and rate payer equity, thereby increasing revenue for the Polk County Utilities (PCU) Division; and

**WHEREAS**, the Consultant remains agreeable to providing the County the consultant services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

### **1.0 Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, unless otherwise sooner terminated as provided herein.

### **2.0 Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #16-431, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto, (collectively, (i) and (ii) are "RFP 16-431") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 When PCU requires the Consultant to perform Services, the PCU project

manager will issue a Work Authorization to the Consultant stating the specific scope of Services and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following work information: specific scope of services, work schedule, and completion date. Each Work Authorization shall become effective upon due execution and issuance of a purchase order

2.3 The Consultant is not authorized to undertake any work without a duly executed Work Authorization and corresponding purchase order, which shall specify the work to be performed and the time to be completed. The Consultant recognizes and acknowledges that the County may employ several different consultants to perform the same or similar Services for the County and that the Consultant has not been employed as the exclusive agent to perform any such Services.

2.4 If the Consultant and the County enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that this Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the Work Authorization. Cancellation by the County of any remaining work prior to the Consultant's full completion of the requirements of any such Work Authorization shall cause the terms of this Agreement to terminate at the same time. This provision only applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

### **3.0 Compensation**

#### **3.1 General**

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant a fixed percent of all increased revenue that shall not exceed the percentage amount for thirty six (36) months as stated in Exhibit "B" which is attached hereto and made a part of this Agreement.

3.1.2 At the discretion of PCU, PCU may calculate a lump sum amount agreed upon by both parties to be paid to the Consultant in lieu of the fixed percent for thirty six (36) months.

3.1.3 Known mis-applications of the utility rate structure will be made known to the Consultant and will not be part of this agreement. The Consultant will not receive any revenue from these known mis-applications. Exhibit C provides the list of the mis-applications.

3.1.4 All the Consultant's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.5 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

**Polk County Utilities  
1011 Jim Keene Blvd  
Winter Haven, FL 33880**

#### **4.0 Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

#### **5.0 Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

#### **6.0 Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

#### **7.0 No Contingent Fees**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from this Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **8.0 Assignment**

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

#### **9.0 Professional Associates and Subcontractors**

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for

the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

#### **10.0 Indemnification of County**

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

#### **11.0 Insurance Requirements**

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000

without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

**Premises and Operations:**

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

**Independent Contractors:**

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

## **12.0 Public Entity Crimes**

The Consultant understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Consultant.

### **13.0 Non-Discrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

### **14.0 Designation of Party Representatives**

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

### **15.0 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

### **16.0 Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

### **17.0 Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of

indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

## **18.0 Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830**



**TELEPHONE: (863) 534-7527**

**EMAIL: RMLO@POLK-COUNTY.NET**

**19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

**20.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

**21.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For County:** Procurement Division  
330 West Church Street  
Bartow, Florida 33830  
Attention: Procurement Director

**For Consultant:** ISI Water Company,  
dba Water Company of America  
5215 Fidelity St.  
Houston, TX 77029  
Attention: Steve Hooper

## **22.0 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement; any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

## **23.0 Annual Appropriations**

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

## **24.0 Unauthorized Alien(s)**

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

## **25.0 Consultant Representations**

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Texas with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

## **26.0 Default and Remedy**

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies

available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

#### **27.0 Limitation of Liability**

**IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

#### **28.0 Waiver**

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

#### **29.0 Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

#### **30.0 Force Majeure**

The Consultant shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the

County describing the event in reasonably sufficient detail and how the event has precluded the Consultant from performing its obligations hereunder. The Consultant's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Consultant to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Consultant shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Consultant shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

### **31.0 Key Personnel**

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of this Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Steve M. Hooper, General Manager

Name: Gus Badnell, Contract Manager

Name: Jeff Haddock, CIS/Data Security Manager

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;  
THIS AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

Polk County, a political subdivision  
of the State of Florida

By: Jennifer Luderger  
Deputy Clerk

By: Melony M. Bell  
Melony M. Bell, Chairman  
Board of County Commissioners



Date Signed By County 4/18/17

Reviewed as to form and legal sufficiency:

Sandra B. Hays 3/17/17  
County Attorney's Office Date

ATTEST:

ISI Water Company,  
dba Water Company of America  
a Texas corporation

By: Steven Hooper  
PRINT NAME  
General Manager  
TITLE

By: Timothy H. Herbert  
PRINT NAME  
President  
TITLE

Date: 3-24-17

SEAL

## RFP REGISTRATION

**You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.**

RFP Number and Title: 16-431, Review for Unbilled or Mis-billed Utility Services

Description: Review the Accuracy of Utility Billing

Receiving Period: Prior to 2:00 p.m., Wednesday, November 16, 2016

Bid Opening: Wednesday, November 16, 2016 at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Questions regarding this RFP must be in writing and must be sent to Terry Marvin, Procurement Specialist, via email at [terrymarvin@polk-county.net](mailto:terrymarvin@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, Monday November 7, 2016, 4:00 p.m.

**RFP REGISTRATION  
FAX THIS FORM BACK IMMEDIATELY  
FAX: (863) 534-6789**

Carefully complete this form and email or fax it to the Procurement Division. You must submit one form for each RFP that you are registering for.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the RFP where requested.

**SEALED RFP • DO NOT OPEN**

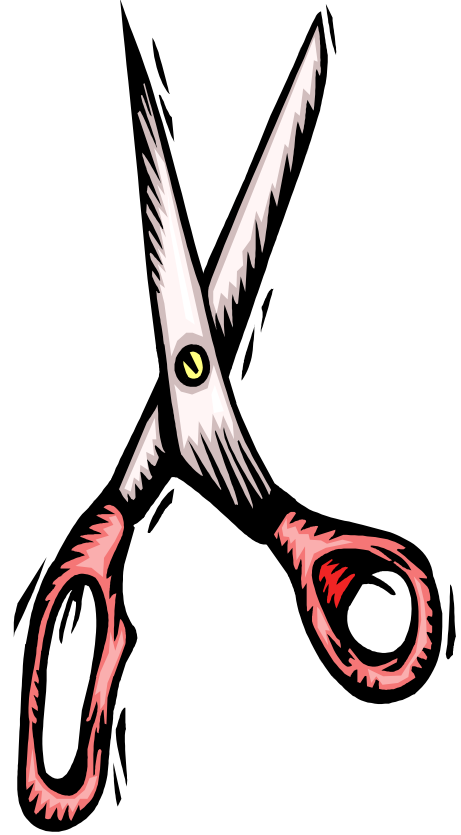
SEALED RFP NO.: 16-431

RFP TITLE: Review for Unbilled or Mis-billed Utility  
Services

DUE DATE/TIME: Wednesday, November 16, 2016  
prior to 2:00 p.m.

SUBMITTED BY: \_\_\_\_\_

DELIVER TO: PROCUREMENT DIVISION  
330 West Church Street, Room 150  
Bartow, Florida 33830





# POLK COUNTY

Procurement Division  
Fran McAskill  
Procurement Director

## REQUEST FOR PROPOSAL 16-431 Review for Unbilled or Mis-billed Utility Services

Sealed proposals will be received in the Procurement Division, **Wednesday, November 16, 2016 prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

**Questions regarding this RFP must be in writing and must be sent to Terry Marvin, Procurement Specialist, via email at [terrymarvin@polk-county.net](mailto:terrymarvin@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, Monday November 7, 2016, 4:00 p.m.**

***Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.***

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830

## **INTRODUCTION/BACKGROUND**

Polk County, a political subdivision of the State of FL, hereinafter referred to as the County, seeks proposals in response to this Request for Proposals (RFP) from firms specializing in the analysis and correction of water, wastewater, and reclaimed water system under-billings and mis-billings, with the intent of improving accountability and rate payer equity, thereby increasing revenue for the County.

## **SCOPE OF SERVICES**

The Proposer, in conjunction with the Customer Service Staff and Utility Operations staff (hereinafter "County Staff"), will examine certain utility billing and metering functions to identify causes of, and remedies for, inaccuracies in all functions related to utility billings. The Proposer will provide the software to analyze raw unjoined account data provided by the County; at no time will the County be responsible for providing data manipulation of any sort. The Proposer will provide experienced multidiscipline field personnel capable of evaluating all aspects of utility usage; provide turnkey flow metering (Transit Time, open channel sewer, Doppler) where necessary including associated data analysis, thereby identifying variances with the account record; at no time will the County be responsible for providing field personnel for the performance of this function. The County is seeking performance fee based proposals. Specifically, the Proposer will identify opportunities for revenue recovery/enhancement through the correction of problems associated with such inaccuracies. The following areas are to be addressed:

- I. **BILLING SYSTEM DEFICIENCIES AND UNBILLED SERVICES** – Unknown Billing system deficiencies are defined as any factor adversely affecting total collected revenue by the County on an account. Examples of these factors are:
  - misapplication of the County rate structure \*
  - billing system accuracy
  - unknown connections
  - account coding errors
  - chronic meter reading errors

\*There are known exceptions to the rate structure due to a separate agreement for disposal sites and other agreements. A list will be provided prior to the start of the engagement. Additionally, the County provides relief to residents by granting non-beneficial use adjustments. The Proposer will not be reimbursed for either of these circumstances discovered.

- II. **UNMETERED FIRE LINES** - Fire protection systems are to be used within the guidelines of County Ordinance. Fire lines that are used for any unauthorized non-emergency service represent lost revenues to the County. The Proposer will be required to have the requisite experience to determine if any unauthorized use of existing fire lines is occurring. The Proposer, in conjunction with County Staff, will develop and implement a

program to correct all identified deficiencies and to limit reoccurrence of revenue loss related to fire lines.

- III. **METERING** - The County routinely conducts testing and repairs of meters within its system. It is anticipated that, despite the utility's diligence, additional field investigations may result in the discovery of potentially problematic situations. The Proposer will be provided billing and consumption history related to known utility consumers so that the Proposer may review and research these consumers to verify correct billings. The Proposer will provide the requisite manpower, portable Transit Time Flow Meter, hand tools, vehicle and equipment to identify problematic conditions in the field.
- IV. **SERVICE THEFT** - Theft of service includes illegal connections made to the utility's water distribution and wastewater collection systems and on open meter bypasses in the system. An illegal connection, for example, could consist of a straight pipe connection rather than a metered connection. Locations of all authorized meters and connections will be provided to the successful Proposer. To facilitate detection of unauthorized meter bypass use, the Utility will provide information related to those accounts which are "locked", and their associated addresses.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the Agreement will be assigned during the term of the Agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

#### **How Services will be issued to the consultant on an as-needed basis**

The desired Services will be performed within a five year period. As-needed work will be issued in a Work Authorization outlining a specific Scope of Work that will be negotiated with the successful Proposer.

Each Work Authorization will also state the following Project information: maximum amount of compensation, Project schedule, liquidated damages (if applicable), and completion date. Each Work Authorization shall become effective upon issuance of a purchase order. The Consultant is not authorized to undertake any Project without a duly executed Work Authorization and corresponding Purchase Order.

#### **AGREEMENT**

The term of the Agreement will be five (5) years, unless otherwise terminated in accordance with the Agreement.

Agreements that do not exceed a total cost of \$100,000 may be authorized and signed by the County Manager without further Board approval.

## SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

### Tab 1, Introduction:

- Introduction letter describing your firm, number of years in business, contact name, company address, phone number and email address of contact person. **(One page, equals single or double sided)**

### Tab 2, Experience and Expertise (40 Points)

- Provide an organizational chart of the team you propose to assign to this engagement.
- Provide resumes for all key personnel that will be involved in the utility under-billings and mis-billings analysis services. **(One page single or double sided for each resume)**
- Provide a minimum of three (3) and a maximum of five (5), projects that demonstrate your firm's experience in utility reviews for unbilled/underbilled revenue projects you have performed in the past five (5) years for which your firm has provided similar work as described in the scope of services.
  - 1) Name of project, entity name, contract name and number, additional revenue identified, duration of the project, and/or any time extensions that were needed.
  - 2) Please provide a brief description of each project and describe how your experience and expertise assisted your clients. **(One pages for each project, single or doubled sided).**
- Identify any subconsultants that may be involved throughout the duration of the engagement. For each subconsultant identified, please provide:
  - 1) A brief description of their experience outlining their qualifications to perform the intended services.
  - 2) A brief resume for each key personnel that will be assigned to perform the intended services.

- Describe your experience on projects with clients that use the SunGard Utility Billing Software Package.

### **Tab 3, Approach and Methodology (40 points)**

Describe in detail the approach your firm proposes to manage the project. Define in detail your understanding of the issues presented in the scope of work and your recommended means of addressing them. In addition, provide any other facts or alternative information you deem necessary to evaluate your proposal. At a minimum, please address the following: **(Two pages, equals single or double sided)**

- A. What will be the relevance of the Utility's historical data to this project?
- B. What is your plan to identify inaccuracies in the areas identified in the scope of services?
- C. Describe the criteria you plan to use to evaluate County billing policy as it relates to the end users of water and wastewater service of the County.
- D. Describe in detail the methodologies and procedures for documentation of revenue recovery attributable to the Proposer's actions. Provide samples of documents and reports.
- E. How will your program impact the allocation of County Staff time?
- F. What equipment or facilities will you require from the County?
- G. How long after the award of a contract will you require for mobilization?

### **Tab 4, Compensation (10 points)**

Detail your proposal for compensation for the work to be performed by completing the attached price proposal included in this RFP. Compensation will be based on a specified percentage of documented future and retroactive revenue recovery resulting from the project. The Price Proposal is a presentation of the Proposer's total offering price which is to include all costs for providing each component of the required goods or services. The Proposer is responsible for all direct and indirect costs associated with the performance of the work necessitated under this RFP, except for service and meter installations and replacements, which shall be performed by the County. Proposers must utilize the format attached hereto entitled "Price Proposal".

### **Tab 5 Surveys of Past Performance (10 Points)**

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. **(See Exhibit 1)** Procurement will take the average of all surveys and score as follows:
 

○ Average Score between 9-10	10 Points
○ Average Score between 7-8	8 Points

○	Average Score between 5-6	6 Points
○	Average Score between 3-4	4 Points
○	Average Score between 1-2	2 Points
○	Average Score of 0	0 Points

## **EVALUATION CRITERIA AND SELECTION PROCESS**

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

### **Elevation Level 1 (Procurement Requirements Assessment)**

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

### **Elevation Level 2 (Selection Committee Evaluation)**

Procurement shall score each Proposal on the following evaluation criteria:

<b>Compensation</b>	<b>10 Points</b>
<b>Surveys of Past Performance</b>	<b><u>10 Points</u></b>

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

<b>Experience and Expertise</b>	<b>40 Points</b>
<b>Approach and Methodology</b>	<b><u>40 Points</u></b>
<b>Total points available</b>	<b>100</b>

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

**EXCELLENT (1.0):** *Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an *exceptional* and *superior* degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

**VERY GOOD (0.8):** *To a high degree; better than or above competent and/or skillful.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

**GOOD (0.6):** *Having positive or desirable qualities; competent; skilled; above average.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

**FAIR (0.4):** *Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.*

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

**POOR (0.2):** *Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.*

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

**UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with the highest ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated



cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

### **Elevation Level 3 (Proposer Interviews)**

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, said Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, Procurement, County Staff and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board or County Manager, as applicable, to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-

highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

### **SUBMITTAL OF PROPOSALS**

Interested parties are invited to submit one (1) original marked **ORIGINAL** and five (5) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled “**RFP #16-431, Review for Unbilled or Mis-billed Utility Services**” and marked with the Proposers name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, FL 33830**

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, November 16, 2016.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the Proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

# ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future solicitations.

## **GENERAL CONDITIONS**

### **COMMUNICATIONS**

After the issuance of any Request for Proposal, prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a Proposer **shall** be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

The selected firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Professional Liability Insurance- \$2,000,000 for errors and omissions, exclusive of defense costs.

Cyber Insurance - for \$1,000,000.

### **INDEMNIFICATION**

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers,

employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

#### **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the Proposer hereby certifies that they have complied with said statute.

#### **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

#### **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

#### **AFFIRMATION**

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a

proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

## **DEVELOPMENT COSTS**

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the 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.

## **ADDENDA**

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids>. It is the sole responsibility of the Proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

## **CODE OF ETHICS**

If any Proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

## **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The Proposer shall comply with all applicable federal, state and local laws and regulations.

## **CONTRACT**

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

## **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

## **ADDITION/DELETION**

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

## **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the Proposers are **required to identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All proposals received from Proposers in response to this Request for Proposal will become the property of the County and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

## **REVIEW OF PROPOSAL FILES**

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

## **UNAUTHORIZED ALIEN(S)**

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is

currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at 1-888-464-4218.

## **LIMITATIONS**

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

**ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to the Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

## **PUBLIC RECORD LAWS**

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records



required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:**  
(SUBMITTAL PAGE)

Company Name:\_\_\_\_\_

DBA/Fictitious Name (if applicable):\_\_\_\_\_

**NOTE:** COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.  
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #:\_\_\_\_\_

\_\_\_\_\_  
(Street No or PO Box Number) (Street Name)  
(City)

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Cell Phone Number:\_\_\_\_\_

Email Address:\_\_\_\_\_

Type of Organization:

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Non-Profit \_\_\_\_\_ Sub-Chapter  
\_\_\_\_\_ Joint Venture \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LLP  
\_\_\_\_\_ Publicly Traded \_\_\_\_\_ Employee Owned

State of Incorporation\_\_\_\_\_

The Successful vendor must complete and submit this section prior to award. The  
Successful vendor must invoice using the company name listed above.

**EXHIBIT 1**  
**DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND**  
**PERFORMANCE SURVEYS**

The objective of this process is to identify the past performance of the firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

**Sending the Survey**

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included then Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Review for Unbilled or Mis-billed Utility Services)
COST OF SERVICES	Cost of services (\$150,000)
DATE COMPLETE	Date when the services were completed. (i.e. 12/15/2011)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.
3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
4. The past projects can be either completed or on-going.
5. The past client/owner must evaluate and complete the survey.

## **Preparing the Surveys**

1. The firm is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The firm should enter the past clients' contact information, and project information on each survey form for each reference. The firm should also enter the name of the client being surveyed.
4. The firm is responsible for ensuring all references/surveys are included in their submittal under Tab 5.
5. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County**  
**RFP 16-431, Review of Unbilled or Misbilled Utility Services**

---

To: \_\_\_\_\_  
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Subject: Past Performance Survey of: \_\_\_\_\_  
(Name of Client Company/Firm)

\_\_\_\_\_  
(Project Name)  
Cost of Services: \_\_\_\_\_ Date Complete: \_\_\_\_\_

---

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Overall Satisfaction with Vendor	(1-10)	
2	Vendors Ability to extract billing information from Billing System	(1-10)	
3	Revenue enhancement issues discovered and presented	(1-10)	
4	Reports and other documentation presented	(1-10)	
5	Vendors Field Investigations	(1-10)	
6	Vendors interactions with customers	(1-10)	
7	Vendors interactions with staff	(1-10)	
8	Vendors billing practices	(1-10)	

\_\_\_\_\_  
Printed Name of Evaluator

\_\_\_\_\_  
Signature of Evaluator

Please fax or email the completed survey to: \_\_\_\_\_

# AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 16-431    PROJECT NAME: Review of Unbilled or Misbilled Utility Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

Signature	Title	Date
-----------	-------	------

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who  
(Print or Type Name)

has produced \_\_\_\_\_ as  
identification. (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

# **REVIEW OF UNBILLED OR MISBILLED UTILITY SERVICES FOR POLK COUNTY**

## **PRICE PROPOSAL**

For any work performed by the Proposer which results in increased revenue for Polk County in accordance with the provisions of this RFP, the Proposer shall be paid \_\_\_\_\_ percent of all increase revenue for a term of thirty-six (36) months thereafter.

For the purpose of this RFP, increased revenue shall mean the difference between the amount of monthly income received by the County on an account subsequent to and prior to corrective action being taken on all unbilled or misbilled water and wastewater services provided by the County, including retroactive collections made as a result of work by the Proposer.

RESPONSE TO  
REQUEST FOR PROPOSAL  
for  
Review for Unbilled or Misbilled Utility Services  
RFP #16-431

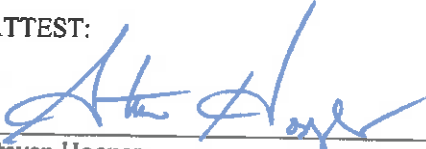
Due Date: November 16, 2016 2:00 PM Eastern Time

Requested by  
POLK COUNTY, FLORIDA

*Submitted to:*  
Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830 USA  
Fax: 863-534-6789  
Email: [terrymarvin@polk-county.net](mailto:terrymarvin@polk-county.net)

*Submitted by:*  
ISI WATER COMPANY  
Steven Hooper  
General Manager  
5215 Fidelity Street  
Houston, TX 77029  
[steve@watercompanyofamerica.com](mailto:steve@watercompanyofamerica.com)  
(281) 352-0047

ATTEST:

  
Steven Hooper  
General Manager, ISI Water Company

11-16-16  
Date



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November 16, 2016

Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830

Subject: Introduction Letter

ISI Water Company (referred to herein as Water Company of America "WCA") is pleased to submit this response to the Request for Proposal #16-431 entitled "Review for Unbilled or Misbilled Utility Services" to Polk County.

The study proposed in this RFP is identical to previous and current projects performed by WCA for Municipal Utility Departments nationwide, the first in 1989. Since initiating the first ever project of this nature in the nation twenty-seven years ago, 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 undertaken, WCA's program of revenue enhancement is offered on a performance fee basis. WCA will bear all of its study costs. WCA will be entitled solely to a share of increased collected revenues generated by this program.

Water Company of America has a proven program for revenue recovery. We most sincerely appreciate the opportunity to provide assistance to the County in this project. The contact information and the person authorized by the Company to negotiate contract terms and render binding decisions of contract matters for WCA related to this RFP is as follows:

Steven M. Hooper, General Manager, ISI Water Company  
5215 Fidelity St, Houston, TX 77029  
(281) 352-0047 (direct); [steve@watercompanyofamerica.com](mailto:steve@watercompanyofamerica.com)

WCA has adopted a code of business ethics that states that ISI Water Company will comply with all applicable laws, support and endorse antidiscrimination efforts and apply tangible business practices to utilize the full benefit of a supplier base that reflects the diversity of the American supplier community through the use of small, minority, and woman-owned businesses for needed supplies and services. WCA is committed to an equal opportunity employment effort. WCA is at all times committed to maintaining a Drug Free Workplace.

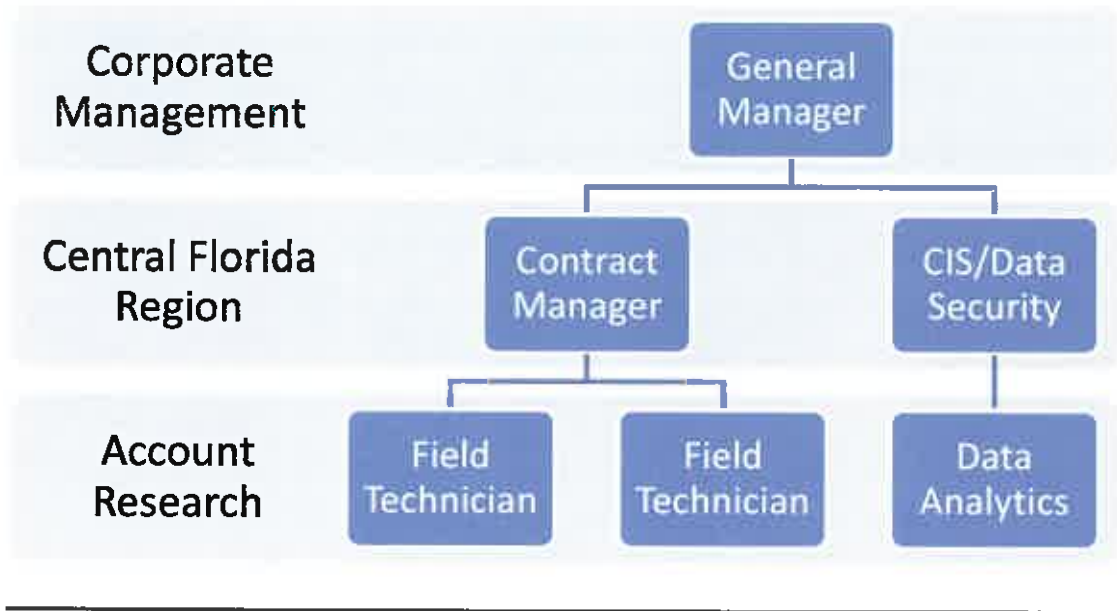
As stipulated in the RFP, this proposal is valid for a minimum period of 90 days following the proposal opening date of November 16, 2016.

Respectfully submitted,  
Steven Hooper, GM



## **2. Experience and Expertise**

### **Company Organizational Chart**



### **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 County billing policies, Ordinances, Rules and Regulations; comprehend variations in water distribution and sewer collection systems, and thus are capable of rapid mobilization for the County. Staffing needs for this project will be met by the Company in the following three manners:

1. Utilize existing full time salaried employees located in Central Florida
2. Bring experienced personnel from other locations
3. Recruit, hire and train from the local area

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 key study personnel are herein proposed.**

**MR. GUS BADNELL - Contract Manager**

In his capacity, Gus is responsible for the day-to-day operations, workflow, production and client communication required for assigned projects. He is well versed in providing the quality, factual information from the field needed to remedy unbilled and misbilled service from all utility services. To date, he was key man on 14 Florida Contracts. In addition, Gus has developed many of the procedures utilized by the Company today, including the assessment of unique Work Order types for new utility clients and procedures associated with electronic field documentation and submittal. His training included in depth application of the Company analytic software and “on site” practical property analysis in the field, during active contract operations in Central Florida from Melbourne to St Petersburg. He is a *hands on* manager, conducting office and field activities while ensuring safety compliance. Gus reports to Mr. Hooper.

**MR. JEFF HADDOCK – CIS/Data Security Manager**

Mr. Haddock has been an integral part of the Company since 2000. He performed the duties of Central Florida Contract Manager from 2000 – 2012 and that of data manager from 2012 to current. He oversees the company’s electronic assets and resources, coordinates data needs with clients, and directs Company software development with programmers. Helps determine the information technology goals of the Company and is responsible for implementing computer systems to meet those goals.

- Manage the Company’s data security practices and policies
- Oversee company’s flow and processing of data from clients under contract
- Manage and maintain hardware and software assets
- Assist Contract Managers with data acquisition
- Intermediary with Programmers and to assist them as needed
- Assist with data manipulation and reporting at contract level as needed
- Setup field ready hardware and software systems as needed

Management level, reports to the General Manager.

**MR. STEVEN M. HOOPER – General Manager**

Mr. Hooper is responsible for management of *ISI Water Company*. He has 27 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 contracts nationwide, he has developed the business plan, employee training procedure, best practices, specialized software application/design, flow and test meter application, national marketing strategy, and financial management. Participation in industry trade organizations and functions such as the American Water Works Association, the Water Environment Federation and the Government Finance Officers Association benefits the firm and clients by staying current with regard to industry standards and 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.

**Authorized Negotiator**

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

[Balance of this page intentionally left blank; Resumes follow]

**Gus Badnell**  
Winter Haven, FL  
(407) 382-6626

PERSONAL DATA

Married  
3 children

BUSINESS HISTORY

ISI / Water Company,  
Contract Manager 2014-present

Company manager of projects designed to recover unbilled and misbilled revenue related to water, wastewater and stormwater service for municipal utilities. Specializes in retail billing account analysis and field documentation through the use of the company WATERS software and field account analysis techniques.

ISI / Water Company,  
Operations Manager 2004-2014

Responsible for the day-to-day field operations of assigned contract and management of 1 or more field crews under him. Experienced in account data research, targeted property field investigation and Formal Work Order reporting to the County.

Osceola County 2001-2004  
Building Maintenance

Responsible for planning, coordinating, and executing alterations, repair, and maintenance to County Courthouse, Administration building, and Osceola County Child Development Center in Downtown Kissimmee, as pertaining of an electrical, plumbing, mechanical, and structural nature.

City of Lake Alfred 1998-2001  
Utilities Worker II

Responsible for the installation, maintenance, and repair of County water lines, sewers lines, water meters, and lift stations. Also, maintained County water and wastewater treatment facilities, conducted sampling at said facilities, and conducted routine tasks (reading water meters) as well.

**Jeff Haddock**  
Winter Springs, FL  
(407) 382-6626

PERSONAL DATA

Married  
3 children

BUSINESS HISTORY

ISI Water Company,  
CIS/Data Security Manager 2014-present

Manager of the company's electronic assets and resources, coordinates data needs with clients, and directs Company software development with programmers. Helps determine the information technology goals of the Company and is responsible for implementing computer systems to meet those goals.

ISI Water Company,  
Contract Manager 2000-2014

Company manager of projects designed to recover unbilled and misbilled revenue related to water, wastewater and stormwater service for municipal utilities. Specializes in retail billing account analysis and field documentation through the use of the company WATERS software and field account analysis techniques.

Target Marketing  
Vice President 1994-2000

Owned and operated small plumbing supply firm in Orlando, FL. Specialized in sales of plumbing supplies to wholesale customers. Managed 20 employees as well as all finances for the firm. Sold interest in firm in 2000.

Orange County  
Inventory Manager 1981-1994

Manager of inventory for the maintenance section for the Orange County Sheriff's Office. Inventory control, Purchasing and distribution of product for a 1600 unit fleet of vehicles were among the duties.



**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

Responsible for the management of ISI Water Company. Advise and assist Contract Managers in all matters.

Howe Building Corporation  
Project Manger

Nash/Phillips/Copus Homebuilders  
General Superintendent

S & S Construction  
Owner – Partner

## MEMBERSHIPS AND AFFILIATIONS

American Water Works Association  
Water Environment Federation  
Government Finance Officers Association

### **Past Project References**

CLIENT NAME	City of Gulfport
FIRST NAME	Bryan
LAST NAME	Billings
PHONE NUMBER	228-868-5720
EMAIL ADDRESS	<a href="mailto:bbillings@gulfport-ms.gov">bbillings@gulfport-ms.gov</a>
PROJECT NAME	Review of Unbilled or Misbilled Utility Service
COST OF SERVICES	Share of new revenue is 55%
DATE COMPLETE	Ongoing

CLIENT NAME	City of Bartow
FIRST NAME	Karen
LAST NAME	Hielscher
PHONE NUMBER	863-534-0188
EMAIL ADDRESS	<a href="mailto:Khielscher.cs@cityofbartow.net">Khielscher.cs@cityofbartow.net</a>
PROJECT NAME	Utility Revenue Enhancement Services
COST OF SERVICES	Share of new revenue is 55%
DATE COMPLETE	Complete; final payment May 21, 2012

CLIENT NAME	Pinellas County
FIRST NAME	LeeAnn
LAST NAME	Stiles
PHONE NUMBER	727-464-4486
EMAIL ADDRESS	<a href="mailto:lstiles@pinellascounty.org">lstiles@pinellascounty.org</a>
PROJECT NAME	Consultant Services, Revenue Enhancement
COST OF SERVICES	Share of new revenue is 46%
DATE COMPLETE	Field operations complete, revenue share ongoing

CLIENT NAME	Pace Water System
FIRST NAME	Damon
LAST NAME	Boutwell
PHONE NUMBER	850-994-5129
EMAIL ADDRESS	<a href="mailto:dboutwell@pacewater.org">dboutwell@pacewater.org</a>
PROJECT NAME	Review of Unbilled or Misbilled Utility Service
COST OF SERVICES	Share of new revenue is 60%
DATE COMPLETE	Field operations complete, revenue share ongoing

CLIENT NAME	Granger Hunter Improvement District
FIRST NAME	Clint
LAST NAME	Jensen
PHONE NUMBER	801-968-3551
EMAIL ADDRESS	<a href="mailto:cjensen@ghid.org">cjensen@ghid.org</a>

PROJECT NAME	Review of Unbilled or Misbilled Utility Service
COST OF SERVICES	Share of new revenue is 50%
DATE COMPLETE	Complete; final payment February 27, 2013

### **Past Project Benefit Highlights to the Client**

Gulfport: The principal benefit was increased sewer billings through the correction of misbilled account codes and identification of unbilled sewer flow. Second, was the correction of solid waste billings through the identification of unbilled customers. The third was unbilled consumption related to unlisted service.

Bartow: The principal benefit related to miss-billings due to account coding issues.

Pinellas County: Account coding, some minor consumption related Finds that drove water and Sewer revenue and a handful of jurisdictional issues.

Pace Water System: A relatively clean system, where WCA found little, providing positive validation to Pace of internal systems and practices.

Granger Hunter: Account coding corrections which resulted in water and sewer revenue increases. In the words of the client, "WCA helped identify and correct a silo mentality that existed among our various departments," in so doing misconceptions as to the effect of various account codes was clarified. This occurred solely as the result of in depth field work.

### **Subconsultants and/or Subcontractors**

The use of Subconsultants or subcontractors is not contemplated by WCA. WCA is well qualified to perform this study with experienced, full time employees possessing multiple years of hands on practice and skill. As the preeminent provider of this service, with over twenty-seven years of experience with utilities of all sizes (some the same size as Polk County), and twenty one years continuous experience in Florida; WCA is well suited to team with the County to fairly and accurately ferret out problematic customer accounts. In summary, WCA's qualifications will benefit Polk County 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 2 decades.

- WCA's proprietary analytical software enables the Company to find problems that are not evident in existing exception reports.
- A proven technology that generates found revenue for discretionary use by the County.
- Diverse data handling experience enables quick adaptation to the Polk County CIS with an insignificant time requirement of County IT 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 County's CIS.
- An experienced resident Central Florida multi-discipline 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 the County specifically and Central Florida in general, enabling efficient effective operation of this contract.
- The established method employed by WCA provides long term benefit to the County 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 County staff upon completion.

#### **Experience on Projects for Clients that use SunGard Utility Billing Software**

WCA has extensive experience with the SunGard Utility Billing Software. Projects for clients who used this software include at least the following:

Cocoa Beach, FL  
 Brevard County, FL  
 St Petersburg, FL  
 Sanford, FL  
 Hollywood, FL  
 Hallandale Beach, FL  
 Homestead, FL  
 Boynton Beach, FL  
 Deerfield Beach, FL



### **3. Approach and Methodology**

#### **Summary**

WCA offers solutions to municipal governments large and small to improve the billing accuracy for 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 County 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 numerous governmental entities nationwide.

#### **System Concept and Solution**

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 County.

#### **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 HTE 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 County staff time requirement.

(1) Download

- (a) WCA will meet with the County IT representative to identify those needed data fields from the CIS schema to be included in the download.
  - (b) County generates a script (stored routine) that writes raw unjoined tables of data to a file.
  - (c) This file is run monthly on a consistent day and time of the County's choosing.
  - (d) WCA retrieves this file in whatever method is most advantageous for the County (typically FTP)
  - (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 Increased Revenue and thus to determine compensation (the WCA Share).
- (2) Electronic link – this resource is critical for WCA to gather current (as opposed to stale) data. 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 County 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, sewer surcharge level, 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 Polk**. Queries and sort routines that facilitate the identification of unbilled and misbilled service revenue are tailored to Polk 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 County, 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 six years of experience has shown many of these criteria to be standard from one County to the next. However, every County has its own unique combination of factors that ultimately determine a customer billing. Therefore, WCA will perform a comprehensive study of the County'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 County. 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 County to update and correct customer records. The document is a report produced by the WCA software, written specifically for Polk. 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 a 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 County will review the Formal Work Order and approve WCA's recommended changes. The County 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 County 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 County 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 County scheduling and operating procedures and be accompanied by County 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 County 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 and if desired by the County, WCA will prepare a Status Report, on a frequency determined by the County. This custom report details those specific pieces of information meaningful to the County related to the documentation of revenue findings. This report is not “canned” but is tailored to the needs and desires of the County. 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.

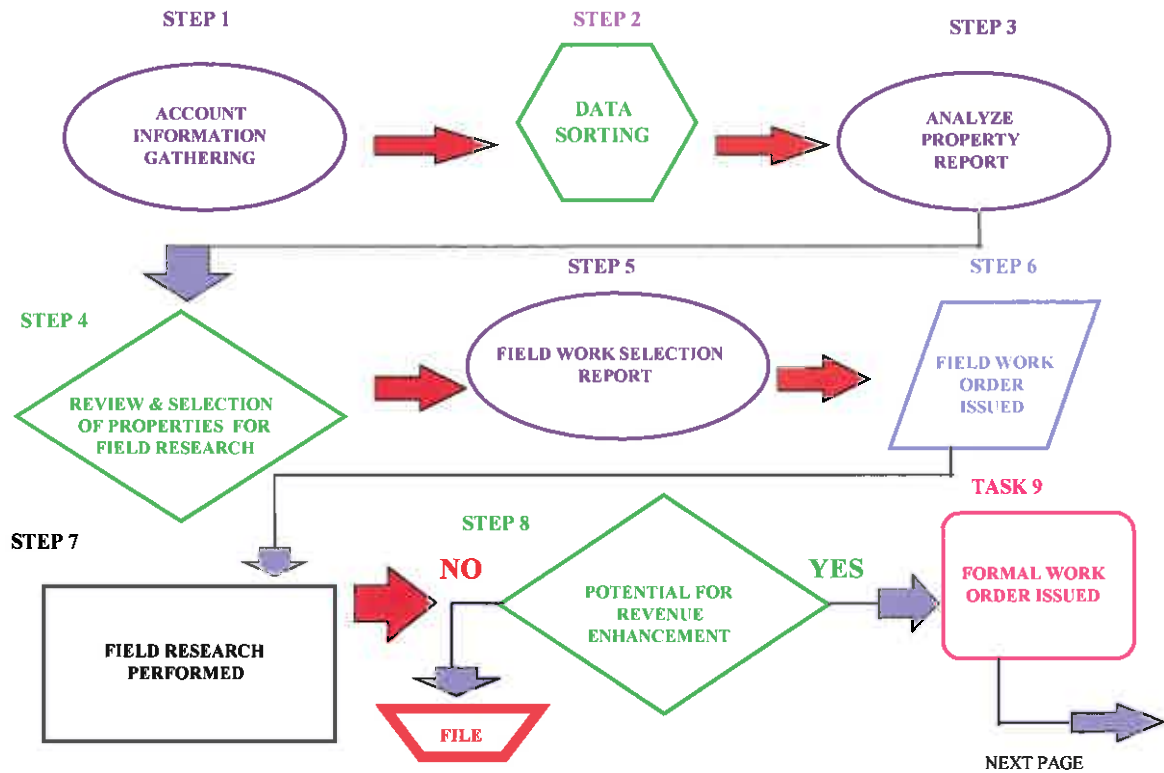
WCA will prepare a Final Report on the specific results of the project including an assessment of existing billing and metering practices and an estimate of annual recovery by area of deficiency.

### **Confidentiality Agreement (reference TASK I, Step 1 above)**

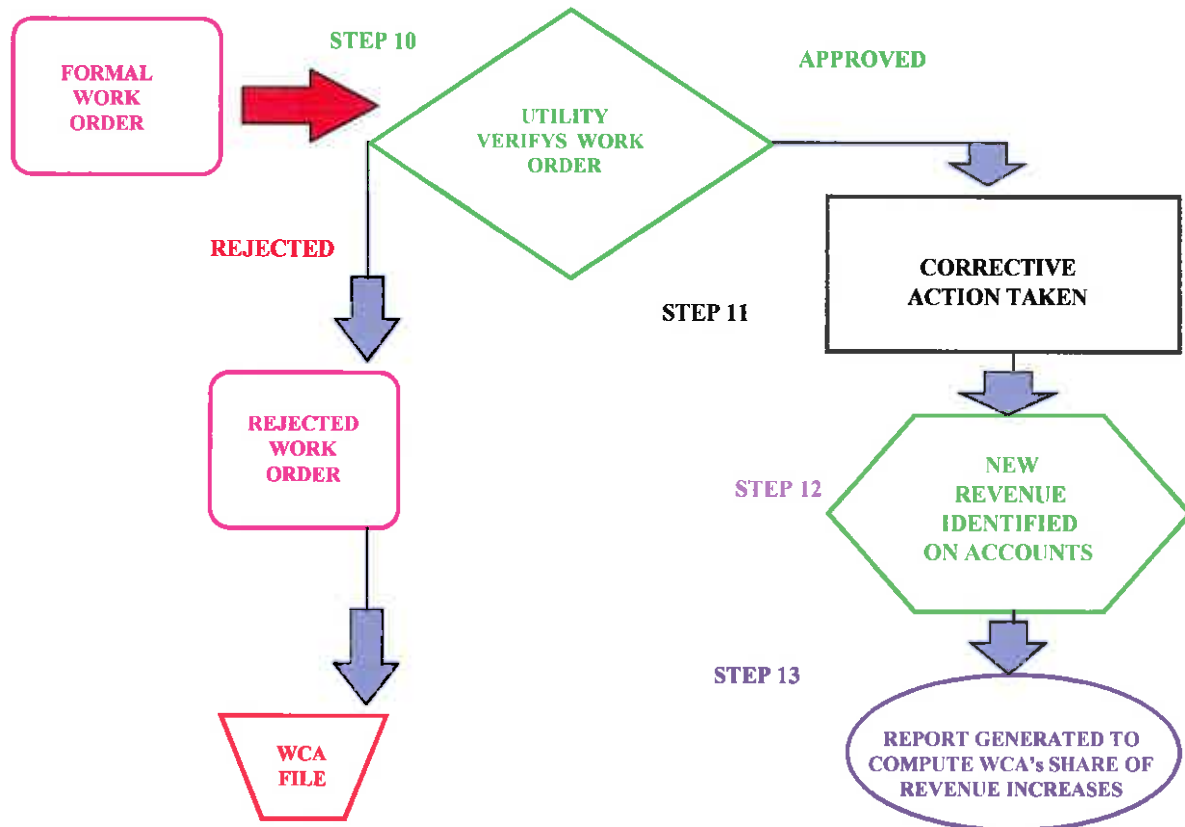
WCA regards client data confidentiality with the highest priority. WCA maintains strict protocols managed by a dedicated, full time CIS/Data Security Manager. WCA agrees to comply with the requirements of laws concerning confidentiality of utility customer records, and any other applicable ordinances of the County.

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

## 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 County 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.

#### **Sample System Inaccuracies addressed by WCA**

##### **Problem Types, Problem Explanations and Problem Solutions**

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 various Polk County Departments in identifying causes of, and suggesting remedies for system inaccuracies and deficiencies with respect to water, wastewater, and reclaimed water utility charges. System inaccuracies arise from many situations. Some of these situations are: unbilled 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 five major categories listed below:

- o Meter Inaccuracy and Malfunction

- o Service Theft
- o Unmetered Firelines
- o Other Unbilled or Misbilled Usage
- o Stormwater

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 (manual or AMI) has no concept of years 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 utility 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 cannot 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 County) 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 County 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 County, and for which no active County 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.

**The Importance of the Criteria which Determine Utility Billing**

A clear understanding of the billing policy of the County is absolutely critical to the success of the project. A lack of understanding will result in two things. The first is missed

opportunity, defined as lower than expected discovery of Increased Revenue. The second is that submittals which are tendered to the County for review will be incorrect and thus rejected. An error in billing on an Account cannot be ferreted out without first gaining a working knowledge of the way things should be.

In the experience of WCA, no two utility clients apply exactly the same set of criteria to determine customer fees for water, wastewater and stormwater service. In all contracts entered into by the Company, all applicable sources of client billing reference information are carefully researched to determine the *intended billing methodology*. These include (but are not limited to) Statute, Charter, Ordinance, Rate Study, billing policy, special case rules, and finally, the utility billing software utilized by the client. The understanding gathered in this process enables WCA to correctly and fairly analyze individual customer billings and to recommend only those changes and corrections that fit within existing County 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 County. The Company's knowledge of utility systems in general and with SunGard HTE specifically is extensive. Therefore, WCA is well suited to accomplish the goals of this project. The County can be assured that WCA will only recommend account changes that are in accord with the intent of the County in determining customer fees.

### **Proposed schedule for completing the work**

Data access through read only link and the data download process (described in Section 4, Task I. Step 1.) is a function of the County - over which WCA has no control. Because this period of time is impossible to forecast, it is not included in the Contract Term.

**"Notice to Proceed"** is defined as the written notification by the County to WCA to initiate Work. This notification is issued upon the successful receipt and conversion of Account data from the County by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

Contract Term - It is anticipated that the period of time necessary for the "Work", (described in Section 4, Task I. Steps 2-8 and Task II.) for this project is three years. In addition,

renewal option should be included. Because every Contract undertaken by WCA in years past has proven to be unique – in terms of results and the amount of time necessary to produce those results - adequate opportunity for the County to achieve maximum benefit must be allowed.

Insofar as the day to day and week to week schedule is concerned, WCA will gear the frequency of reports, updates and submittals of Work Orders according to the limitations, requests and requirements of the County.

### **What is the risk associated with the service?**

Municipal Utility Managers typically ask about the risk associated with the project, therefore a response to that concern is provided in this RFP response. The inherent risk in the project is that WCA could submit a recommendation to the County which resulted in an increase to a customer's utility bill that ultimately proved to be wrong. In the event of an overbilling due to WCA advice, the County would not suffer damages because the customer is credited to offset the overbilling. In the rare event that any customer related issue arises related to any WCA recommendation, WCA personnel respond to the customer concern, in the field, at his location if necessary. More often than not, in the rare event that a customer complaint is received, a site visit by WCA to explain the change will alleviate the complaint. The issue of the County suffering harm or damages as the result of a WCA overbilling has never occurred in the Company's entire history.

#### **4. Compensation**

### **REVIEW OF UNBILLED OR MISBILLED UTILITY SERVICES FOR POLK COUNTY**

#### **PRICE PROPOSAL**

For any work performed by the Proposer which results in increased revenue for Polk County in accordance with the provisions of the RFP, the Proposer shall be paid 60% percent of all increase revenue for a term of thirty-six (36) months thereafter.

For the purpose of this RFP, increased revenue shall mean the difference between the amount of monthly income received by the County on an account, subsequent to and prior to corrective action being taken on all unbilled or misbilled water and wastewater services provided by the County, including retroactive collections made as a result of work by the Proposer.





## **5. Surveys of Past Performance**

The following five pages contain the reference surveys from past clients for the projects identified under Tab 2.

[The balance of this page intentionally left blank]

**Survey Questionnaire – Polk County  
RFP 16-431, Review of Unbilled or Misbilled Utility Services**

To: Karen Hielscher City of Bartow  
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 863-534-0188

Email: Khielscher.cs@cityofbartow.net

Subject: Past Performance Survey of: Water Company of America  
(Name of Client Company/Firm)

Utility Revenue Enhancement Services  
(Project Name)

Cost of Services: share of new Date Complete: final payment 5-21-12  
revenue was 55%

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Overall Satisfaction with Vendor	(1-10)	10
2	Vendors Ability to extract billing information from Billing System	(1-10)	10
3	Revenue enhancement issues discovered and presented	(1-10)	10
4	Reports and other documentation presented	(1-10)	10
5	Vendors Field Investigations	(1-10)	10
6	Vendors interactions with customers	(1-10)	10
7	Vendors interactions with staff	(1-10)	10
8	Vendors billing practices	(1-10)	10

Karen J. Hielscher  
Printed Name of Evaluator

Karen J. Hielscher  
Signature of Evaluator

Please ~~fax~~ or email the completed survey to: WCA - Steve Hopper - for  
inclusion with RFP response. (as per RFP requirement)

**Survey Questionnaire – Polk County  
RFP 16-431, Review of Unbilled or Mibilled Utility Services**

To: Clint Jensen Granger Hunter  
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 801-968-3551

Email: cjensen@ghid.org

Subject: Past Performance Survey of: Water Company of America  
(Name of Client Company/Firm)

Contract for Services - Review of Unbilled or Mibilled Utility Services  
(Project Name)

Cost of Services: share of new found revenue was 50% Date Complete: final share paid 2-27-13

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Overall Satisfaction with Vendor	(1-10)	10
2	Vendors Ability to extract billing information from Billing System	(1-10)	9
3	Revenue enhancement issues discovered and presented	(1-10)	10
4	Reports and other documentation presented	(1-10)	10
5	Vendors Field Investigations	(1-10)	9
6	Vendors interactions with customers	(1-10)	10
7	Vendors interactions with staff	(1-10)	9
8	Vendors billing practices	(1-10)	9

Clint Jensen

Printed Name of Evaluator

Clint Jensen

Signature of Evaluator

Please ~~fax~~ or email the completed survey to: WCA - Steve Hopper - for inclusion with RFP response (as per RFP requirement)

**Survey Questionnaire – Polk County  
RFP 16-431, Review of Unbilled or Misbilled Utility Services**

To: Lee Ann Stiles Pinellas County  
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 727-464-4486

Email: lstiles@pinellascounty.org

Subject: Past Performance Survey of: Klater Company of America  
(Name of Client Company/Firm)

Consultant Services, Revenue Enhancement (Contract #112-0170-R)  
(Project Name)

Cost of Services: share of new Date Complete: ongoing  
revenue is 46%

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Overall Satisfaction with Vendor	(1-10)	10
2	Vendors Ability to extract billing information from Billing System	(1-10)	9.5 *
3	Revenue enhancement issues discovered and presented	(1-10)	10
4	Reports and other documentation presented	(1-10)	9.5 **
5	Vendors Field Investigations	(1-10)	10
6	Vendors interactions with customers	(1-10)	10+ } ***
7	Vendors interactions with staff	(1-10)	10+ }
8	Vendors billing practices	(1-10)	10+ }

Lee Ann Stiles  
Printed Name of Evaluator

Lee Ann Stiles  
Signature of Evaluator

Please fax or email the completed survey to: WCA - Steve Hopper - for  
inclusion with RFP response. (as per RFP)

\* WCA had, initially, a bit of issues extracting data from our SAP system. Once all issues worked through, all has gone very smoothly.

\*\* WCA has, minimal times, forgot about rate charges. We review the invoicing provided. If any errors found, WCA is very collaborative in correcting.

\*\*\* Final comment - WCA personnel are extremely professional + courteous. We have enjoyed a great relationship with this vendor. The total amount of revenue that has been recognized is \$1,796,035.72 (doesn't include 90 breakouts). The hiring of this vendor is well worth the return on investment. Lee Ann Stiles

**Survey Questionnaire – Polk County**  
**RFP 16-431, Review of Unbilled or Misbilled Utility Services**

To: Bryan Billings City of Gulfport, MS  
 (Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 228-868-5720

Email: bbillings@gulfport-ms.gov

Subject: Past Performance Survey of: Water Company of America  
 (Name of Client Company/Firm)

Contract for Services - Review of Unbilled or Misbilled Utility Service  
 (Project Name)

Cost of Services: share of new revenue is 55% Date Complete: ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Overall Satisfaction with Vendor	(1-10)	10
2	Vendors Ability to extract billing information from Billing System	(1-10)	10
3	Revenue enhancement issues discovered and presented	(1-10)	10
4	Reports and other documentation presented	(1-10)	10
5	Vendors Field Investigations	(1-10)	10
6	Vendors interactions with customers	(1-10)	10
7	Vendors interactions with staff	(1-10)	10
8	Vendors billing practices	(1-10)	9

BRYAN BILLINGS  
 Printed Name of Evaluator

[Signature]  
 Signature of Evaluator

Please ~~fax~~ or email the completed survey to: WCA - Steve Hooper - for inclusion with RFP response (as per RFP)

**Survey Questionnaire – Polk County  
RFP 16-431, Review of Unbilled or Misbilled Utility Services**

To: Damon Boutwell Pace Water System  
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: 850-994-5129

Email: d.boutwell@pacewater.org

Subject: Past Performance Survey of: Water Company of America  
(Name of Client Company/Firm)

Contract for Services - Review of Unbilled or Misbilled Utility Services  
(Project Name)

Cost of Services: share of new revenue Date Complete: ongoing  
is 60%

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Overall Satisfaction with Vendor	(1-10)	10
2	Vendors Ability to extract billing information from Billing System	(1-10)	10
3	Revenue enhancement issues discovered and presented	(1-10)	10
4	Reports and other documentation presented	(1-10)	10
5	Vendors Field Investigations	(1-10)	10
6	Vendors interactions with customers	(1-10)	10
7	Vendors interactions with staff	(1-10)	10
8	Vendors billing practices	(1-10)	10

Damon Boutwell

Printed Name of Evaluator

[Signature]  
Signature of Evaluator

Please ~~fax or~~ email the completed survey to: WCA - Steve Hooper - for  
inclusion with RFP response. (as per RFP requirement)

WCA WAS A PLEASURE TO WORK WITH, WE INTEND TO USE THEM  
AGAIN IN A FEW YEARS AFTER OUR CONVERSION TO AMI WITH  
METER CHANGE OUTS IS COMPLETE.

## **6. Exceptions, General Conditions Statement, Miscellaneous Statements and Attachments**

**Insurance:** The RFP calls for Professional Liability Insurance. *WCA takes exception to PLI for the following reason:*

Professional Liability Insurance is not required. The Commercial General Liability Insurance provided by WCA covers 100% of the work activities performed by WCA under the Contract. There are no services called for in the proposed Scope of Work to be provided by WCA for the County to which Professional Liability Insurance applies. Were the Scope to require an Engineer's seal, for example, then PLI for errors and omissions would be appropriate and necessary. This question has been vetted previously in other RFPs and is often a vestige of a General Engineering Services Contract requirement. It comes down to a question of risk to the County – how could the County be harmed. The answer is that the worst that could happen is for WCA to erroneously recommend change to an account which proves to be wrong. The customer is overbilled one month and credited back the next, and the harm is eliminated.

**Insurance:** The RFP calls for Cyber Insurance. *WCA takes exception to Cyber Insurance for the following reason:*

Cyber Insurance is not required. The Commercial General Liability Insurance provided by WCA covers 100% of the work activities performed by WCA under the Contract. There are no services called for in the proposed Scope of Work to be provided by WCA to the County to which Cyber Insurance applies. Were the Scope to require WCA to receive and store sensitive customer data such as credit card number or Social Security Number, for example, then Cyber Insurance would be appropriate and necessary. It comes down to a question of risk to the County – how could the County be harmed. The answer is that the worst that could happen in the event of a data breach in which the account data which WCA received from the County is exposed or stolen by a hacker or other criminal who has gained access to the WCA network, no customer's personal sensitive information could be exposed and no harm would exist.

### **General Conditions Compliance Statement**

WCA has read and agrees to comply with all requirements stated in the General Conditions, except the two exceptions stated above regarding Professional Liability Insurance and Cyber Insurance which do not apply and to which the Company cannot comply.

### **Miscellaneous**

**Litigation:** WCA is not now, nor has it ever been involved in arbitration or litigation with any client governmental entity or with any utility customer of any client.

**Financial stability:** WCA has never filed for reorganization or bankruptcy.

### **Attachments:**

- Submittal Page
- Affidavit Certification Immigration Laws
- W-9



**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:**  
(SUBMITTAL PAGE)

Company Name: ISI Water Company

DBA/Fictitious Name (if applicable): Water Company of America ✓

**NOTE:** COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.  
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: 20-2413479

5215 Fidelity St., Houston  
(Street No or PO Box Number) (City) (Street Name)

Harris TX 77029  
(County) (State) (Zip Code)

Contact Person: Steve Hooper

Phone Number: (281) 352-0047

Cell Phone Number: (281) 352-0047

Email Address: Steve@watercompanyofamerica.com

Type of Organization:

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit ☐ Sub-Chapter

☐ Joint Venture ☒ Corporation ☐ LLC ☐ LLP

☐ Publicly Traded ☐ Employee Owned

State of Incorporation Texas

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

SOLICITATION NO.: RFP 16-431    PROJECT NAME: Review of Unbilled or Misbilled Utility Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: ISI Water Company  
Steve Hooper                      General Manager                      10-31-16  
Signature    Title    Date

STATE OF: TEXAS  
COUNTY OF: HARRIS

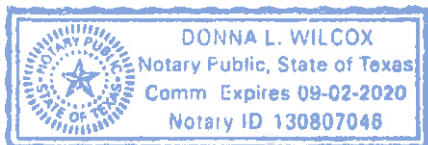
The foregoing instrument was signed and acknowledged before me this 31st day of October, 2016, by STEVEN HOOPER who  
(Print or Type Name)

has produced Texas Drivers License as  
identification. (Type of Identification and Number)

Donna L. Wilcox  
Notary Public Signature

Donna L. Wilcox  
Printed Name of Notary Public

9-02-2020  
Notary Commission Number/Expiration



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**ISI Water Company**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☒ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

☒ C Corporation  
☒ S Corporation  
☒ Partnership  
☒ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**5215 Fidelity Street**

6 City, state, and ZIP code  
**Houston, TX 77029**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

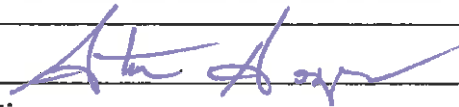
Social security number								
			-			-		
or								
Employer identification number								
2	0	-	2	4	1	3	4	7 9

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶  Date ▶ **9/6/16**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## Exhibit B

### **4. Compensation**

#### **REVIEW OF UNBILLED OR MISBILLED UTILITY SERVICES FOR POLK COUNTY**

##### **PRICE PROPOSAL**

For any work performed by the Proposer which results in increased revenue for Polk County in accordance with the provisions of the RFP, the Proposer shall be paid 60% percent of all increase revenue for a term of thirty-six (36) months thereafter.

For the purpose of this RFP, increased revenue shall mean the difference between the amount of monthly income received by the County on an account, subsequent to and prior to corrective action being taken on all unbilled or misbilled water and wastewater services provided by the County, including retroactive collections made as a result of work by the Proposer.

## Exhibit C

Cycle Route	Cust ID	Location ID	Business	Address	Meter Size	Billed Meter Size
1-18	183495	161312	Shepard Rd. Plaza	1625 Shepherd Rd.	3x3/4	3/4"
1-18	7925	69450	Leman's Apts.	1501 Shepherd Rd.	6x3	3"
1-20	56885	100126	Carlton Arms - Shepherd Rd	Carlton Arms	10x2	10"
1-24	2563	66422	Highland Village MHP	375 Brannen Rd.	4x2	6"
1-30	717	65156	Bluffs of Christina	380 Sweetbriar Ln.	6x3	3" sewer & 8" water
1-42	58523	101266	St. John Newman Church	501 Carter Rd. E	2x6	2"
1-52	70847	110772	IMC Phosphate	Old SR 37	4x2	4"
1-62	198807	120960	Huntington @ Sundance	300 Heartland Blvd.	8x4	8"
2-01	109415	135250	Polk Co. Correctional	1102 Hwy 98 W	8X4	10"
2-13	11395	71268	Webber College	1201 N. Scenic Hwy	4x2	4"
2-25	14149	72946	Peninsular Fla Dis.	3400 Masterpiece Gar	8x4	8"
2-37	16619	74578	Jennings Resort	3600 Jennings Rd	1 1/2	3"
3-21	27195	80136	Oakwood Estates Asso.	2028 Rolling Oaks Dr.	6x3	6"
03-43	25273	79334	Brandy Chase HOA	4101 SR 540 W	6X1 1/2	2"
4-16	31519	82204	Fort Summit Camping Resort	2525 Frontage Rd.	3x6	6"
4-16	152565	82220	Theme World Resort	2727 Frontage Rd.	6x3	6"
4-16	31583	82252	Deercreek Phase I	42749 Hwy 27 Ph1	6x3	6"
4-16	71397	111204	Deercreek RV Resort	42749 Hwy 27 Ph II	8x4	12"
4-36	221469	177224	Pac Land Development	1000 Victoria Park Blvd	8x2	8"
4-39	187799	158646	Terrace Ridge Association	209 Town Center Blvd	8x4x1	8"
4-39	178209	125526	Orlando Town Center Asso.	200 Village Blvd.	4x8	8"
4-70	127205	142612	Bahama Bay Resort	400 Grand Bahama Blvd.	8x4	8"
4-72	64659	105906	National Home Comm LLC	9550 US Hwy192	6x3	6"
4-72	50847	95752	International Bass Lake	50989 US 27 N	6x3	6" sewer & 8" water
4-76	164759	159686	Island Club Resort	101 Golden Malay Palm Way	4x8	8"
4-82	110241	135530	Island Club West	3100 Sand Mine Rd	8x4	8"
5-18	33777	83774	Liberty Square	6200 US Hwy 98	3x6	6"
5-54	161021	83714	Greenbriar Village MHP	2120 Duff Rd.	1 1/2	3"
4-28	303491	188780	Festival Homeowners Asso	Reuse Champions Gate Blvd	2"	3" Bulk Priority
01-38	149239	131548	Eablebrook Golf Course	1300 Eaglebrook Blvd	6"	Special rate by agreement
99-99	188107	185956	Pulte Homes Corp 1045	Reuse Ridgewood Lakes Blvd	2"	3" Bulk interruptable
04-28	303491	188840	Festival Homeowners Asso	Reuse 2 cahmpions Gate Blvd W	2"	3" Bulk Interruptable