

CONTRACT FOR UTILITY REVENUE ENHANCEMENT

THIS CONTRACT (“Contract”), effective as of the 18th day of April 2022 (“Effective Date”), is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and ISI Water Company, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

WITNESSETH:

WHEREAS, the Contractor has considerable experience in the analysis and correction of water, wastewater, and reclaimed water system under-billings and mis-billings; and

WHEREAS, the City is desirous of contracting with the Contractor to provide analysis and correction of wastewater and reclaimed water system under-billings and mis-billings, with the intent of improving accountability and rate payer equity; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

I. SCOPE

The Contractor is to perform the work (“Work”) as defined in the Contractor’s proposal to the City (“Proposal”), which Proposal is attached hereto as Exhibit "A" and incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. TERM OF CONTRACT

The term of this Contract shall commence as of the Effective Date set forth above and be for a period of three (3) years. This Contract may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

III. COMPENSATION

The Contractor agrees to perform the Work and provide the services and materials as specified in its proposal to the City at the cost specified in said proposal. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract will remain firm for the initial term of the Contract.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION**A. SPECIFIED PERIOD**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS**A. PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. TERMINATION FOR DEFAULT

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. WARRANTY

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects, or errors.

Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the City.

F. INDEMNIFICATION AND INSURANCE

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance

a. General Insurance Requirements.

Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

b. Subcontractors

Unless expressly specified otherwise herein or in the City's Request for Proposals, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

c. Certificates of Insurance

Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.

d. Additional Insureds

All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

e. Waiver of Subrogation

The Contractor and its subcontractors shall require their insurance carriers, with

respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

f. Types of Coverage to be Provided

The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

- (i) Workers’ Compensation and Employer’s Liability. This insurance shall protect the Contractor against all claims under applicable state workmen’s compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen’s compensation law. This policy shall include an “all states” or “other states” endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers’ compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers’ compensation:	Statutory
Employer’s Liability:	\$100,000 each occurrence

- (ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

- (iii) Commercial General Liability This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion

relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

G. ACCEPTANCE

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

H. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

I. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

J. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. INFORMATION

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. EXTRA WORK

1. Requested by City

The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Contract and shall be executed under the applicable conditions of the Contract.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the Chief Procurement Officer.

M. FAMILIARITY WITH THE WORK

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

N. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

O. EQUIPMENT

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

P. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and proposal awards for services which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award

which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

Q. NON-DISCRIMINATION

Contractor shall:

1. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
2. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
3. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

R. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable

to the City for any additional costs incurred as a result of the termination of the Contract.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. No waiver, alterations, consent, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F. This Contract is considered a non-exclusive Contract between the parties.
- G. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **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 CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement, or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties

- O. This Contract may be executed in one of more counterparts by the parties. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service) shall be deemed original signatures and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: _____
Chief Procurement Officer
David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2022

Date: _____, 2022

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Contractor

By: _____
Signature

CORPORATE SEAL

Steven Hooper
Name & Title, Typed or Printed

ISI Water Company
Name of Company, Corp., etc.

5215 Fidelity Street
Mailing Address

Houston, TX 77029
City, State and Zip

STATE OF TEXAS }

COUNTY OF HARRIS }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.)) for _____ (name of entity/party on behalf of whom instrument was executed).

Signature of Notary Public – State of Florida

Print, Type, or Stamp Notary Name

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification

Type of Identification Produced _____

EXHIBIT "A"
CONTRACTOR'S PROPOSAL

Exhibit A to Negotiated Agreement
Extension of Contract

Whereas: The City of Orlando has a current “piggyback contract” dated August 6, 2018 with Water Company of America (WCA) to investigate lost revenue in the City’s utility billing system;

Whereas: This contract piggybacks a Polk County Contract which is set to expire on April 18, 2022;

Whereas: No investigative work has been accomplished to date since the inception of the Orlando contract in August 2018 due to factors totally beyond the control of the City or WCA.

Whereas: The City of Orlando is desirous of having WCA complete the tasks for which they were originally retained;

Whereas: The City of Orlando is desirous of following the same contractual requirements as identified in the Polk County RFP Response;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows: The City of Orlando with this Negotiated Agreement grants a contract extension to Water Company of America of three (3) years until April 18, 2025. Further, the services to be provided by WCA will include investigation of the utility accounts for wastewater, solid wastes and stormwater. All other terms and conditions of the attached Polk County RFP Response, where applicable, will be extended to the 2025 date.

Steven Hooper, General Manager
ISI Water Company

Date: _____



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

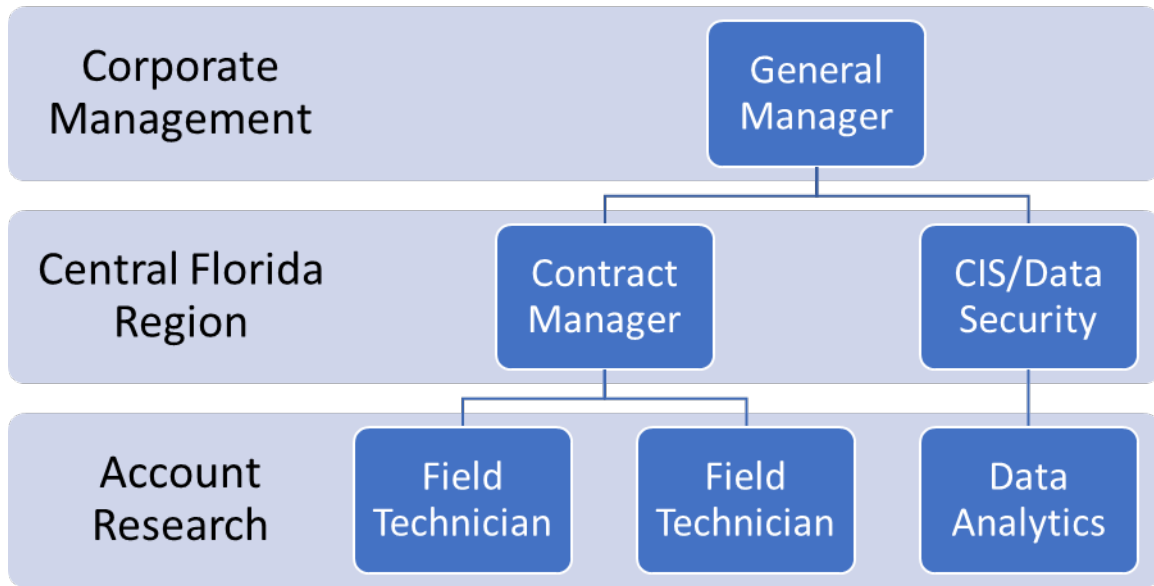
WCA has adopted a code of business ethics that states that ISI Water Company will comply with all applicable laws, support and endorse antidiscrimination efforts and apply tangible business practices to utilize the full benefit of a supplier base that reflects the diversity of the American supplier community 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 1994-2000
Vice President

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 1981-1994
Inventory Manager

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.

Past Project References

CLIENT NAME	City of Gulfport
FIRST NAME	Bryan
LAST NAME	Billings
PHONE NUMBER	228-868-5720
EMAIL ADDRESS	bbillings@gulfport-ms.gov
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	Khielscher.cs@cityofbartow.net
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	lstiles@pinellascounty.org
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	dboutwell@pacewater.org
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	cjensen@ghid.org
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 earmarked 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.

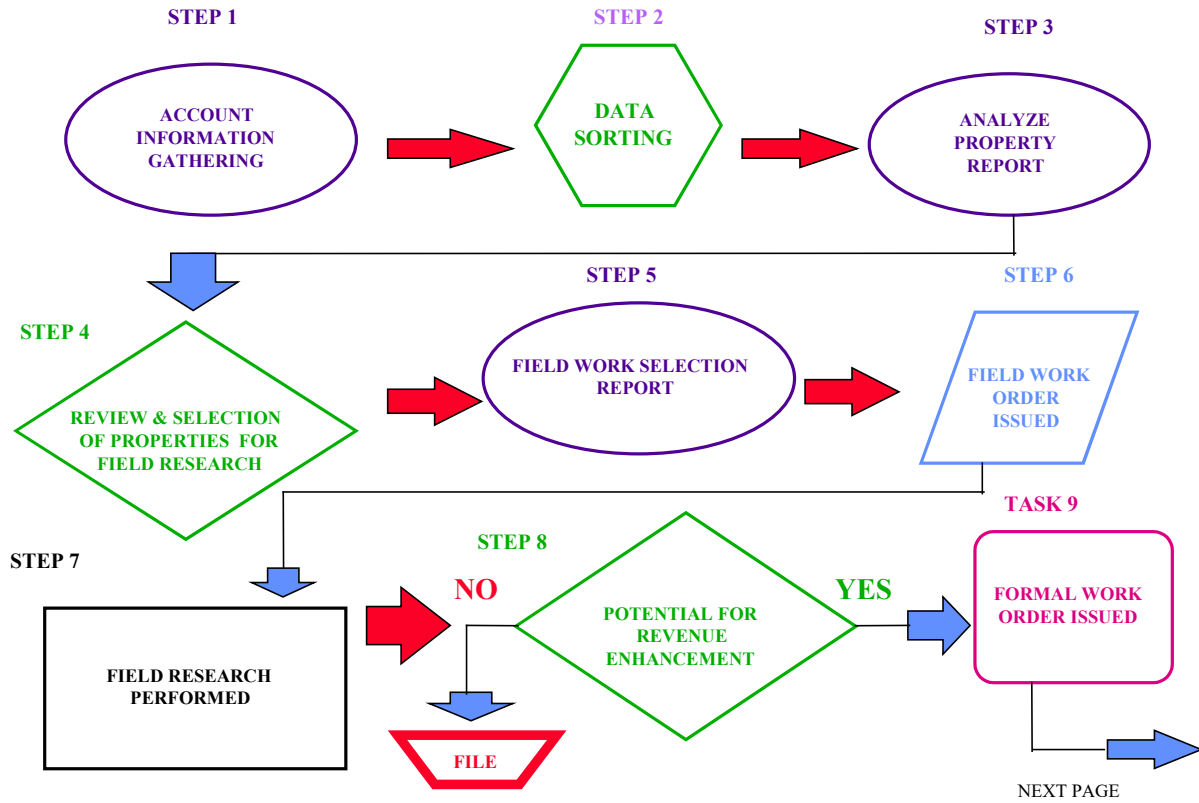
WCA will prepare a Final Report on the specific results of the project including an assessment of existing billing and metering practices and an estimate of annual recovery by area of deficiency.

Confidentiality Agreement (reference TASK I, Step 1 above)

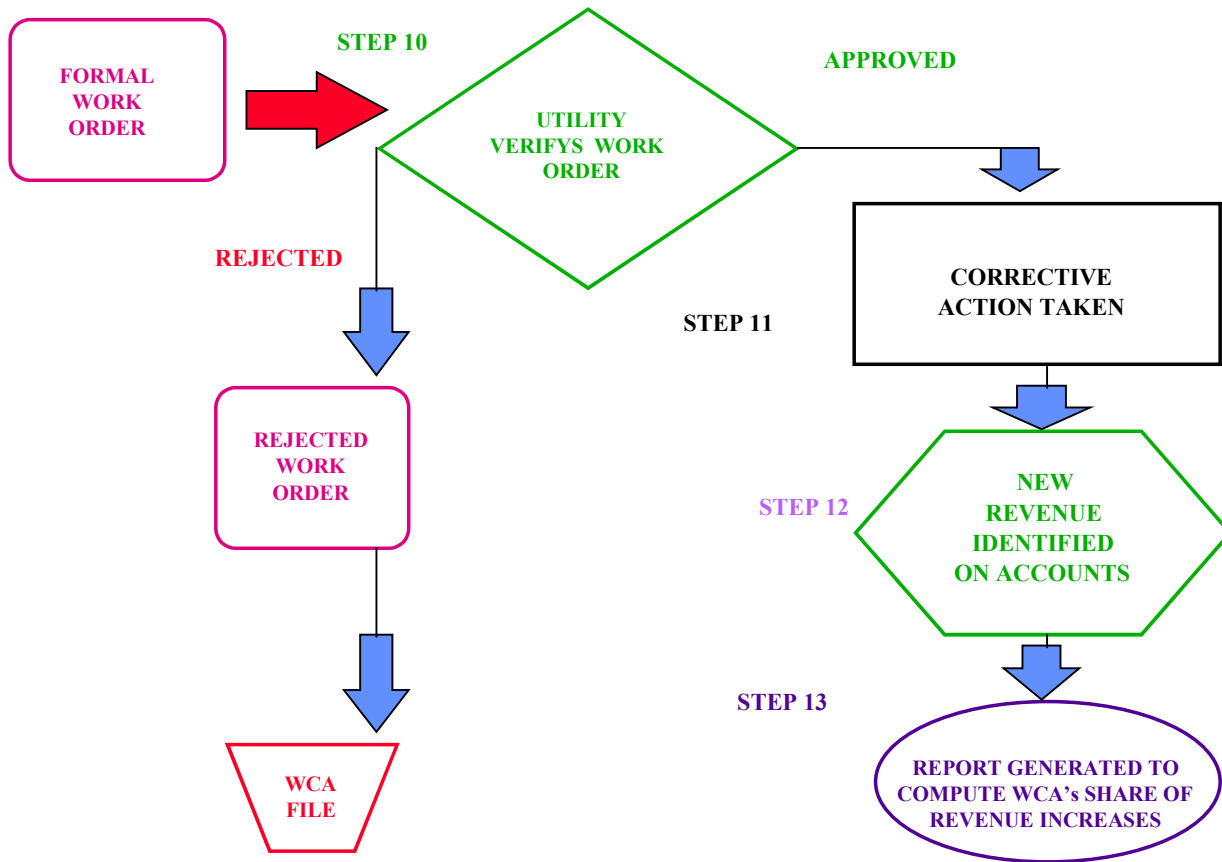
WCA regards client data confidentiality with the highest priority. WCA maintains strict protocols managed by a dedicated, full time CIS/Data Security Manager. WCA agrees to comply with the requirements of laws concerning confidentiality of utility customer records, and any other applicable ordinances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

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