

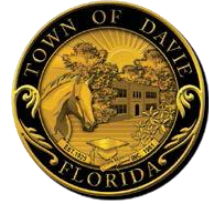
**Presented by:**  
**American Utility Bill  
Auditors, Inc.**

**REQUEST FOR PROPOSALS**



<b>RFP NO:</b>	<b>B-17-69</b>
<b>TITLE:</b>	<b>Utility Billing Audit</b>
<b>AVAILABLE:</b>	<b>Monday, March 13, 2017</b>
<b>DUE DATE:</b>	<b>2:00 PM EST Thursday, April 6, 2017</b>
<b>SUBMIT TO:</b>	<b>TOWN OF DAVIE - Procurement Division Attn: Brian K. O'Connor, C.P.M. 6591 Orange Drive Davie, FL 33314</b>
<b>REVIEW COMMITTEE MEETING:</b>	<b>April 2017</b>
<b>COUNCIL APPROVAL:</b>	<b>May 2017</b>
<b>BONDS:</b>	<b>N/A</b>

Town of Davie  
Utility Billing Audit



**TOWN OF DAVIE  
RFP NO. B-17-69  
REQUEST FOR PROPOSALS  
Utility Billing Audit**

Dear Potential Respondent:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the scope of services, terms and conditions contained herein no later than **2:00 PM EST Thursday, April 6, 2017**, for **RFP No. B-17-69 Utility Billing Audit**. Interested firms may secure the solicitation package and all other pertinent information by visiting [http://www.davie-fl.gov/Pages/DavieFL\\_BidsAndRFP/](http://www.davie-fl.gov/Pages/DavieFL_BidsAndRFP/) or at [DemandStar.com](http://DemandStar.com).

Questions regarding this solicitation shall be submitted in writing to [bids@davie-fl.gov](mailto:bids@davie-fl.gov) no later than 5:00 PM on Thursday, March 30, 2017. Responses to those questions considered material to the solicitation will be made available as formal addenda on the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete proposal package + Four (4) duplicate copies of said package + One (1) flash drive or CD copy**, to the **Town of Davie Budget and Finance / Purchasing Division – Attention: Purchasing Manager, Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314** on or before the due date stipulated above. All packages shall be clearly marked "**RFP No. B-17-69 Utility Billing Audit**". The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

A handwritten signature in blue ink, reading "Brian K. O'Connor", is placed over a light blue grid background.

Brian K. O'Connor  
Procurement Manager  
Town of Davie

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

**Town of Davie  
Utility Billing Audit**

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## SECTION 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

**Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator and approved by the Town Administrator and/or Town Council.

**Contract:** The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance

Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

**Contract Administrator:** Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**Town:** A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

**Town Administrator:** The Administrator of the Town of Davie, Florida.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

**Notice To Proceed (NTP):** The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

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**Owner:** The term Owner as used in this Contract shall mean the Town of Davie.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Scope of Service:** Document which details the work to be performed by the Contractor.

**Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's

decision shall be final.

## 1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at [www.davie-fl.gov](http://www.davie-fl.gov)

## 1.3 LOCAL PREFERENCE

### Definitions

**Local Davie Vendor-**a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

**Local Broward County Vendor-** a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the Town within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid-** A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

**Proposal-** A proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town's website where the award is determined by qualifications.

### Process

a) **Competitive Bid-** For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit

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another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For

Proposal unless specifically exempted by the Town Administrator or the Town Council.

### c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

2. Utilization of a State or other agency contract.

3. State or Federal law prohibits the use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.

5. Sole source or single source purchases.

6. The "local vendor" is either non-responsive or non-responsible.

7. All bids submitted exceed the budget amount for the project.

8. Emergency purchases.

9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

## **1.4 BIDDERS RESPONSIBILITIES**

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

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**1.5 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, sub-contracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

**1.6 DESCRIPTION OF SUPPLIES**

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are

bidding.

- E. The Town shall be the sole judge of equality and its decision shall be final.

**1.7 SUBMISSION OF BIDS**

- A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Davie Purchasing Department, 6591 Orange Drive Davie, Florida 33314. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.
- B. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope. OR can request a copy be e-mailed to them.
- D. Bids should be submitted in duplicate. Submit one original and one copy. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

**1.8 ADDENDA**

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

**1.9 REJECTION OF BIDS**

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

**1.10 WITHDRAWAL OF BIDS**

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- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

**1.11 LATE BIDS OR MODIFICATIONS**

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

**1.12 CONFLICTS WITHIN THE BID SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager a request for clarification in accordance with the directions and timeline stated in the Special Conditions. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

**1.14 INVOICING/PAYMENT**

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

**1.15 DISCOUNTS**

- A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**1.16 COMPETENCY OF BIDDERS**

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

**1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT**

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:  
Project Manager  
Town of Davie  
Attention: TBA  
Phone: TBA  
Fax: TBA

To the Procurement Department:



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Brian O'Connor, Procurement Manager  
6591 Orange Drive  
Davie, FL 33314  
Phone: (954) 797-1016 Fax: (954) 797-1049  
Email: [boconnor@davie-fl.gov](mailto:boconnor@davie-fl.gov)

- E. Delivery of materials and/or services shall be performed upon receipt by successful Proposer of a numbered, signed purchase order or other notice as determined by the Project Manager(s).

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**1.18 EMPLOYEES**

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

**1.19 AWARD OF BID**

- A. The Review Committee or Department will make a recommendation based upon the highest ranked proposer(s) whose proposal(s) are most advantageous to the Town.
- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the proposer qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor(s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor(s).
- D. Successful Proposer shall be notified in writing of award.

**1.20 BID PROTESTS**

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

- 1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.
- 2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
- 3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
- 4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an

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agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.

5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

**1.21 AGREEMENT**

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded proposer.

**1.22 DISQUALIFICATION OF BIDDERS**

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

**1.23 SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default.

**1.24 ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

**1.25 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.26 COLLUSION**

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**1.27 MAINTAINING BID STATUS**

To be retained on the active bidders list, bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the bid proposal form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

**1.28 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

**1.29 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other

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protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Town shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.30 RESERVED**

**1.31 REQUEST FOR PROPOSAL**

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

**1.32 EXCEPTIONS TO PROPOSAL**

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception to (as said term and/or condition was originally set forth on the solicitation.)

**1.33 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The contractor shall indemnify and hold harmless the Town its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.

**1.34 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**1.35 CONFLICT OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

**1.36 INTERPRETATION OF THE APPROXIMATE QUANTITIES**

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

**1.37 QUANTITIES**

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

**1.38 DELIVERY, INSPECTION & TITLE**

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

**1.39 WARRANTY**

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and

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dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

### **1.40 CLAIMS**

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

### **1.41 CONTRACT RENEWAL**

Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

### **1.42 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

### **1.43 SAFETY DATA SHEET (SDS)**

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

### **1.44 CONDITION OF MATERIALS AND PACKAGING**

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

### **1.45 SAMPLES**

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

### **1.46 PUBLIC ENTITY CRIMES**

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

### **1.47 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.48 DRUG-FREE WORKPLACE PROGRAM**

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

### **1.49 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidders shall sign and submit this attached form indicating understanding and compliance with the Town's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Town within five calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

### **1.50 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

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At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### 1.51 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

### 1.52 RESERVED

### 1.53 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange**

**Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

**NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the

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Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

### **1.54 TOWN WEBSITE**

Bids, addenda, Intent to Awards, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: [www.davie-fl.gov](http://www.davie-fl.gov)

### **1.55 DISCLAIMER**

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

### **1.56 CONFIDENTIALITY**

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the

Town of Davie's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

### **1.57 ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's RFP and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

### **1.58 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Administrator.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding

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the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

### **1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

### **1.60 PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

### **1.61 GUARANTEE**

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

### **1.62 MANNER OF PERFORMANCE**

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance

with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the best of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

### **1.63 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in

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any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

**1.64 AUTHORITY OF THE TOWN'S PROJECT ADMINISTRATOR**

- A. The Contractor hereby acknowledges that the Town's Project Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manger, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manger's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Managerr are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the

decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

**1.65 MUTUAL OBLIGATIONS**

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so



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choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

### **1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

### **1.67 AUDITS**

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

### **1.68 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

### **1.69 SUBCONTRACTUAL RELATIONS**

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the

subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

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**1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

**1.71 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

**1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Town's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of,

this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:
  - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
  - 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

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**1.73 EVENT OF DEFAULT**

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
  2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
  3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
  6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
  7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town may request that the Contractor, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:
1. Treat such failure as a repudiation of the

Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**1.74 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

**1.75 PATENT AND COPYRIGHT INDEMNIFICATION**

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the

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Town with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the Town hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

### 1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all third party license

agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

### 1.77 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder

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shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. Such license specifically includes, but is not limited to,

- E. the right of the Town to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**1.78 ETHICS.**

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

**1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- E. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- F. Florida Building Code (FBC).
- G. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**1.80 NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in

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violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

**1.81 CONFLICT OF INTEREST**

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the

Agreement and those provided by statute, the stricter standard shall apply.

- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Administrator. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Administrator in regard to remedying the situation.

**1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
- C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

**1.83 BANKRUPTCY**

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**1.84 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute,

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tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved

**1.85 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**1.87 ASBESTOS STATEMENT**

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the RFP he will supply only material or equipment that is 100% asbestos free.

**1.88 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

**1.89 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and

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Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

**1.90 PROHIBITION OF INTEREST**

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

**1.91 NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the 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 Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**1.92 E-VERIFY**

Contractor acknowledges that the Town may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Town and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the Town and a State Agency, and reporting to the Town any required information.



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### **1.93 FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Town or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

### **1.94 BUDGETARY CONSTRAINTS**

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

### **1.95 ANNEXATION**

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

### **1.96 LITIGATION VENUE**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

### **1.97 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

### **1.98 SUBMISSION AND RECEIPT OF BIDS**

N Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

### **1.99 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE**

The Town of Davie has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management Construction Services Account Manager at (954) 439-4067 or [khurley@wm.com](mailto:khurley@wm.com).

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or [boconnor@davie-fl.gov](mailto:boconnor@davie-fl.gov).

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

**END OF SECTION**

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## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 COMPETENCY OF PROPOSERS**

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

### **2.2 REQUESTS FOR INFORMATION (RFI)**

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at [bids@davie-fl.gov](mailto:bids@davie-fl.gov).

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

### **2.3 SCHEDULE OF EVENTS**

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

<b>Event</b>	<b>Date</b>
RFP Available	03/13/2017
Last Date Receipt of Questions (by 5:00 pm EST)	03/30/2017
Proposals Due (2:00 pm EST)	04/06/2017

### **2.4 CONTENT OF PROPOSAL**

Proposals should include but not be limited to the following information:

1. Describe your company and the services it offers. Include the names and principals in the firm and the location of the firm headquarters, including any branch locations.

[American Utility Bill Auditors, Inc. \(AUBA\).](#)

[Len Garvin is the sole principal of the Company and is privately held.](#)

[AUBA is headquartered at 100 Rialto Place, Suite 700- Melbourne, FL 32901.](#)

[The Company performs Utility Bill auditing for Electric, Natural Gas, Propane, Water, Sewer, Waste Stream - Solid Waste, Telecommunication, Internet, HVAC's and also includes Insurance reviews and Regulatory Asset recovery.](#)

2. Include the length of time the firm has been in business and the length of time it has been providing the services requested herein. Indicate whether Utility Billing Audit services are your primary service offered.

[AUBA started performing Utility Bill Audits in 1991. Utility Bill Audits have always been the primary service of the Company from the inception.](#)

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3. Provide four (4) references, with contact information to include names, telephone numbers and valid email addresses, of other governmental entities that have utilized the same services as requested herein.

<b>Client Company Name Reference # 1</b>	<b>Broward County Government</b>
Client Street Address	115 South Andrews Ave
Client City, State, Zip Code	Ft. Lauderdale, FL 33301
Client Contact Name	Evan Lukic, Broward County Audit. Person that we reported to was Mr. John Canada, Director of Budget (no longer on the Commission)
Contact Phone Number	954-357-7590
Contact Email Address	'ELukic@Broward.org'
Project Commencement & Completion Date:	Began 1995- Ended in 1996/97
<b>Client Company Name Reference # 2</b>	<b>Memorial Health Care System</b>
Client Street Address	2900 Corporate Way
Client City, State, Zip Code	Miramar, Florida 33025
Client Contact Name	Person that we reported to was; Dave Alexander, Michael Durham and Matt Mulhart  Ryan, Jacqueline [mailto:JRyan@mhs.net]  AUBA now participating in a new RFP- Utility Audit and Cost Recovery
Contact Phone Number	Phone: (954) 276 5490

<b>Client Company Name Reference #3</b>	<b>City Of North Miami Beach</b>
Client Street Address	17011 NE 19th Av
Client City, State, Zip Code	North Miami Beach, FL 33162
Client Contact Name	Mac Serda
Contact Phone Number	Budget and Performance Improvement Office: 305-948-2900 Cell: <a href="tel:305-525-5505">305-525-5505</a> Fax: 305-957-3602
Contact Email Address	<a href="mailto:Mac.Serda@nmbpd.org">Mac.Serda@nmbpd.org</a>
Project Commencement & Completion Date:	Audit in process, additional refunds /savings being pursued.

**Town of Davie  
Utility Billing Audit**

Client Company Name	<b>Reference # 4 City Of Lauderdale Lakes</b>
Client Street Address	4300 NW 36 Street Lauderdale Lakes
Client City, State, Zip Code	Lauderdale Lakes , FL 33319
Client Contact Name	<b>Susan Gooding-Liburd, MBA, CPA, CGFO</b>
Contact Phone Number	954-535-2713
Contact Email Address	susangl@lauderdalelakes.org>
Project Commencement & Completion Date:	December 2015- Open in Progress

4. Describe how Respondent will ensure the integrity and safety of the Town's sensitive account information.

All data information will be sent to [Admin@WeLookToSaveYouMoney.com](mailto:Admin@WeLookToSaveYouMoney.com). Or uploaded to a private encrypted and secure online file, utilizing Box.com technology\*.

Len Garvin, President will distribute and assign the box's contents administratively to our processing staff and Auditors.

(\*All data is filed online utilizing BOX.com – under a Business Plus license. Box, Inc. acts as a data processor, and participates in the EU-U.S. Privacy Shield Framework and committed to subjecting personal data, received from European Union (EU) member countries in reliance on the Privacy Shield Framework, to the EU-U.S. Privacy Shield Framework's applicable Principles.)

5. Provide a proposed schedule for completion of the audit.

Specifically, AUBA will identify errors and submit claims to the Service providers on behalf of the City. At a minimum, AUBA shall identify errors related to:

1. Meter reading errors
2. Rates not in accordance with the City's contracts
3. Charges billed for incorrect or nonexistent equipment
4. Meter malfunctions types
5. Incorrect meter installed by the utility company
6. Clerical errors in bill computations
7. Wrong factors applied
8. Incorrect tax charges

In addition to error detection, AUBA will analyze rates and provide recommendations to reduce on-going costs. We will identify possible cost saving recommendations that will result in reduced expenses primarily through the identification of alternate tariffs and rates that may be available. Cost-savings recommendations are always subject to the review and approval of the Town prior to implementation. Cost savings recommendations may include, but are not limited to:

1. Alternate rates and riders offered by existing suppliers that may result in lower costs

## Town of Davie Utility Billing Audit

2. Combination of splitting of meters for billing purposes
3. Correction of power factor penalties
4. Negotiation of special contracts to eliminate punitive clauses

AUBA will provide a written report and customized **Maps, Executive Summaries, To DO lists, and meeting Agendas** that identifies and describes the basis for any refund and on-going reduction of charges. The report shall include possible cost savings recommendations that would result in reduced expenses for the Town. At a minimum the report will include:

1. Utility bills reviewed and evaluated.
2. Refunds due to the Town.
3. Current list of all accounts/meters will include: buildings/facilities covered under utility franchise agreements. Listing at a minimum, facility name, address, utility usage, meter numbers, account numbers, total annual cost by meter, and general usage information.
4. Correspondence from utility providers agreeing to amounts of the refund due to the Town, and methods to be used to refund money owed the Town.
5. Recommendation and guidance on industry best practices for utility bill intake, processing, data entry, and record keeping.
6. User-friendly guide to identify common utility billing errors for each type of utility bill reviewed by Town staff for training purposes.

### Methodology

A. Methodology used to implement the recommended changes with each utility provider:

Once discrepancies or potential changes to accounts are identified, AUBA prepares a claim letter for the utility provider, documenting our findings. If necessary, we then personally follow up with each utility provider to ensure that the changes specified have taken place. We then continue to monitor your accounts to ensure that the billing errors have stopped and the appropriate changes were implemented.

B. Methodology used to recover overpayments and how far back they will go:

AUBA will audit invoices from and payments to your utilities suppliers. The audit will include a review of all applicable tariffs, riders and contracts. Our audit will ascertain whether the invoices are accurate and appropriate under tariffs and State and Local regulations. **Our internal audit software (MAPS- MSACCESS, AUTOMATION RETRIEVAL, MSEXCEL PIVOTS,- AUDIT ISSUE SUMMARIES, ELECTRIC –GAS- Telephone measuring circuit points, GOOGLE EARTH, etc.)** are designed to check for billing errors. If overbilling has occurred, we will prepare a claim letter, document our findings, and forward to the service providers requesting reimbursement plus interest. Our extensive experience has combined to produce millions of dollars in refunds and savings for our clients.

AUBA is committed to ensuring a timely and successful completion of every audit undertaken. All of our audits are monitored, by our Administrative coordinator and tracked in our **MS Excel and MS Access database**. This ensures that all audits are progressing smoothly. AUBA has the State of the art and the latest web based data scraping retrieval software that will automate and limit the necessity of requesting monthly/quarterly data from the Town. This auditing process will be initiated once the original billing is received from the Town and will continue on an automated basis by AUBA.

**Town of Davie  
Utility Billing Audit**

The following is a projected time schedule for the audited scope of work:

1. Analyze historical account billing for accuracy of charges for the utility vendors:  
We will be able to start the audit immediately upon notification of award by the Town. It will take approximately **30-45** days to obtain the historical account billing. As soon as account information is received, we will start the analysis. It will then take about two to eight weeks to conduct the audit of all monthly charges.
2. Prepare a written report to the Town on any billing inaccuracies or discrepancies:  
It will take about two weeks to prepare the written report on any billing inaccuracies or discrepancies following our detailed audit.
3. Prepare a written report on the recommended steps for the Town to take to correct billing inaccuracies and procure refunds, if applicable:  
We estimate about two weeks to prepare the written report on the recommended steps for the Town to take, if applicable, following our analysis.
4. Prepare a detailed list of recommendations, including implementation plan and estimated cost savings for each recommendation:  
AUBA will prepare the detailed list of recommendations at the conclusion of our audit.
5. Assist the Town in correcting billing inaccuracies, implementing recommendations and procuring refunds:

In general, it will take approximately four to eight months to properly assist the Town in correcting billing inaccuracies, implementing recommendations and procuring refunds.

AUBA will provide the reports and MAPS over the course of the audit. Standard reports include: Credit/Refund Request, Claim Spreadsheet, and Inventory Report, Report on Refunds and Savings, and Audit Summary

These reports will be provided on a timely basis as we obtain the information, generally monthly but can be customized, if desired by the Town.

The technical approach to the audit will be tailored to the needs of the Town. Typically, we follow a three-phase process. There is an organizational phase (phase 1), an audit phase (phase 2), and a claims resolution phase (phase 3). They are described as follows:

**PHASE I-AUDIT SET UP** (Approx. 60 days)

---

- Compile client information (including invoice copies, account lists, facilities list, contact information, and contracts)
- Order transcripts from investor-owned, municipal and cooperative utility providers
- Organize data for audit phase- Activate customize our AUTOMATE programs, utilizing local
- AUBA will require- website- Logins and temporary passwords to automate data retrieval.

**PHASE II - DETAILED AUDIT/Audit Software** (Approx. 6-10 weeks)

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- Conduct detailed review of all monthly charges including rates, demand reads, taxes, riders, adjustments and special contracts
- Validate monthly charges against applicable rate cards, tariffs, and rate spreadsheets
- Identify billing errors and cost saving recommendations



**Town of Davie  
Utility Billing Audit**

PHASE III - REFUND CLAIM NEGOTIATIONS  
& COST SAVINGS IMPLEMENTATIONS

(Approx. 4-10 weeks)

- 
- Report billing errors to utility vendors, requesting refunds
  - Negotiate appropriate credits or refunds
  - Prepare cost saving proposals for client approval
  - Provide Final Management Summary Report documenting refund and cost saving issues

The main factor in projecting a schedule of completion for a utility bill audit, is the expediency of each utility in responding to our direct requests for customer service records. AUBA can provide an initial audit overview report within 6-8 weeks. We then have periodic updates, as our data continues to come to us. A government audit can run from 9-12 months, unless Utility defers refunds or adjustments.

- i. Provide a description of the level of involvement required by the Town to initialize and support the audit process.

Our goal is to limit the time, output and involvement of a government during their audit, to a bare minimum. We would need a copy of the latest bill for each utility and a LOA for each utility, so that we can get the customer service records necessary, to complete the audit. There may, from time to time be a necessity for us to request some past correspondence in order to help our case for refunds. Other than that, we will have periodic audit review meetings.

- ii. Provide information demonstrating how your firm sets itself apart from the competition, to include innovations, creativity and key value-adds.

American Utility Bill Auditors, Inc. (AUBA) sets ourselves apart from the all-others, as we perform a high level audit review of tariffs, contracts, utility service provisions and the total benefit to the Municipality. AUBA does not stop at “low hanging fruit,” but in fact, digs, digs, and then digs deeper. Our resolve is very evident in our full FPL Streetlight audits. Our audits result in very substantial savings. Our recommendations for utility energy and money savings are impeccable. Our expert monitoring of ongoing utility bills, prevents the utility from trying to raise pricing unfairly. We pride ourselves on our ability to help I.T. Departments to operate more efficiently, with less cost to the municipality.

- iii. Provide sample invoices detailing all calculations, assumptions, and inputs used to determine on-going savings. (see Exhibit A)
- iv. Propose a contractual percentage based on refunds obtained and on-going saving estimate. The firm shall indicate a onetime payment or an expectation to receive payments for future on-going savings as a result of their audit.

AUBA proposes a shared recovery of 55% for Town of Davie / 45% for AUBA, going back as far as possible for recovery (refund check, billing credits, and avoidance of payment by Town of Davie, any financial credits, forgiveness or tariff benefit to the Town) and shared savings going forward for 18 months...55% for Town of Davie / 45% for AUBA. Saving pertains to negotiated billing savings, credits and avoidance of payments.)

**Town of Davie  
Utility Billing Audit**

**b. EVALUATION & SELECTION METHOD AND CRITERIA**

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the Town.

Award will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

The selection process shall be as follows:

The Selection/Negotiating Committee will first evaluate all Respondent qualifications and references.

The Committee will select and short list qualified Respondents. Respondents may be asked to come in to present to/ be interviewed by Selection/Negotiating Committee.

The Committee will negotiate a final agreement with the best evaluated Respondent(s).

Upon completion of successful negotiations a recommendation of award will be submitted to the Town Council for approval.

Selection shall be based on the proposal most advantageous to the Town based on the “best value to the Town” using the following criteria:

- Firm’s Qualifications and Experience
- Scope of Services Proposed
- Innovations and Value Adds
- Client References and Past Performance
- Proposed Percentage of Recovered Overcharges
- Best Overall Approach
- Local Preference

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Committee will rank all responsive proposals. Upon completion of the criteria evaluation ranking, the Committee may elect to make a final recommendation for award. If necessary the Committee may shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Upon completion of oral presentation(s), the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.



**Town of Davie  
Utility Billing Audit**

**c. NEGOTIATIONS**

Contract may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations/interviews, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

**d. INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL**

The initial term of the contract is five (5) years with an option for renewal at the Town Administrator's discretion for two (2) additional two (2) year terms. Final contract terms may be subject to further negotiation with recommended proposer.

**e. CONTRACT AWARD**

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which proposal is in the best interest of the Town shall be final.

END OF SECTION

**Town of Davie  
Utility Billing Audit**

## **SECTION 3.0 SCOPE OF SERVICES**

### **3.1 NATURE OF REQUEST**

The Town is requesting proposals from qualified and experienced firms for comprehensive analysis of the Town's electricity, gas, water, garbage, telecommunications, and other utility accounts. The review of the previous three to five (3 – 5) years of utility bills will determine whether erroneous charges have been imposed in the past. Firm will review and evaluate the usage and electric demand amounts to prior periods and at similar locations to determine if the quantities billed are reasonable. If overcharges have occurred, the firm will work with the utility provider to recoup refunds. The firm will also determine whether ongoing utility charges can be reduced by application of new rate schedules, rate options or other billing adjustments. The firm will work with the utility providers to implement the rate changes and other billing adjustments it identifies. Invoices should specify all calculations, assumptions, and inputs used to determine on-going savings.

The Town shall incur no cost for this service other than the fee owed as a result of applicable refund checks/credits. Where there is no reduction in the monthly utility charges, the Town will not owe the firm any fee or other remuneration.

### **3.2 BASIC DELIVERABLES**

At a minimum, the firm will identify errors related to the following:

1. Meter Reading errors **AUBA TO AUDIT**
2. Rates not in accordance with Town's contracts **AUBA TO AUDIT**
3. Charges billed for incorrect or non-existent equipment **AUBA TO AUDIT**
4. Meter malfunctions types **AUBA TO AUDIT**
5. Incorrect meter installed by the utility company **AUBA TO AUDIT**
6. Clerical errors in bill computation **AUBA TO AUDIT**
7. Wrong factors applied **AUBA TO AUDIT**
8. Incorrect tax charges **AUBA TO AUDIT**

In addition to error detection, the firm shall analyze rates and provide recommendations to reduce on-going costs. Cost saving recommendation require approval from Town Administrator prior to implementation. Recommendations to Town Administrator may include, but are not limited to:

1. Alternate rates and riders offered by existing supplier that may result in lower costs. **AUBA TO AUDIT**
2. Combination or splitting of meters for billing purposes. **AUBA TO AUDIT**
3. Correction of power factor penalties. **AUBA TO AUDIT**
4. Negotiation of special contracts to eliminate punitive clauses. **AUBA TO AUDIT**

The firm shall provide a written report that identifies and describes the basis for any refund and on-going reduction of charges. The report shall include possible cost savings recommendations that would result in reduced expenses for the Town. At a minimum the report should include

1. Utility bills reviewed and evaluated. **AUBA TO AUDIT**
2. Refunds due to the Town. **AUBA TO AUDIT AND REPORT**

**Town of Davie  
Utility Billing Audit**

3. Current list of all accounts/meters should include: buildings/facilities covered under utility franchise agreements. Listing at a minimum, facility name, address, utility usage, meter numbers, account numbers, total annual cost by meter, and general usage information. **AUBA TO AUDIT**
4. Correspondence from utility providers agreeing to amounts of the refund due to the Town, and methods to be used to refund money owed the Town. **AUBA TO AUDIT**
5. Recommendation and guidance on industry best practices for utility bill intake, processing, data entry, and record keeping. **AUBA TO REPORT**
6. User-friendly guide to identify common utility billing errors for each type of utility bill reviewed by Town staff for training purposes. **AUBA TO REPORT**

END OF SECTION

Town of Davie  
Utility Billing Audit

**SECTION 4.0 TOWN REQUIRED FORMS**

**FIRM SHALL ATTACH PROPOSAL PAGE DETAILING  
FIRM'S PROPOSED PERCENTAGE OF RECOVERED  
OVERCHARGES. - **Shown on Page 58-59, includes LOA's****

Authorized Signatory: *Len A. Garvin*

Executed by: Len A. Garvin

Title: President

For (Company): American Utility Bill Auditors, Inc.

Address: 100 Rialto Place, Suite 700, Melbourne, FL 32901

Telephone Number: 561-951-1324

Fax Number: 561-477-3100

Email: [LenG@WeLookToSaveyoumoney.com](mailto:LenG@WeLookToSaveyoumoney.com)

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**Town of Davie  
Utility Billing Audit**



**TOWN OF DAVIE  
E-VERIFY FORM**

Bid No: RFP B-17-69

Project Description: Utility Bill Audit

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: American Utility Bill Auditors, Inc.

Authorized Signature: Len A. Garvin

Print Name

Title: Len A. Garvin

Date: April 4th, 2017

**Town of Davie  
Utility Billing Audit**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, Len A. Garvin, Company. American Utility Bill Auditors, Inc.,

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal background checks and drug test results.

Proposer's Signature Len A. Garvin

**Town of Davie  
Utility Billing Audit**

**Town of Davie  
Vendor/Bidder Disclosure**

I, **Len A. Garvin** being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:	<u>American Utility Bill Auditors, Inc.</u>
Address:	<u>100 Rialto Place, Suite 700</u> <u>Melbourne, FL 32901</u>
FEIN	<u>65-0473208</u>
State and date of incorporation	<u>2/10/1994</u>

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Len A. Garvin</u>	<u>100 Rialto Place, Suite 700, Melbourne, FL 32901</u>	<u>100 %</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

**Town of Davie  
Utility Billing Audit**

Full Legal Name

Address

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Len A. Garvin

Date: 4/6/2017  
Signature of Affiant

Len A. Garvin  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 5th day of April 2017, by Len A. Garvin, he/~~she~~<sup>XX</sup> is personally known to me or has presented Drivers License -FL as identification.

\_\_\_\_\_  
Notary Public, State of Florida at  
Large

\_\_\_\_\_  
Print or Stamp of Notary

\_\_\_\_\_  
Serial Number  
My Commission Expires: \_\_\_\_\_

N/A



Town of Davie  
Utility Billing Audit



Town of Davie Local  
Vendor Preference-  
**NOT APPLICABLE**

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

\_\_\_\_\_ My business is located within the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_

Physical address:

\_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Davie? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Town of Davie: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

**If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.**

Town of Davie  
Utility Billing Audit

**NOT APPLICABLE**



Town of Davie  
Local Vendor Preference  
Broward County Vendor

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

\_\_\_\_\_ My business is located within Broward County but not in the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_

Physical address:

\_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Broward County? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Broward County: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (Insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Town of Davie  
Utility Billing Audit

**LOBBYING INTEREST-**  
**NOT APPLICABLE**

**Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.**

I, \_\_\_\_\_ representing  
\_\_\_\_\_ declare that I have read the attached form and that (check one):

\_\_\_\_\_ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request for Proposal (RFP)

\_\_\_\_\_ My company is interested in lobbying either staff or elected officials on matters associated with this Request for Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

e-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Town of Davie  
Utility Billing Audit**

**TOWN OF DAVIE LOBBYIST'S REGISTRATION STATEMENT AND OATH**

Registration will be annual, from October 1st to September 30th, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required. If, however, any of the information required on the registration form is new or changed (for example, a new principal, as defined by Section 2-57 of Ordinance 2012-17, or a new specific subject of lobbying), the Lobbyist must then supplement or amend the registration before additional lobbying. (Ordinance 2012-17, Section 2-58(d))

**LOBBYIST INFORMATION (Ordinance 2012-17, Section 2-58(a) (1))**

Name \_\_\_\_\_

Address \_\_\_\_\_

{must be a physical address (e.g. not a Post Office Box) where the lobbyist resides or customarily does business)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Explain the nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediate family, has had with any Town official, or member of the immediate family of any Town official within the period of time commencing twenty-four (24) months prior to registration.

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Explain the nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist's immediate family, with the current or the most recent campaign of any current elected Town official, or current candidate for Town Council. (2012-017, Section 2-58(a)(3))

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**Town of Davie**  
**Utility Billing Audit**

**Not applicable**

**LOBBYIST'S PRINCIPAL(S) INFORMATION (Ordinance 2012-17, Section 2-58(a)(4))**

Name \_\_\_\_\_

Address \_\_\_\_\_

(must be a physical address (e.g. not a Post Office Box) where the principal resides or customarily does business)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Explain the general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration. *H not* known at time of filing, the registration must be supplemented when the matter is determined. (Ordinance 2012-017, Section 2-58(a)(5))

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby acknowledge that I have received a copy of Ordinance 2012-17, concerning registration of lobbyists and acknowledge that any violation of this Ordinance shall result in penalties as stated in said Ordinance. I further acknowledge that this form must be accompanied by payment in the amount of \$50 for each principal represented and by each lobbyist. (Ordinance 2012-17, Section 2-58(b))

I hereby attest and affirm under penalty of perjury, that the facts contained herein are true and correct. Further, I understand that I am required to notify the Town Clerk, in writing, of any changes to the information contained herein and that I am required to complete a lobbyist statement for each new principal or subject matter which occurs throughout the year.

Signature of Lobbyist

STATE OF FLORIDA ) \_\_\_\_\_  
) SS:  
COUNTY OF )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission expires \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

**Town of Davie  
Utility Billing Audit**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

**Not Applicable**

**Addendum #1, Dated** \_\_\_\_\_

**Addendum #2, Dated** \_\_\_\_\_

**Addendum #3, Dated** \_\_\_\_\_

**Addendum #4, Dated** \_\_\_\_\_

**Addendum #5, Dated** \_\_\_\_\_

**Addendum #6, Dated** \_\_\_\_\_

**Addendum #7, Dated** \_\_\_\_\_

**Addendum #8, Dated** \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

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**FIRM NAME:** American Utility Bill Auditors, Inc.

**AUTHORIZED SIGNATURE:** Len A. Garvin **DATE:** April 5th, 2017

**TITLE OF OFFICER:** President

**Town of Davie  
Utility Billing Audit**

**PROPOSAL SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

NAME

ADDRESS

President: [Len Garvin 100 Rialto Place, Suite 700 Melbourne FL 32901](#)

[Mailing Address: PO BOX 970145 – Boca Raton, FL 33497-0145](#)

Vice-President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent [Mr. Adam Heffner 1900 NW Corporate Boulevard 301w Boca Raton, FL 33431](#)

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

\_\_\_\_\_  
\_\_\_\_\_

Post Office Address

PROPOSER:

\_\_\_\_\_  
(CORPORATE NAME)

*Len A. Garvin*      [LenG@WeLookToSaveYouMoney.com](mailto:LenG@WeLookToSaveYouMoney.com)

\_\_\_\_\_  
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

**YES**

ATTEST: \_\_\_\_\_

SECRETARY

YES [X]      NO [ ]

If no, give address of principal place of business: \_\_\_\_\_

\_\_\_\_\_

**Town of Davie  
Utility Billing Audit**

**PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

Len Garvin- 21355 Rockledge Lane Boca Raton, Florida 33428

_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER

American Utility Bill Auditors, Inc.

(FIRM NAME)

Witnesses:

(SEAL)

*Len A. Garvin*

LenG@WeLookToSaveYouMoney.com

SIGNATURE AND E-MAIL ADDRESS

Len Garvin

PRINT NAME

President

Title (Sole Proprietor or Partner)

Post Office Address:

PO BOX 970145 Boca Raton, FL 33497-0145

561-852-1872 x 307 561-451-951-1324 (CELL)

TELEPHONE

TOWNin which fictitious name is registered.

Attach a copy of proof of registration



**Town of Davie  
Utility Billing Audit**

**DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

*Len A. Garvin*

\_\_\_\_\_  
VENDOR'S SIGNATURE

Len Garvin

\_\_\_\_\_  
PRINTED NAME

American Utility Bill Auditors, Inc.

\_\_\_\_\_  
NAME OF COMPANY

**Town of Davie  
Utility Billing Audit**

**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby."... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

*Len A. Garvin*

\_\_\_\_\_  
SIGNATURE

Len A. Garvin

\_\_\_\_\_  
PRINTED NAME

American Utility Bill Auditors, Inc.

\_\_\_\_\_  
NAME OF COMPANY

President

\_\_\_\_\_  
TITLE

Failure to sign this page shall render your bid non-responsive

**Town of Davie**

**SOURCE OF INFORMATION**

How did you find out about this solicitation? Check all that applies.

- 1. [www.davie-fl.gov](http://www.davie-fl.gov)
- 2. www.demandstar.com
- 3. The Sun Sentinel
- 5. Referral/word-of-mouth  Specify Source: \_\_\_\_\_
- 6. Search Engine/Internet search
- 7. E-mail, newsgroup, online chat  Specify \_\_\_\_\_ Source: \_\_\_\_\_
- 8. Banner or Link on another website
- 9. Flyer, newsletter, direct mail  Specify Source: \_\_\_\_\_
- Other  Specify \_\_\_\_\_ Source: \_\_\_\_\_

**We made a presentation to Brian O'Connor and Nelson Martinez. It was then required that a formal RFP**

*Please note: This survey form is used for internal Procurement purposes only.*

**Town of Davie**

**INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

Len A. Garvin \_\_\_\_\_ *Len A. Garvin* \_\_\_\_\_ 4/6/2017  
Proposer's Name Signature Date

STATE OF FLORIDA  
COUNTY OF BROWARD **Palm Beach**

SWORN TO AND SUBSCRIBED before me, the under signed authority,

*Len A. Garvin* \_\_\_\_\_ who, after first being sworn by me, affixed his/her  
[name of individual signing]

signature in the space provided above on this 5th day of April, 20 17

**Stephen M. Schwartz** \_\_\_\_\_ NOTARY PUBLIC

**Town of Davie**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **TOWN OF DAVIE, FLORIDA**

By: **Len A. Garvin**

*(print individual's name and title)*

For: **American Utility Bill Auditors, Inc.**\_\_\_\_\_

*(print name of entity submitting sworn statement)*

whose business address is: **100 Rialto Place, Melbourne, FL 32901**

and (if applicable) its Federal Employer Identification Number (FEIN) is: **65-0473208**\_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations

**Town of Davie**

To the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*Len A. Garvin*

\_\_\_\_\_  
**Signature**

Sworn to and subscribed before me this 5th day April, 2017

Personally known Len A. Garvin

OR \_\_\_\_\_ Name of Notary **Stephen M. Schwartz**

Produced identification Drivers License- FL Notary Public – State of Florida

**Town of Davie**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }  
COUNTY OF **Palm Beach**            }    SS:  
  }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

**Len A. Garvin**  
\_\_\_\_\_  
  
\_\_\_\_\_

By: *Len A. Garvin*

Title: **President**

Sworn and subscribed before this  
5th day of April, 2017

\_\_\_\_\_  
Notary Public, State of Florida  
**Stephen M. Schwartz**  
\_\_\_\_\_  
(Printed Name)

My commission expires: December 1, 2019

Town of Davie

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF Palm Beach } SS:

Len A. Garvin being first duly sworn, deposes and says that:

a) He/she is the Officer Corporation -AUBA, (Owner, Partner, Officer, Representative or Agent) of the Corporation -AUBA Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Jennifer G. Jacobs

Witness

Cheryl Schwartz

Witness

Len A. Garvin

By:

Len A. Garvin

(Printed Name)

President

(Title)



**Town of Davie**

**ACKNOWLEDGMENT**

STATE OF FLORIDA                    }  
  }  
COUNTY OF **Palm Beach**        }

SS:  
}

BEFORE ME, the undersigned authority personally appeared Len A. Garvin to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that **Len A. Garvin** executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 5th day of April, 2017.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

Town of Davie

PROPOSER QUESTIONNAIRE

Name of Proposing Firm: American Utility Bill Auditors, Inc. \_\_\_\_\_

Today's Date: March 20, 2017 \_\_\_\_\_ Primary Contact Person Re: this

Proposal: Len A. Garvin \_\_\_\_\_

Primary Contact Person Email Address: [LenG@WeLookToSaveYouMoney.com](mailto:LenG@WeLookToSaveYouMoney.com)

Primary Contact Person Phone Number: 561-951-1324

How many years has your firm been in business under its present business name? 26

1. Under what other former name(s) has your firm operated? **Prior to the 1994 incorporation. We operated as a DBA as American Utility Bill Auditors.**

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: No X Yes If yes, please explain: [However, we did perform an Audit Resolution No- R-99-364 signed December 15<sup>th</sup>, 1999](#)

3. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No X** Yes

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No X** Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary:

\_\_\_\_\_

4. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration.

**Certified Utility Bill Auditors, Inc. Melbourne BTR 23600**

=====

List the pertinent experience of the key individuals of your firm

**Assigned to the Town of Davie Audit**

- Stephen Schwartz- Audit Coordinator - Analyst
- David Jacobs- Technical coordinator- Tariff review
- Dave Orlowski-Runs our Excel programs and IT reports
- Stan Orlowski- MSAccess - Map Reports, Summaries
- Bill Katz- Telecommunications

=====

\_\_\_\_\_

**Town of Davie**

5. State the name and title of the individual who will have personal management of the work:

**Len A. Garvin**

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6. State the name and address of attorney, if any, for the firm: **N/A** \_\_\_\_\_

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7. S  
State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: **None**

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8. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: \_\_\_\_\_

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9. Bank references:

<u>BANK NAME</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE NUMBER</u>
<b>Wells Fargo</b>	<b>9906 Glades Rd. Boca Raton, FL</b>	<b>561-447-2400</b>

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10. Firm has attached a current Certificate of Liability Insurance? Yes **No- Will produce one when confirmed.**

11. Firm has attached a current W9? **Yes** No

12. Exceptions to any terms and conditions herein have been attached/redlined within this proposal submittal in accordance with Section 1.32 of this RFP. Yes **No**

13. L  
litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. \_\_\_\_\_

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**Town of Davie**

14. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Not applicable

**Town of Davie**

Name Relationship  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

STATE OF )  
COUNTY OF ) SS  
)

The foregoing instrument was sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_ who is personally known to me or produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_

Commission No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**SEAL**  
(if Corporation)

**Not Applicable**

**Town of Davie**

**See our Audit Monitoring Agreement (UMA) pages 58-59**

**AGREEMENT No. SAMPLE AGREEMENT ONLY  
BETWEEN THE TOWN OF DAVIE  
AND  
CONTRACTOR NAME**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Contractor Name a corporation organized and existing under the laws of the **State of XXXXXX**, with offices at Address (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. XXXX-XX TITLE**, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Contractor has submitted a written proposal dated XX, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

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

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

**Town of Davie**

4. The Town agrees to make payment in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in B-17-69 unless Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of

\_\_\_\_\_, 2017.

# Town of Davie

## Proposal AUBA

### UTILITY MONITORING AGREEMENT

Between

AMERICAN UTILITY BILL AUDITORS, INC.  
PO Box 970145  
Boca Raton, Florida 33497-0145  
(561) 852-1872 X 301(Admin) / FAX (561) 477-3100  
E-Mail: [Admin@WeLookToSaveYouMoney.com](mailto:Admin@WeLookToSaveYouMoney.com)

And

Town of Davie  
6591 Orange Drive  
Davie, FL 33314  
Ph: 9547971016 Fax:  
Attn: Brian K. O'Connor, C.P.M. Purchasing Manage  
e-mail: [Brian\\_OConnor@davie-fl.gov](mailto:Brian_OConnor@davie-fl.gov)

I. The undersigned or any affiliates, hereinafter called CLIENT, have entered into an agreement in writing this date with AMERICAN UTILITY BILL AUDITORS, INC., hereinafter called AUBA, to serve as their utility auditing professionals for the undersigned, concerning the following UTILITY bills or area of review:

1. Telephone/Communication 2. Electric 3. Water & Sewer 4. Gas 5. Waste/Stream 6. Stranded Assets 7. HVAC Review 8. FedEX-UPS

AUBA makes no guarantee as to the amount of recovery and/or savings if any at all exists.

### II. AUDIT PROCESS

AUBA agrees to examine CLIENT's utility accounts. AUBA will coordinate with the utilities and determine the proprietary audit methods, if monthly services are being OVERCHARGED, and if inefficient services or tariff violations may now exist, or have existed on previous billings. AUBA will request and prepare in its discovery, all documentation deemed appropriate to negotiate (if necessary) with the proper UTILITY COMPANY (S), TELEPHONE COMMUNICATION COMPANY (S) or Regulatory Authorities to have OVERCHARGES removed, in the form of REFUNDS and/or CREDITS. In addition, after AUBA submits reviewed findings to CLIENT in our written audit update report (s), by specific issues, information can be used to request REFUNDS or seek to reduce future billing (s) approved by CLIENT.

### III. RECOVERED OVERCHARGES

CLIENT agrees to pay AUBA Forty Five Percent (45%) of ALL RECOVERED OVERCHARGES in the form of REFUND (S) or CREDIT (S), billed upon Clients receipt of refund check or of Utility's invoice reflecting the credit(s). Where there is NO refund / credit or there is NO reduction in the monthly utility charges, there is NO FEE!

### IV. FUTURE BILLING REDUCTION (Savings)

In the event AUBA is successful in obtaining a REDUCTION in CLIENTS BILLINGS, whether by correction of billing error(s), rate(s), tariff changes, meter changes, inefficient mechanical and electrical systems, or any combination thereof, that shall manifest in FUTURE SAVINGS, CLIENT agrees to pay AUBA Forty Five Percent (45%) of the ACCUMULATIVE SAVINGS FOR the Eighteen (18) Months period beginning the date the savings FIRST appears on CLIENT bill. Client may prepay the entire estimated savings at once or may pay quarterly during the contract term after the actual savings are realized.

The CLIENT is under NO obligation to carry out any recommendations. In the event the recommended changes are carried out by the CLIENT, or AUBA with the CLIENTS prior approval, AUBA is entitled to compensation, at the rate of Forty Five Percent (45%) of the monthly reduction(s) over the same period as above, beginning with the first month the reduction becomes effective and realized. If CLIENT declines to carry out proposed cost savings recommendations by AUBA, then CLIENT must do so in writing. If, within 2 years of the date of the written notice presented to AUBA, the CLIENT performs the recommended changes or a portion thereof, then the CLIENT is subject to the AUBA compensation arrangement described above.

### V. FEE REQUIRED BY CLIENT FOR DATA RETRIEVAL FOR HISTORICAL AND FUTURE AUDIT REVIEW.

In conjunction with this Monitoring Agreement, AUBA requires a QUARTERLY DATA RETRIEVAL FEE of (\$8) eight dollars per month, per metered account. This usage and billing data obtained from the utilities is necessary to keep the audit current with our monthly analysis and the monitoring of your billing data. CLIENT agrees to this monthly fee, to avoid the monthly CLIENT in house scanning, excel data entry and mailing to AUBA. In addition, the CLIENT will not be subject to the cost and time for the employees to gather and supply AUBA with the necessary billing documentation. The necessity for supplying data to AUBA, is required throughout the term of the agreement, in order to maintain accurate analytics necessary to recover past overcharges and make certain that the CLIENT is on the most efficient rate class code.

### VI. TERM

This agreement shall remain in effect through the completion of the following:

- (A) Client agrees to respond with initial issue and follow-up issues, if any, to AUBA within (20) working days from date of audit reports.
- (B) All documented and presented audit issues to CLIENT provided by AUBA have been resolved
- (C) Recovery of funds or credits from the utilities have been received by the CLIENT and settled with AUBA in accordance to the above agreement.
- (D) AUBA has notified CLIENT in writing that NO recoveries or credits will be made or forth coming.
- (E) Access to CLIENT's utility records for at least 2 years after the completion of the above, for review of post audit tariff activity & potential savings.
- (F) During the term of this agreement, should any in house review or any other business or entity conduct a similar analysis or audit, we are still entitled to the same percentage of refunds and savings as stated above from such an analysis.\*\*

\_\_\_\_\_ [Please initial if no items are to be excluded from the audit.]

(G) CLIENT acknowledges by initialing the above section VI (F). NO negotiations are currently underway between CLIENT and any of its utility suppliers.

### VII. BASIC INFORMATION:

Client shall give its full reasonable cooperation to AUBA in completing any forms and providing information, and copies of appropriate documented backup, in a timely manner. During the term of our utility monitoring agreement, and for a period of two (2) years thereafter, each party shall retain confidentiality and require it's directors, officers, employees, consultants, representatives, employer's, principals and agents to retain in confidence any and all proprietary information of the other. "Proprietary information" shall mean any information obtained from either party in the course of performance of the Utility Monitoring Agreement. The parties agree that each party's proprietary information constitutes trade secrets and that the disclosure thereof in contravention of this agreement would constitute an unfair trade practice and material breach of this Agreement.

Client hereby represents and warrants that they have full written authority to act for and bind the corporation to this Agreement and further, that (i) there are no contractual or legal restrictions to their executing this Agreement on the corporation's behalf.



**Town of Davie**

VIII This agreement shall be governed by and construed by the laws of the State of Florida, with exclusive venue being Palm Beach County, Florida. Client agrees to pay AUBA reasonable attorneys' fees in the event that amounts due under this agreement are collected by or through attorneys. All payments are due within 30 days from the date billed. All payments thereafter are subject to a late charge in the amount of 1.5% interest per month, for each month that the invoice is past due.

The above represents the ENTIRE agreement and understanding between the parties and NO prior representation oral or written are incorporated in this agreement

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_,

AMERICAN UTILITY BILL AUDITORS, INC.

AUBA: President

BY: CLIENT

X—Authorized to SIGN for Client

**OUR REQUIRED LETTERS OF AUTHORIZATION (LOA) TO OBTAIN CUSTOMER SERVICE RECORDS FROM THE UTILITY**

**American Utility Bill Auditors, Inc.**  
PO Box 970145  
Boca Raton, FL 33497-0145  
Office 561-852-1872 x 301 / Fax 561-477-3100  
E-Mail: Admin@WeLookToSaveYouMoney.com

**AUTHORIZATION FORM**

TO : \_\_\_\_\_  
(Name of Utility Company)

**Please leave blank business card attached**

AMERICAN UTILITY BILL AUDITORS, Inc. is hereby engaged and authorized to obtain from you all account information to file refund applications, to inquire regarding status, and to receive any information relating to adequately auditing our account, and to process refunds to which the undersigned may be legally entitled.

**AMERICAN UTILITY BILL AUDITORS, Inc. :**

*Len A. Garvin*

\_\_\_\_\_  
Authorized Agent

**CLIENT:**

Town of Davie  
6591 Orange Drive  
Davie, FL 33314

Authorized Representative of Organization:

Signature of Officer:

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

\*\*\*\*\* PROFESSIONAL AUDITING SERVICES \*\*\*\*\*

**Town of Davie**

\*\*\*\* YOUR COMPANY LETTER HEAD PLACED HERE \*\*\*\*

American Utility Bill Auditors, Inc.  
PO Box 970145  
Boca Raton, Florida 33497-0145

Attention: Mr. Len Garvin, President, Certified Utility Auditor

This confirms our appointment of your firm as our utility consultant to act in our behalf in all matters concerning our utilities facilities with such companies:

**Telecommunications:**

Local \_\_\_\_\_

Long Distance \_\_\_\_\_

Other (Equipment & Service Contracts) \_\_\_\_\_

**Utilities:**

Electricity \_\_\_\_\_

Water & Sewer \_\_\_\_\_

Gas \_\_\_\_\_

Waste \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

You are granted the privilege of access to information regarding our utility billing. You are authorized to request equipment and pricing information on central office lines, long distance lines (WATS, FX, TIE lines, T1 etc.) equipment, call information and such. All contacts are to be with you, this does not preclude our intervention.

We authorize \_\_\_\_\_ and its affiliated \_\_\_\_\_ companies to have access to and to use information about my local telephone service arrangements and to access all my Customer Proprietary Network Information (CPNI). At the conclusion of the audit, \_\_\_\_\_ will be notified in writing to reinstate CPNI.

We understand that when our customer billing and service records are released to you that all utility providers have no authority to control the future use of this information. Therefore, we release all utility providers from any and all liability that may arise out of your possession of these records.

We look forward to a continuing relationship with a view to improve our utilities and saving money.

Sincerely,

Brian K. O'Connor, C.P.M. Purchasing Manager