

**RESPONSE TO**  
**REQUEST FOR PROPOSAL**  
**Revenue Enhancement Study for Utilities**  
**RFP: 2018-234-JC**

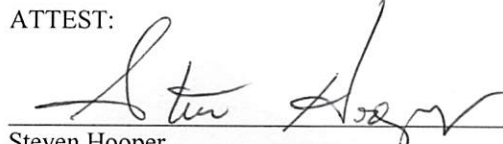
**Due Date: July 13, 2018 3:00 PM Eastern Time**

**Requested by**  
**City of Miami Beach, Florida**

*Submitted to:*  
**Jason Crouch, Procurement Contracting Officer**  
**Miami Beach Procurement Department**  
**1755 Meridian Avenue, 3<sup>rd</sup> Floor**  
**Miami Beach, Florida 33139 USA**  
**305-673-7000 x 6694**  
**Email: [jasoncrouch@miamibeachfl.gov](mailto:jasoncrouch@miamibeachfl.gov)**

*Submitted by:*  
**ISI WATER COMPANY**  
**Water Company of America (FL Fic Name Reg # G14000029497)**  
**Ada Izquierdo, Contract Manager**  
**6320 SW 89 Ct**  
**Miami, FL 33173**  
**Steven Hooper, General Manager**  
**5215 Fidelity Street**  
**Houston, TX 77029**  
**[steve@watercompanyofamerica.com](mailto:steve@watercompanyofamerica.com)**  
**(281) 352-0047**

ATTEST:

  
Steven Hooper  
General Manager, ISI Water Company

*7-13-18*  
Date



July 13, 2018

Jason Crouch, Procurement Contracting Officer  
Miami Beach Procurement Division  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

Subject: Cover Letter

ISI Water Company (referred to herein as Water Company of America “WCA”) is pleased to submit this response to the Request for Proposal 2018-234-JC entitled “Revenue Enhancement Study for Utilities” issued by the City of Miami Beach.

The study proposed in this RFP is identical to previous and current projects performed by WCA for Municipal Utility Departments nationwide, the first in 1989. Since initiating the first ever project of this nature in the nation twenty-nine years ago, we have gained substantial national experience from a diverse group of very successful contract opportunities. While teaming with utilities as large as 374,000 accounts in Miami Dade County and as small as 1,600 in Florida City, WCA has increased the billings and collections to our clients substantially. The benefits of these increases in revenue are numerous and are detailed in our accompanying proposal.

In response to this RFP, and as with all previous contracts undertaken, WCA’s program of revenue enhancement is offered on a performance fee basis. WCA will bear all of its study costs. WCA will be entitled solely to a share of increased *collected* revenues generated by this program.

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

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

WCA has adopted a code of business ethics that states that WCA will comply with all applicable laws, support and endorse antidiscrimination efforts and apply tangible business practices to utilize the full benefit of a supplier base that reflects the diversity of the American supplier community. WCA is committed to an equal opportunity employment effort. WCA is at all times committed to maintaining a Drug Free Workplace.

As stipulated in the RFP, this proposal is valid for a minimum period of 120 days following the proposal opening date of July 29, 2018. WCA acknowledges three (3) addenda.

Respectfully submitted,  
Steven Hooper, GM

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Cover Letter

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# APPENDIX A

# MIAMI BEACH

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## Proposal Certification, Questionnaire & Requirements Affidavit

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RFP 2018-234-JC  
REVENUE ENHANCEMENT STUDY FOR  
UTILITIES

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

Solicitation No: 2018-234-JC	Solicitation Title: Revenue Enhancement Study for Utilities	
Procurement Contact: Jason Crouch	Tel: 305.673.7000 x 6694	Email: JasonCrouch@miamibeachfl.gov

### PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. This Proposal Certification, Questionnaire and Requirements Affidavit Form is a **REQUIRED FORM** that must be submitted fully completed and executed.

#### 1. General Proposer Information.

FIRM NAME: <i>ISI Water Company (dba Water Company of America)</i>	
No of Years in Business: <i>29</i>	No of Years in Business Locally: <i>23</i>
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS): <i>5215 Fidelity St</i>	
CITY: <i>Houston</i>	
STATE: <i>Texas</i>	ZIP CODE: <i>77029</i>
TELEPHONE NO.: <i>281-352-0047</i>	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS: <i>6320 SW 89 Ct</i>	
CITY: <i>Miami</i>	
STATE: <i>FL</i>	ZIP CODE: <i>33173</i>
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: <i>Steve Hooper</i>	
ACCOUNT REP TELEPHONE NO.: <i>281-352-0047</i>	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL: <i>steve@watercompanyofamerica.com</i>	
FEDERAL TAX IDENTIFICATION NO.: <i>20-2413479</i>	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐

YES

☒

NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

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3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐

YES

☒

NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. ~~**Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:~~

~~1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~

~~2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care~~

benefits.

3. ~~Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>~~

**SUBMITTAL REQUIREMENT:** ~~No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.~~

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

*Note: ISI Water Company has less than 51 full time employees.  
OR > \$100,000*

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
☒ YES ☐ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
☒ YES ☐ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Sick Leave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Family Medical Leave	<input checked="" type="checkbox"/>		
Bereavement Leave	<input checked="" type="checkbox"/>		

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.




11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

**SUBMITTAL REQUIREMENT:** No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.



## **DISCLOSURE AND DISCLAIMER SECTION**

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

# PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: <u>Steven Hooper</u>	Title of Proposer's Authorized Representative: <u>General Manager</u>
Signature of Proposer's Authorized Representative: <u>[Signature]</u>	Date: <u>6-29-18</u>

\* [Signature]

Texas  
State of ~~FLORIDA~~

County of Harris  
of IST Water Co., a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

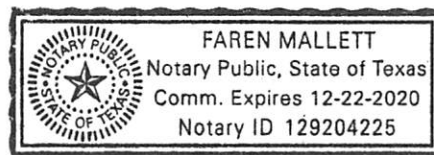
On this 29th day of June, 2018, personally appeared before me \_\_\_\_\_ who stated that (s)he is the General Manager

Faren Mallett

Notary Public for the State of ~~Florida~~ Texas  
My Commission Expires: 12-22-2020

[Signature]

\* as approved by:  
Tason Crouch  
Procurement Dept.



SEE: Updated Acknowledgement of Addenda 7/31/18 *After*

Solicitation No: 2018-234-JC	Solicitation Title: Revenue Enhancement Study for Utilities	
Procurement Contact: Jason Crouch	Tel: 305.673.7000 x 6694	Email: JasonCrouch@miamibeachfl.gov

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ACCOUNT REP TELEPHONE NO.: <i>281-352-0047</i>	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL: <i>steve@watercompanyofamerica.com</i>	
FEDERAL TAX IDENTIFICATION NO.: <i>20-2413479</i>	

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☐ YES ☒ NO

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**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

- ~~7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:~~

- ~~1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~  
~~2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care~~

benefits.

3. ~~Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposer's failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>~~

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

*Note: ISI Water Company has less than 51 full time employees.  
OR > \$100,000*

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
☒ YES ☐ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
☒ YES ☐ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sick Leave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Family Medical Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>



9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

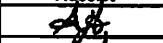
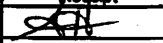

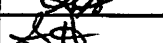
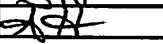

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

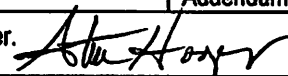
12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

**SUBMITTAL REQUIREMENT:** No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

 7-31-18

## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

# PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: <u>Steven Hooper</u>	Title of Proposer's Authorized Representative: <u>General Manager</u>
Signature of Proposer's Authorized Representative: <u>[Signature]</u>	Date: <u>6-29-18</u>

\* [Signature]

Texas  
State of ~~FLORIDA~~

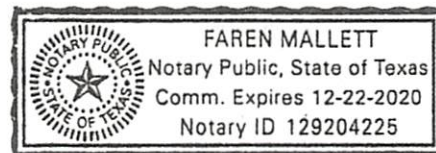
County of Harris  
of ISI Water Co., a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this 29<sup>th</sup> day of June, 2018, personally appeared before me \_\_\_\_\_ who stated that (s)he is the General Manager

Faren Mallett

Notary Public for the State of ~~Florida~~ Texas  
My Commission Expires: 12-22-2020

\* as approved by:  
Jason Crouch  
Procurement Dept.





Miami Beach RFP 2018-234-JC

Tab 1 - 1.3 Minimum Qualifications Requirement: WCA must have been in business a minimum of 5 years providing the same service.

WCA has been in business in Florida since 1995 providing the same service. This is WCA's only service.

Florida Contracts within the past 5 years are highlighted.

**WATER COMPANY OF AMERICA  
CLIENT LISTING**

Contract Period	Governmental Entity	Utility Service			Total Number of Accounts	Approved Work Orders	Annual Increased Revenue	Client Contact	Title	Telephone
		Wat	Sew	Storm						
2017-Current	Polk County, FL	x	x		60,000	21	\$ 85,499	Charles Richards	Customer Service/Finance Manager	863-298-4135
2017-Current	Loveland, CO	x	x	x	24,000	58	21,874	Jim Wedding	Revenue Manager	970-962-2703
2017-Current	Mobile Area Water/Sewer System	x	x		90,000	6	51,048	Bud McCrory	Assistant Director - Administration	251-694-3149
2017-Current	Vicksburg, MS	x	x	x	9,000	18	92,453	Tammye Christmas	Director, Water & Gas Administration	(601) 634-4561
2017-Current	Hattiesburg, MS	x	x	x	15,000	153	138,126	Frances Griffin	Division Manager, Utility Billing	(601) 545-4604
2016-Current	Salt Lake City, UT	x	x	x	112,000	29	368,115	Kurt Spjute	DPU Chief Financial Officer	801-483-6755
2016-Current	Gainesville, FL			x	89,000	5,236	156,880	Mary Frieg	Project Manager	352-393-8366
2016-Current	Sweetwater, FL			x	6,000	90	192,636	Eric Gomez	City Engineer	(305) 221-0411
2016-Current	Pascagoula, MS	x	x		14,000	42	50,800	Robert Parker	Comptroller/City Clerk	(228) 938-6716
2015-Current	Gautier, MS	x	x	x	9,000	3	14,447	Chad Jordan	Project Manager	(228) 497-4283
2015-Current	Oldsmar, FL	x	x	x	8,000	134	123,478	Al Braithwaite	Administrative Services Director	(813) 749-1107
2014-Current	Heber City, UT	x	x	x	5,000	10	14,219	Mark Anderson	City Manager	(435) 654-0757
2014-Current	Payson, UT	x	x	x	5,000	16	53,198	Dave Tuckett	City Manager	(801) 465-5209
2014-Current	Springville, UT	x	x	x	6,000	18	22,313	Bruce Riddle	City Manager	(801) 489-2708
2014-Current	Pleasant Grove, UT		x		3,000	-	-	Former Director Retired		
2014-Current	Oakland Park, FL	x	x	x	8,000	181	136,866	Former Director (Ken Resor) Retired		
2014-Current	Gainesville Regional Utilities	x	x		89,000	133	200,593	Steve McElroy	Technical Systems Analyst Sr.	352-393-1653
2014-Current	Ft Lauderdale, FL	x	x		68,000	158	471,871	Pam Winston	Customer Service/Billing	954-828-5274
2014-Current	Largo, FL		x	x	31,000	12	8,667	Kimball Adams	Management Services Director	727-587-6747
2014-Current	Miramar, FL	x	x		38,000	24	102,333	Claudia Dixon	Finance Director	954-602-3049
2014-Current	Pace Water System, FL	x	x		14,000	8	33,000	Damon Boutwell	General Manager	850-994-5129
2014-Current	Biloxi, MS	x	x		18,000	634	984,848	David Nichols	Former City Manager	228-374-1810
2014-Current	St Bernard Parish, LA	x	x		7,000	14	25,106	Hillary Nunez	Department of Public Works	504-442-4300
2014-Current	Hillsborough County, FL	x	x		135,000	65	551,981	Gary Hunter	General Manager III, Client Svcs Grp	813-612-7725
2014-2017	Dunedin, FL	x	x	x	12,000	2	3,333	Paul Stanek	Water Division Director	727-244-2236
2013-2017	Pinellas County, FL	x	x		110,000	104	461,333	LeeAnn Stiles	Customer Service Manager	727-464-4486
2012-Current	Pinecrest, FL			x	6,000	31	35,000	Maria Alberro Menendez	Assistant Village Manager	305-234-2121
2012-2015	Melbourne, FL	x	x	x	52,000	5	25,333	Harold Nantz	Public Works Asst. Manager	321-608-5000
2011-Current	Gulfport, MS	x	x		26,000	594	1,066,667	Cheree Malley	Former Utility Billing Manager	228-860-6507
2010-2015	Denver Water, CO	x			226,000	353	487,969	Michelle Garfield	Manager of Customer Care	303-628-6621
2010-2014	Cocoa Beach, FL		x	x	4,300	30	33,000	Charles Holland	Finance Director	321-868-3248
2010-Current	Brevard County, FL	x	x	x	85,000	52	127,803	Jim Helmer	Director	321-633-2092
2010-2015	St Petersburg, FL	x	x	x	90,000	102	474,939	Former Director (George Cassidy) relocated to Hillsborough County		
2010-Current	Boynton Beach, FL	x	x	x	35,000	820	744,075	Anthony Penn	Customer Service Manager	561-742-6301
2010-2015	North Ogden, UT	x	x		11,000	138	34,667	Annette Spendlove	City Recorder	801-737-9830
2010-2013	Mt Olympus SSD, UT		x		28,000	113	55,667	Kerry Eppich	General Manager	801-262-2904
2009-2010	North Miami Beach, FL	x	x	x	32,000	0	0	Ben Supranski	Manager, Utility Customer Services	305-947-7581
2009-2014	Lake Wales, FL	x	x	x	7,000	10	8,667	Dorothy Pendergrass	Director of Finance	863-678-4182
2008-Current	Palmetto Bay, FL			x	5,000	34	64,333	Corrice Patterson	Director of Public Works	305-259-1234
2008-2013	Zephyrhills, FL	x	x	x	10,000	36	5,000	Authorized Representative (Dave Henderson) Retired		
2007-Current	Cooper City, FL	x	x		8,000	64	29,667	Mike Bailey	Director	954-434-5519
2007-2015	Jackson, MS	x	x		85,000	1,156	2,078,000	Linda Lindsey	Water/Sewer Utilities Manager	601-960-0922

2007-2012	Granger Hunter ID, UT	x	x		25,000	344	531,333	Clint Jensen	CEO/General Manager	801-968-3551
2007-2010	Kearns, UT	x	x		5,000	30	26,000	Pam Gill	District Manager	801-968-1011
2007-2012	Bartow, FL	x	x	x	6,000	128	122,667	Karen Hielscher	Manager, Utility Customer Services	863-534-0188
2006-2013	Sanford, FL	x	x	x	17,330	179	523,000	Bill Marcous	Manager, Utility Support Services	407-688-5105
2006-2011	Orlando, FL		x		80,000	373	633,003	Maria Lachney	Asset/Billing Manager	407-246-2661
2005-2013	Salt Lake City, UT	x	x	x	110,000	663	1,025,718	Former Finance Administrator (Jim Lewis) retired		801-330-2329
2005-2008	Toho Water Authority, FL	x	x		45,000	363	160,885	Rodney Henderson	Business Services Manager	407-518-2538
2005-2009	Lakeland, FL	x	x	x	50,000	4	18,395	Authorized Representative (Gary Ross) Retired		
2004-2008	Polk County, FL	x	x		43,000	33	51,667	Charles Richards	Customer Service Manager	863-298-4135
2004-2006	Beaumont, TX	x	x		41,000	78	144,000	Hani Tome	Utilities Director	409-785-3004
2004-2010	Homestead, FL	x	x	x	9,500	597	618,751	Julio Brea	Director	305-224-4770
2003-2009	Hallandale Beach, FL	x	x	x	7,500	267	171,434	Authorized Representative Retired		
2002-2008	Deerfield Beach, FL	x	x		12,500	77	70,807	Authorized Representative Retired		
2002-2011	Winter Park, FL	x	x	x	28,000	145	279,323	Delsia Margraf	Utility Services Manager	407-599-3371
2001-2006	Covington, LA	x	x		3,500	314	196,333	Beverly Gariepy	Director of Administration	985-892-1811
2001-2005	Orlando Utilities Commission	x			95,000	52	64,667	Leslie Temmen	Dir of IT Governance & Quality Mgmt.	407-423-9100
2001-2012	Hollywood, FL	x	x	x	45,000	2,126	1,422,698	Authorized Representative Retired		
2000-2004	Slidell, LA	x	x		4,500	185	109,667	Michael Noto	Director Public Operations	985-646-4291
2000-2007	Orange County, FL	x	x		90,000	2,350	3,270,438	Tim Armstrong	Customer Service Division Mgr	407-254-9745
2000-2008	Ft. Lauderdale, FL	x	x	x	65,000	220	425,202	Mike Bailey	Now Director, Cooper City Utilities	954-434-5519
1999-2005	Coral Gables, FL		x	x	14,000	340	599,338	Former Finance Director (Don Nelson) retired		
1999-2004	Hammond, LA	x	x		9,000	101	57,377	Garry Knight	Water/Sewer Superintendent	985-542-3525
1999-2002	Miami Springs, FL	x	x		3,500	25	98,888	William Alonso	Finance Director	305-805-5014
1998-2001	Florida City, FL	x	x		1,600	20	51,875	Authorized Representative Retired		
1997-2000	Homestead, FL	x	x		9,500	120	248,333	Julio Brea	Director	305-224-4770
1997-2000	North Miami, FL	x	x		20,000	23	32,007	Authorized Representative Retired		
1996-2003	New Orleans	x	x		172,000	500	756,667	Dexter Joseph	Budget Director	504-585-2221
1996-1997	Escambia County, FL	x	x		75,000	90	81,333	Ernest Dawson	Operations Director	850-969-3370
1995-2005	Miami Dade County, FL	x	x		374,000	635	2,138,000	Authorized Representative Retired		

**Miami Beach RFP 2018-234-JC**

Tab 2 Experience and Qualifications.

2.1 Three projects selected from the State of Florida (only) within the past 5 years.

Project Descriptions: All 6 projects below required WCA to provide the same service as requested by the City of Miami Beach.

This is WCA's only service.

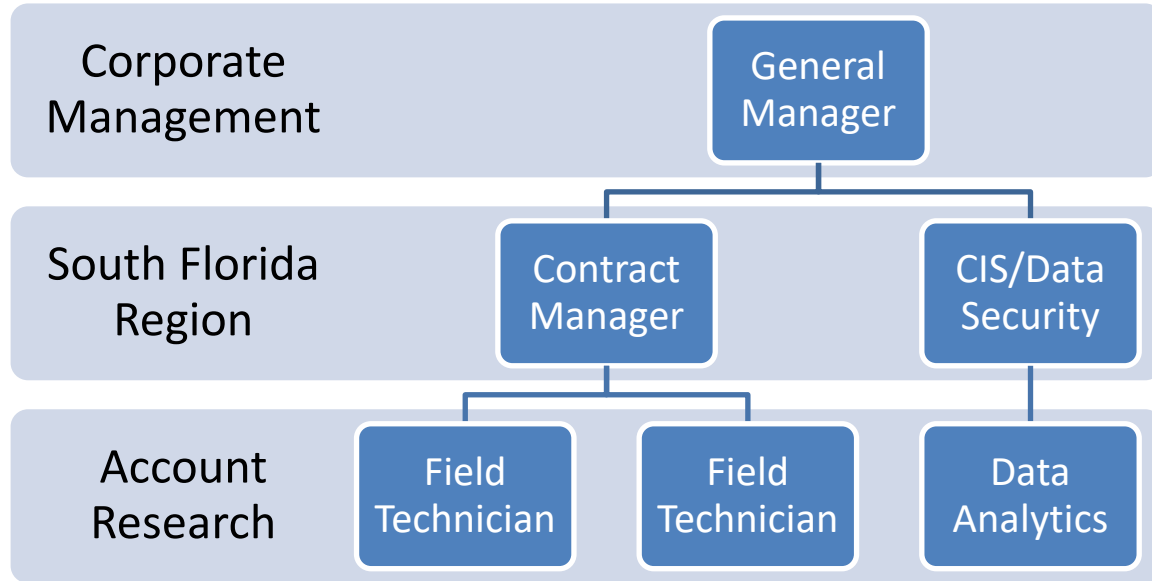
**WATER COMPANY OF AMERICA  
LISTING of RECENT FLORIDA CLIENTS**

Contract Period	Governmental Entity	Term of Engagement	Public or Private	Client Contact	Title	email	Telephone
2017-Current	Polk County, FL	5 yr	Public	Charles Richards	Customer Service/Finance Manager	charlesrichards@polk-county.net	863-298-4135
2015-Current	Oldsmar, FL	3 yr	Public	Al Braithwaite	Administrative Services Director	abraithwaite@ci.oldsmar.fl.us	(813) 749-1107
2014-Current	Gainesville Regional Utilities	3 yr	Public	Steve McElroy	Technical Systems Analyst Senior	MCELROYSL@gru.com	352-393-1653
2014-Current	Largo, FL	3 yr	Public	Kimball Adams	Management Services Director	kadams@largo.com	727-587-6747
2014-Current	Pace Water System, FL	1 yr	Public	Damon Boutwell	General Manager	dboutwell@pacewater.org	850-994-5129
2014-2017	Dunedin, FL	3 yr	Public	Paul Stanek	Assistant Utilities Director	pstanek@dunedinfl.net	727-244-2236

Specific examples of various types of the work product produced by WCA on any Project, whether related to Water, Sewer, Stormwater or Solid Waste are available upon request. The WCA work product is referred to in this RFP response as a "Work Order". This is the document that identifies the "Find" (meaning an unbilled or misbilled service) and the "Recommended Corrective Action" necessary to remedy the cause of the unbilled or misbilled service. Each Work Order refers to a specific service (water, sewer, storm, etc.) at a specific service address or parcel and the nature of the problem discovered by WCA.

## 2.2 Qualifications of Proposer Team

### Company Organizational Chart



### Personnel

WCA will perform the service proposed herein with trained management and field personnel with the requisite experience to accomplish the goals of the project. These employees are familiar with field procedures; appreciate the need for a clear understanding of applicable City billing policies, Ordinances, Rules and Regulations; comprehend variations in water distribution and sewer collection systems, and thus are capable of rapid mobilization for the City. Staffing needs for this project will be met by the Company in the following three manners:

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

By approaching the issue of staffing in this manner, WCA can effectively perform the Scope of Work in a timely and effective manner.

**The following key study personnel are herein proposed.**

**MRS. ADA IZQUIERDO - Contract Manager**

In her capacity, Ada is responsible for the day-to-day operations, workflow, production and client communication required for assigned projects. He is well versed in providing the quality, factual information from the field needed to remedy unbilled and misbilled service from all utility services. To date, she was key person on 21 South Florida Contracts. In addition, Ada has developed many of the procedures utilized by the Company today, including the assessment of unique Work Order types for new utility clients and procedures associated with electronic field documentation and submittal. Her training included in depth application of the Company analytic software and “on site” practical property analysis in the field, during active contract operations in South Florida from Florida City to Boynton Beach. She is a *hands on* manager, conducting office and field activities while ensuring safety compliance. Ada reports to Mr. Hooper.

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

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

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

Management level, reports to the General Manager.

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

Mr. Hooper is responsible for management of *ISI Water Company*. He has 29 years of hands-on experience in the field of documenting unbilled utility revenue on a performance fee basis for governmental entities. From the first days of the first project of this nature, initiated in March of

1989, through the successful operation of contracts nationwide, he has developed the business plan, employee training procedure, best practices, specialized software application/design, flow and test meter application, national marketing strategy, and financial management. Participation in industry trade organizations and functions such as the American Water Works Association, the Water Environment Federation and the Government Finance Officers Association benefits the firm and clients by staying current with regard to industry standards and trends. He will coordinate all insurance requirements of the study, as well as oversight of company compliance and safety policy. Other duties include project resource allocation, production oversight, asset utilization, personnel deployment, and recruiting (as required). Hooper reports directly to Mr. Tim Herbert, Company President.

**Authorized Negotiator**

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

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

## **Ada Izquierdo**

Miami, Florida  
(305) 668-2822

### PERSONAL DATA

Married  
2 children

### EDUCATION

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

### BUSINESS HISTORY

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

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

Miami Energy Inc.	1991-1995
Office Manager	

Germaine de Capaccini	1989-1991
Assistant General Manager	

Kitchen Depot Inc.	1988-1989
Office and Sales Manager	

Family Spring Water Company	1986-1988
Owner	

West New York Board of Education	1978-1988
Secretary	

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

PERSONAL DATA

Married  
3 children

BUSINESS HISTORY

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

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

ISI Water Company,  
Contract Manager 2000-2014

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

Target Marketing 1994-2000  
Vice President

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

Orange County 1981-1994  
Inventory Manager

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



Steven M. Hooper  
Houston, Texas  
281-352-0047

## PERSONAL DATA

Married  
Three Children

## EDUCATION

Bachelor of Science  
Texas A & M University (1978)

## BUSINESS HISTORY

ISI Water Company  
General Manager March 1989 to Present

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

Howe Building Corporation  
Project Manger

Nash/Phillips/Copus Homebuilders 1985 to 1987  
General Superintendent

S & S Construction	1980 to 1985
Owner – Partner	

## MEMBERSHIPS AND AFFILIATIONS

American Water Works Association  
Water Environment Federation  
Government Finance Officers Association

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

The use of Subconsultants or subcontractors is not contemplated by WCA. WCA is well qualified to perform this study with experienced, full time employees possessing multiple years of hands on practice and skill. As the preeminent provider of this service, with over twenty-three years of continuous uninterrupted experience with utilities of all sizes in Florida, WCA is well suited to team with the City to fairly and accurately ferret out problematic customer accounts. In summary, WCA's qualifications will benefit Miami Beach in at least the following ways:

- The Company has a proven history of investing the resources necessary to uncover those problem accounts that are not obvious. This level of commitment to the goal of *enhancing revenue* reflects a business plan that is unique. Evidence of the plan's success is reflected in repeat business and consistent succession of new contracts in Florida for over 2 decades.
- WCA's proprietary analytical software enables the Company to find problems that are not evident in existing exception reports.
- A proven technology that generates found revenue for discretionary use by the City.
- Diverse data handling experience enables quick adaptation to the Miami Beach CIS with an insignificant time requirement of City IT staff - initially or long term.
- The Company is experienced with the inherent challenges of like sized Florida systems.
- The proven approach to account data analysis causes zero impact to the City's CIS.
- An experienced resident South Florida multi-discipline staff is available and capable to accomplish the project.
- Local WCA contract operations directed from the local office facilitate a clear understanding of the logistics of field operations in the City specifically and South Florida in general, enabling efficient effective operation of this contract.
- The established method employed by WCA provides long term benefit to the City following program completion.
- Provide a proven program that, by its existence, motivates internal personnel toward greater efficiency.
- Provide training in revenue recovery techniques to the City staff upon completion.

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

#### **Summary**

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

WCA originated, and is the number one provider of the service whereby private industry provides a revenue enhancement program at no cost to municipal utilities, with compensation strictly contingent on contract performance. The history of the company dates back to the first ever contract of the nature contemplated by the City in this RFP. This first project was initiated in March of 1989 for the City of Houston. Subsequent to that time, WCA has established itself as the number one provider of the service, having successfully conducted or in the process of conducting identical projects for numerous governmental entities nationwide.

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

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

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

#### **TASK I – IDENTIFY AND ANALYZE**

##### **Step 1: Account Data Information Gathering and Review**

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

(1) Download

- (a) WCA will meet with the City IT representative to identify those needed data fields, typically a backup file, from the CIS to be included in the download.
  - (b) City generates a script (aka a stored routine) that writes raw unjoined tables of data to a file.
  - (c) This file is run monthly on a consistent day and time of the City's choosing.
  - (d) WCA retrieves this file in whatever method is most advantageous for the City (typically FTP)
  - (e) This download is run monthly for the duration of the project, as it is used for initial investigation and to monitor the collection of Increased Revenue and thus to determine compensation (the WCA Share).
- (2) Electronic link – this resource is critical for WCA to gather current (as opposed to stale) data. Real time information is obtained through this *read only* password protected modem link to the CIS. This information link allows the rapid reference to additional unique pieces of information not contained in the download described above. By gaining access to real time data in this manner, any related City staff time requirement is eliminated.

Data that is typically reviewed includes; historical consumption and billing data as well as standard customer information such as; service address, customer name, meter number, billing codes, unit count, meter installation date, sewer surcharge level, etc. Once this customer account information is in hand, WCA begins the task of adapting its proprietary computer software by **designing a custom front end unique to the City**. Queries and sort routines that facilitate the identification of unbilled and misbilled service revenue are tailored to City account data. These adaptations allow WCA to effectively utilize Utility data in whatever format it may be available. The company's investment in development costs of over \$650,000 has yielded proprietary software that is flexible, adaptable and custom built for studies of this nature for the Water, Wastewater, Stormwater and Solid Waste industries. It operates independently of the City's CIS, and in no way impacts the integrity of that data. The analysis of account data in this manner, which is unlike other less effective methods utilized by others, provides significant benefit to the City, including at least the following;

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

**Step 2: Account Information Analysis Criteria**

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

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

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

**Step 3: Internal Property Selection Report**

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

**Step 4: *DECISION POINT:***

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

**Step 5: Field Work Selection Report**

WCA prepares a Field Work Selection Report that identifies the individual accounts and/or areas to be researched in the field. This plan may be communicated to the City if so desired.

**Step 6: Field Work Order Issued**

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

**Step 7: Field Research & Account Documentation**

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

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

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

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

**Step 8: *DECISION POINT: Potential Revenue Enhancement***

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

## **TASK II – QUANTIFYING REVENUE ENHANCEMENT**

### **Step 9: Formal Work Order submission**

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

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

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

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

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

### **TASK III – COORDINATING THE IMPLEMENTATION AND EXECUTION OF CORRECTIVE ACTION**

**Step 11: Corrective Action**

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

**Step 12: Identified New Revenue on Accounts**

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

**Step 13: Reports and Proposed Revenue Sharing Plan**

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

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

In addition, and if desired by the City, WCA will prepare a Status Report, on a frequency determined by the City. This custom report details those specific pieces of information meaningful to the City related to the documentation of revenue findings. This report is not “canned” but is tailored to the needs and desires of the City. This approach to



reporting, as well as to final reporting at the contract end is possible because the full picture of an account is available from one database source; history, findings, discovery notes, type of find, type property, corrective action, problem resolution, and records of Increase Revenue collections over time. This information is available for inclusion on any requested report, monthly or otherwise – on demand. This flexibility has been very well received by managers in past. This approach to the typical need for progress reporting is significantly more meaningful to the client than a “one size fits all” approach offered by others.

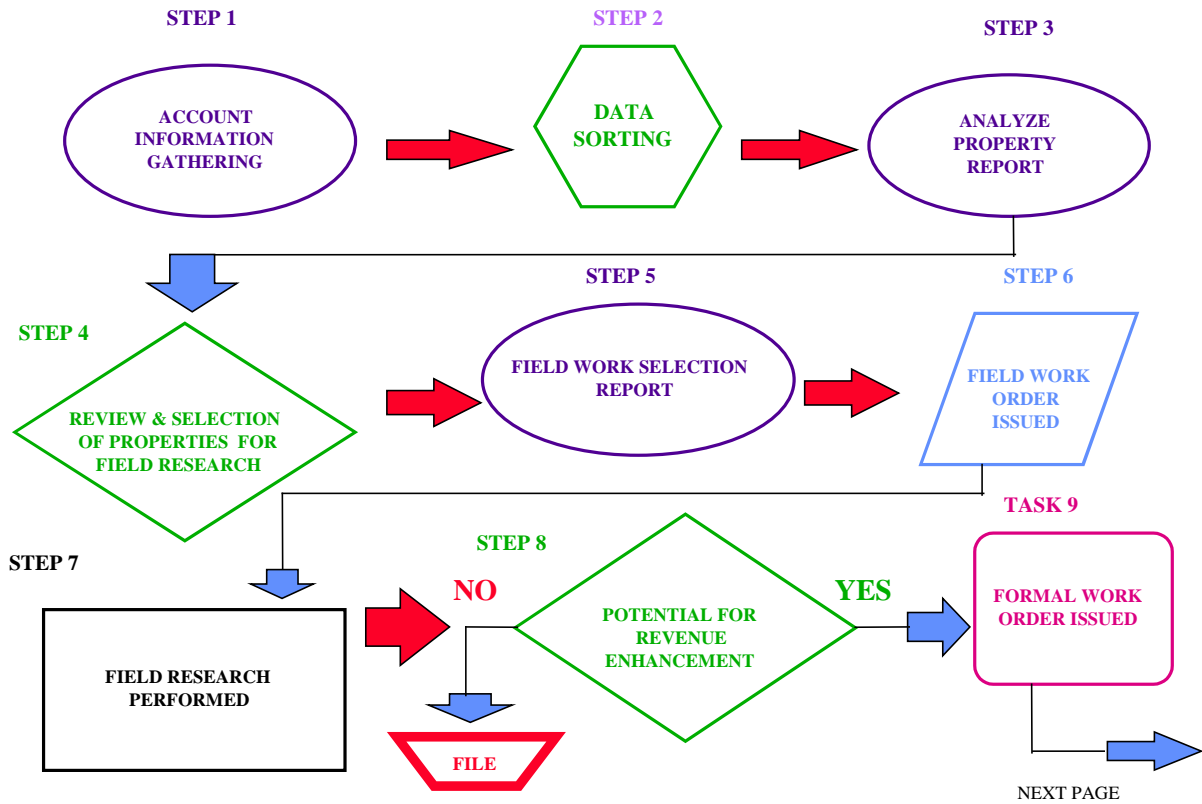
WCA will prepare a Final Report on the specific results of the project including an assessment of existing billing and metering practices and an estimate of annual recovery by area of deficiency.

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

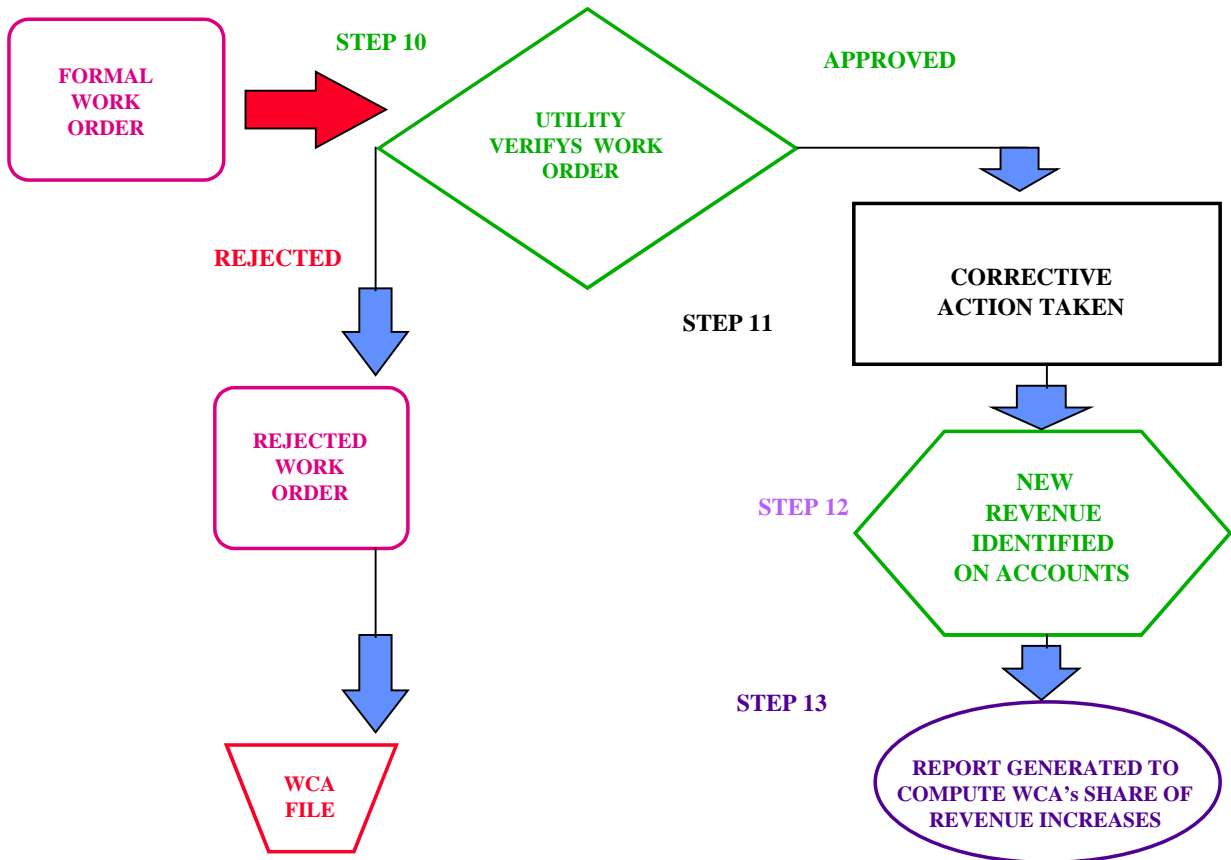
WCA regards client data confidentiality with the highest priority. WCA maintains strict protocols managed by a dedicated, full time CIS/Data Security Manager. WCA agrees to comply with the requirements of laws concerning confidentiality of utility customer records, and any other applicable ordinances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

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

## PROGRAM TASK PROCESS - RESPONSIBILITIES OF WCA



## PROGRAM TASK PROCESS - RESPONSIBILITIES OF THE UTILITY



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

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

**Sample System Inaccuracies addressed by WCA**  
**Problem Types, Problem Explanations and Problem Solutions**

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

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

- o Meter Inaccuracy and Malfunction

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

These categories are addressed in the text that follows.

## **A. METER INACCURACY**

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

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

### ***Problem # 1: Failure of Meters and Other Mechanical Devices***

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

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

### ***Problem # 2: Lack of System Capabilities***

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

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

### ***Problem # 3: Budgetary Limitations***

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

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

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

## **B. SERVICE THEFT**

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

### **1. INTENTIONAL SERVICE THEFT**

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

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

***Problem # 1:*** Incorrect Piping Arrangements.

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

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

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

**Problem #2:** Usage on "Inactive" Accounts

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

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

**Problem # 3:** Emergency Meter Bypasses

**Problem Explanation:** The abuse of large meter emergency bypasses contributes to the theft of service problem. Open meter bypasses are especially difficult to identify when it represents only a portion of total usage. For example, a bypass could be partially opened thus allowing unmetered service and yet not prompting action since an account billing is being generated.

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

**Problem # 4:** Fire Hydrant Abuse

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

**Solution # 4:** WCA will review the existing policies and procedures as they relate to fire hydrants. If there appears to be any revenue enhancement potential that can be acted upon,

recommendations will be made to the Department. These recommendations will include a benefit to cost analysis of any suggested solutions.

## **2. UNINTENTIONAL SERVICE THEFT**

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

- o Incorrect Piping Arrangements
- o Incorrect Account Data

### ***Problem # 1:*** Incorrect Piping Arrangements

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

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

### ***Problem # 2:*** Incorrect Account Data

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

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

## **C. UNMETERED FIRELINES**



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

***Problem # 1:*** Unauthorized taps on Unmetered Firelines

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

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

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

- o Focus research on recently annexed areas and within areas of the system built during periods of rapid growth.
- o Research a random sample of that portion of the account population with known firelines.
- o Site inspections of a property always include an inspection of the fire protection system components.
- o In the case of large-scale installations with pressure alarms, a non-intrusive portable flowmeter will be utilized to verify unauthorized flow.
- o Other relevant databases of information such as State or Local fire insurance records can be compared to Departmental data regarding fireline billings.
- o The piping arrangement present in any location is traced and identified to the greatest extent possible.

**D. OTHER SYSTEM DEFICIENCIES AND UNBILLED SERVICES**

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

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

**Problem # 1:** Incorrect Account Data

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

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

**Problem # 2:** Abuse of Submeter Allowances

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

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

**Problem # 3:** Unknown Accounts

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

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

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

A clear understanding of the billing policy of the City is absolutely critical to the success of the project. A lack of understanding will result in two things. The first is missed opportunity, defined as lower than expected discovery of Increased Revenue. The second is that submittals

which are tendered to the City for review will be incorrect and thus rejected. An error in billing on an Account cannot be ferreted out without first gaining a working knowledge of the way things should be.

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

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

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

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

Contract Term - It is anticipated that the period of time necessary for the “Work”, (described in Section 4, Task I. Steps 2-8 and Task II.) for this project is three years. In addition, renewal option should be included. Because every Contract undertaken by WCA in years past

has proven to be unique – in terms of results and the amount of time necessary to produce those results - adequate opportunity for the City to achieve maximum benefit must be allowed.

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

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

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

## **Exception, General Conditions Statement, Miscellaneous Statements**

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

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

### **General Conditions Compliance Statement**

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

### **Miscellaneous**

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

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

**Addenda:** WCA acknowledges receipt of three (3) Addenda to the RFP.

## **Value Added Services**

The experience of WCA is not limited to water and sewer. WCA offers a very significant amount of South Florida experience in validating the accuracy of Stormwater and Solid Waste fees for service rendered by our City and County clients. WCA offers that same experience to the City of Miami Beach at the same terms and conditions as stated in this RFP response. Stated simply, should the City choose to authorize WCA to validate Stormwater and Solid Waste, WCA would only be paid the performance fee share of any **collected** Increased Revenue generated under the Contract.

## APPENDIX D REVENUE PROPOSAL FORM

**Failure to submit the Revenue Proposal Form, in its entirety and fully executed, by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Proposer affirms that the Proposed Revenue Sharing Rates stated on the Revenue Proposal Form are inclusive of all costs borne by the Proposer relating to the scope of the project; and Proposer affirms that no claim will be made on account of any increase in research costs, wages, material prices, delivery delays, taxes, insurance, cost indexes or on any other account.

The Revenue Proposal Form shall be completed mechanically or, if manually, in ink. **Revenue Proposal Form completed in pencil shall be deemed non-responsive.** All corrections on the Revenue Proposal Form shall be initialed.

Description		Proposed Revenue Sharing Rate to the City	Gross Savings (*for calculation purposes only)	Net Revenue to the City
1.	Revenue Share for Cost Savings Realized by the City as a Result of the Revenue Enhancement Study/Recovery	<u>55</u> %	\$100,000*	<u>\$55,000</u>
2.	Revenue Share for Cost Savings/Avoidance/Efficiencies Realized by the City as a Result of Recommendations for Future Efficiencies	<u>90</u> %	\$100,000*	<u>\$90,000</u>
<b><sup>1</sup>Total Net Revenue to the City*</b>				<u>\$145,000</u>

<sup>1</sup>Basis for Allocation of Revenue Points.

Bidder's Affirmation	
Company:	<u>ISI Water Company - aka Water Company of America</u>
Authorized Representative:	<u>Steve Hooper</u>
Address:	<u>5215 Fidelity St, Houston TX 77029</u>
Telephone:	<u>(281) 352-0047</u>
Email:	<u>steve@watercompanyofamerica.com</u>
Authorized Representative's Signature:	<u>[Signature]</u>

Note: Revenue sharing rates shown above are based on a sixty (60) month revenue sharing period.

[Signature]

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
ISI WATER COMPANY**

The undersigned being all of the members of the Board of Directors of ISI Water Company a Texas corporation (the "Company"), do hereby consent to the adoption of the following resolutions, effective the 1st day of March 2018:

Whereas the Board of Directors of the Company wishes to designate certain persons to execute contracts on behalf of the Company and its subsidiaries;

Now, be it RESOLVED that each of the following individuals, namely Timothy Herbert, and Steve Hooper, are hereby authorized to and directed to enter into contracts on behalf of the Company, and execute agreements with governmental authorities or other entities in connection with such contracts, effective on the date of this resolution and until such authority is withdrawn by further resolution of the Board or by the President of the Company; and

Further, RESOLVED that the resolution shall be filed with the minutes of the proceedings of the Board of Directors of the Company.

In witness whereof, the undersigned have executed this resolution effective as of the date above written.



\_\_\_\_\_  
Timothy Herbert

## **Tab 5 Public Benefit**

Addendum #1 of the RFP states that the City maintains a 501 (C)(3) that is used to support the educational initiatives of the Mayor and City Commission. Proposers may propose a recurring or non-recurring financial contribution to the educational initiatives 501 (C)(3).

In response to this RFP, WCA proposes a financial contribution equal to ½ of 1% (.005%) of the WCA Share of Increased Revenue received by WCA under the Contract, if awarded.