

**TOWN OF CUTLER BAY  
REQUEST FOR PROPOSALS  
RFP #17-03  
UTILITY INVOICE AUDITING SERVICES**

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**SUBMITTAL DUE DATE:**

**TBA**

**TIME:**

**3:00 PM**

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**“MANDATORY” PRE-RFP RESPONSE MEETING:**

**TBA**

**10:00 AM**

**REQUEST FOR PROPOSALS**  
**RFP #17-03**  
**UTILITY INVOICE AUDITING SERVICES**  
**TOWN OF CUTLER BAY**

The Town of Cutler Bay is requesting proposals from qualified firms to provide for **UTILITY INVOICE AUDITING SERVICES** for the Town of Cutler Bay. **Interested contractors should visit the Town’s website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Request for Proposal package. Packages may also be picked up at the following location, during normal business hours.**

**Town of Cutler Bay**  
**10720 Caribbean Blvd., Suite 105**  
**Cutler Bay, FL 33189**

Sealed submittals including one (1) original and four (4) copies of the submittal plus a CD containing all documents submitted must be received no later than **3:00 PM** on **TBA** and be clearly marked on the outside, **“RFP #17-03 UTILITY INVOICE AUDITING SERVICES”**, by **Debra E. Eastman, MMC, Interim Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

The Town will conduct a **Mandatory Pre-RFP Response Meeting on TBA at 10:00 AM Town Hall Council Chambers (10720 Caribbean Blvd., Suite 115, Cutler Bay FL 33189)**

Late Submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

Pursuant to Town Code, public notice is hereby given that a “Cone of Silence” is imposed concerning the Town’s competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals  
Town Manager

**SECTION I  
TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03**

**INTRODUCTION**

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive proposals for the selection of a contractor to provide **UTILITY INVOICE AUDITING SERVICES**.

The Town intends to execute an agreement with a selected Contractor to provide such services.

**1. SCHEDULE OF EVENTS**

<b>No</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	Advertisement/ Distribution of RFP & Cone of Silence Begins	TBA	9:00 AM
2	<b><u>Mandatory Pre-RFP Response Meeting</u></b> 10720 Caribbean Blvd. Council Chambers, Suite 115 Cutler Bay, Florida 33189	<b>TBA</b>	<b>10:00 AM</b>
3	Deadline to Submit Questions	TBA	1:00 PM
4	Deadline to Town Responses to Questions	TBA	5:00 PM
5	<b>Deadline to Submit RFP-Response</b>	<b>TBA</b>	<b>3:00 PM</b>
6	Evaluation of Proposals	TBA	8:00 AM thru 5:00 PM
7	Announcement of selected Contractors/Cone of Silence Ends	TBA	9:00 AM

\*The Town reserves the right to change the scheduled dates and time.

## **1.1 Defined Terms**

Terms used in these Instructions to Proposers are defined and have the meaning assigned to them. The term "Proposer" means one who submits a proposal directly to the Town as distinct from a Sub-Contractor, who submits a proposal to the Proposer. The term "Successful Proposer" means the best, qualified, responsible and responsive Proposer to whom the Town (on the basis of Town's evaluation as hereinafter provided) makes an award. The term "Town" refers to the Town of Cutler Bay, a municipal corporation of the State of Florida. The term "Proposal Package" includes all items as listed and identified in Section IV. The term "Contractor" shall mean the individual(s) or firm to whom the award is made or also referred to as the Successful Proposer. The term "Contractor Administrator" shall mean the Town Manager or his designee.

## **2. GENERAL**

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

## **3. PROPOSAL REQUIREMENTS**

### **3.1 Scope of Services Proposed**

Clearly describe how Contractor will perform the Scope of Services proposed, including a work plan and an explanation of methodology to be followed to perform the Services required in this RFP.

### **3.2 Proposer Qualifications**

This section of the proposal should give a description of the proposer, including the size, range of activities, and number of years of relative experience with municipal accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. This section must also identify the contact person and telephone number.

### **3.3 Proposal Package**

All proposals shall be submitted on the Town provided Proposal Package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. For further information, as to the Instructions to Proposers or the Proposal Package contact Debra E. Eastman, MMC, Interim Town Clerk at (305) 234-4262 or Email: [deastman@cutlerbay-fl.gov](mailto:deastman@cutlerbay-fl.gov).

### **3.4 Acknowledgment of Agreement Terms**

An acknowledgement of the acceptance of the terms of the Agreement should be included as a part of Proposal. Any exceptions to terms of this Agreement should be included in the exceptions section of the Proposal.

#### 4. MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers or their representatives are required to attend a mandatory Pre-RFP Response Meeting on **TBA at 10:00 AM**, Town Hall Council Chambers, 10720 Caribbean Blvd., Suite 115, Cutler Bay, Florida. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the Services and specifications will be answered, and Proposers will be able to familiarize themselves with conditions that may affect the proposal prices.

All Proposers shall be held responsible at this time to fully investigate the scope of work to be undertaken based on the Special Conditions and Proposal Detail Requirements included.

#### 5. SUBMISSION OF PROPOSAL

One (1) original and four (4) copies of the submittal plus a CD containing all documents shall be submitted no later than **TBA at 3:00 PM** to the Office of the Town Clerk, Town Hall, 10720 Caribbean Blvd., Suite 105, Florida 33189, in a sealed envelope which must be plainly marked on the outside:

##### UTILITY INVOICE AUDITING SERVICES

RFP #17-03

Town of Cutler Bay

Office of the Town Clerk

10720 Caribbean Blvd., Suite# 105

Cutler Bay, Florida 33189

Proposals will be publicly opened and read. All Proposers and/or their representative designees are invited to be present.

Proposals shall be typed or printed in ink. Use of erasable ink is **not** permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer, by submitting this proposal, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

#### 6. POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Debra E. Eastman, MMC, Interim Town Clerk, Email: [deastman@cutlerbay-fl.gov](mailto:deastman@cutlerbay-fl.gov) on or before **TBA at 1:00 PM**. The Town shall **not** be responsible for oral interpretations given by any Town employee or its representative.

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Town of Cutler Bay

Utility Invoice Auditing Services

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**7. EVALUATION METHOD AND CRITERIA**

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>Maximum Points</u>
Cost	50
Proposer Qualifications	25
Scope of Services / Plan	20
References (Relevant Experience)	5
TOTAL	100

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are “responsible and responsive”.

**8. DESCRIPTION OF EVALUATION CRITERIA(S):**

**COST (50 POINTS):** Each proposer shall provide unit pricing based on the Scope of Services outlined in Section III Detailed Specifications this RFP.

**PROPOSER QUALIFICATION (25 POINTS):** Each proposer shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The firm should also submit proof of insurance as a part of the qualifications portion of their proposal.

**SCOPE OF SERVICES (20 POINTS):** Each proposer will be evaluated on their approach on how the Scope of Services will be met and the operational plan. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to contract must also be included.

**REFERENCES (Relevant Experience) (5 POINTS):** As part of the proposal evaluation process, the Town will conduct an investigation of references, including a record check or consumer affairs complaints. Proposer’s submission of a proposal constitutes acknowledgment of the process and consent to investigate. The Town is the sole judge in determining Proposers qualifications.

The Town may require short-listed Proposer’s to perform an oral presentation in support of their Proposal or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Selection Committee or the Town Manager. If required, Proposers will be notified in writing prior to the date of such a presentation.

## 9. CLARIFICATION AND ADDENDUM(S)

If any person contemplating submitting a proposal under this RFP is in doubt as to the true meaning of the specifications or other documents or any part thereof, the proposer must submit to the Town of Cutler Bay, Town Clerk on or before **TBA at 1:00 PM**, and a request for clarification via fax (305) 234-4251 or Email: [deastman@cutlerbay-fl.gov](mailto:deastman@cutlerbay-fl.gov). All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the RFP, if made, will be made only by Addendum duly issued by the Town of Cutler Bay, Town Clerk. A copy of such Addendum will be posted on the Town's website under RFP's. However, it is the Proposer's responsibility to ensure that it has received and reviewed all addenda prior to submitting the Proposal and the Town shall not be responsible for failure to send addenda to Proposers receiving the RFP. Proposers should acknowledge receipt of all addenda in the space designated on the proposal form. In the event of conflict with the original Contract Documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addendum only to the extent specified.

## 10. ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of forty-five (45) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall upon opening, constitute an irrevocable offer for goods and services until accepted by the Town Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within forty-five (45) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of forty-five (45) calendar days from the date of proposal opening.

A Proposer may withdraw his proposal after the expiration of forty-five (45) days from the date of proposal opening by delivering written notice of withdrawal to the Town Manager's Office prior to award of contract by the Town Council.

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each proposer agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

## 11. PROPOSAL BOND

Each Proposal must be accompanied by a Proposal Bond or Cashier's Check, in an amount of **Five Thousand and NO/100 (\$5,000.00)**. All Proposal Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Proposal Bonds for all unsuccessful Proposals shall be returned after the ninety (90) day period. The purpose of the Proposal bond is to ensure that proposals are honored and that they remain valid for the required period.

Accordingly, Proposal bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least forty-five (45) days after proposal opening.

## **12. PERFORMANCE AND PAYMENT BOND**

Within ten (10) working days following Notice Of Award by the Town, the successful Proposer shall furnish to the Town of Cutler Bay, a Performance Bond in the amount of **Twenty Thousand and NO/100 (\$20,000.00)** for the period of the contract (to be determined at the time of award). The Performance and Payment Bond can be in the form of a Cashier's Check, made payable to the Town of Cutler Bay (Please note that Cashier's Checks will be deposited into an escrow account for the term of the contract); a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

**12.1** Attorney's-in-fact, who sign the Proposal Bond, Performance Bond and Payment Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached thereto.

**12.2** Proposer must submit Bond forms attached thereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

## **13. AWARD OF CONTRACT**

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Proposer; however, the Town reserves the right to award the contract to two (2) Proposers or more if the Town deems it is in the Town's best interest.

The Contract will be awarded only to a responsible Proposer(s) licensed, and qualified by experience to perform the Scope of Work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in similar work and that he is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Work. Proposer shall be insured, licensed and certified by all applicable Local, County and State agencies.

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the Successful Proposer shall submit a revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.

#### **14. CONTRACT DELIVERY/PERIOD AND PLACE OF PERFORMANCE**

The Contractor will provide a detailed report to include inventory data, discrepancies found, potential credits or refunds, compensation for each discrepancy, and action plan and best practices for future utility invoices.

Contractor will perform the tasks by visiting all of the Town's Administrative Offices and locations, with certain tasks performed remotely and with prior approval from the Town Manager or his designee.

The Contractor will successfully complete all illustrated tasks starting at the contract signature date through to the delivery of the results of work performed. The Town will review the delivery and will advise the Contractor of the next steps.

#### **15. COMPENSATION AND PAYMENT**

15.1 The Contractor shall be compensated in the following manner:

\_\_\_ A lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for Contractor to complete the Scope of Services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by the Town. The bill[s] shall identify the services completed and the amount charged.

\_\_\_ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Contractor shall not exceed \$\_\_\_\_\_, without the prior written approval of the Town. Contractor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the Town. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

15.2 The Town shall pay Contractor in accordance with the Florida Prompt Payment Act.

15.3 If a dispute should occur regarding an invoice submitted, the Town Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Town Manager whose decision shall be final.

**16. NEGOTIATIONS**

The Town reserves the right to enter into Contract negotiations with the selected Proposer. If the Town and the selected Proposer cannot negotiate a successful contract, the Town may terminate such negotiations and begin negotiations with the next selected Proposer, reject all proposals or re-advertise the contract. No Proposer shall have any rights against the Town arising from such negotiations.

**17. LAWS/ORDINANCES**

The Proposer shall observe and comply with all Federal, State, Local and Municipal laws, ordinances, rules and regulations that would apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

**18. ERRORS AND OMISSIONS**

The Town is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the request for proposals and Instructions to Proposers may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

**19. WARRANTIES OF USAGE**

No warranty is given or implied by the Town as to any components listed in this RFP and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the proposal and to increase or decrease locations of Proposers proposal to meet additional or reduced requirements of the Town.

**20. ASSIGNMENT**

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him, without the previous written consent of the Town Manager or his designee.

**21. COLLUSION**

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the Town. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**22. CONE OF SILENCE**

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification ("RFQ") or Proposal, between:

A potential vendor, service provider, proposer, Proposer, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and Proposal after the advertisement of said RFQ, RFP, or Proposal. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-Proposal conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the Town Council during any duly noticed public meeting;
- 4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or Proposal documents. The Proposer or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- 5) communications regarding a particular RFQ, RFP or Proposal between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- 6) communications with the Town Attorney and his or her staff;
- 7) duly noticed site visits to determine the competency of proposers regarding a particular Proposal during the time period between the opening of Proposals and the time the Town Manager makes his or her written recommendation;
- 8) any emergency procurement of goods or services pursuant to Town Code;
- 9) responses to the Town's request for clarification or additional information;
- 10) contract negotiations during any duly noticed public meeting;
- 11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney at (305) 854-0800 for any questions concerning the Cone of Silence compliance.

Violation of the Cone of Silence by a particular Proposer or proposer shall render any RFQ award, RFP award or Proposal award to said Proposer or proposer voidable by the Town Council and/or Town Manager.

## **23. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS**

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

### **23.1 VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE**

#### 1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- (E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

#### 2. Disqualification

- (A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

## **24. LOBBYIST REGISTRATION**

Proposers must also comply with all Town Charter sections and Code Provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information. Proposers shall complete a "Lobbyist Registration for Oral Presentation" form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

**25. PUBLIC RECORDS LAW**

The Town Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Contractor shall be withheld until all records are received as provided herein. Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Custodian of Public Records.

Custodian of Records: Debra E. Eastman, MMC - Interim Town Clerk  
Mailing address: 10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189  
Telephone number: (305) 234-4262  
Email: [deastman@cutlerbay-fl.gov](mailto:deastman@cutlerbay-fl.gov)

**END OF SECTION**

**SECTION II  
SPECIAL CONDITIONS**

**1. INSURANCE REQUIREMENTS**

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

**1.1 Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with minimum limits of \$500,000 each accident.

**1.2 General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This policy of insurance shall be written in an "occurrence" based format.

**1.3 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

**1.4 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at their sole option terminate this Agreement effective on the date of such lapse of insurance.

Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the Town of Cutler Bay and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Town of Cutler Bay  
Attention: Town Clerk's Office  
10720 Caribbean Blvd., Suite# 105  
Cutler Bay, Florida 33189

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

### **1.5 Insurance Company and Agent**

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

## **2. SAFETY**

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable Federal, State, County, and Local laws, ordinances, codes, and regulations. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Town reserves the right, but is not obligated to make safety inspections at any time the successful Proposer is on Town property and to ensure safety rules are not being violated.

## **3. SUB-CONTRACTORS**

### **3.1 Sub-Contractors Terms**

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town.

### **3.2 Sub-Contractors Agreement**

Written approval by the Town Manager or his designee will be required, prior to hiring any subcontractor. All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor.

#### 4. PUBLIC ENTITY CRIMES STATEMENT

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

#### 5. DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

#### 6. PERFORMANCE AND PAYMENT BOND

Simultaneous with the delivery of the executed contract to the Town, the Contractor shall furnish to the Town an executed performance and payment bond in the amount of **Twenty Thousand and NO/100 (\$20,000.00)** of the annual Proposal amount, as security for the faithful performance of the contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith. It shall be submitted on forms provided. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the contract, and shall fully indemnify and save harmless the owner for all costs and damages he may suffer by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

#### 7. INSPECTION, DIRECTION, AND PAYMENT

##### 7.1 Direction

The work will be conducted under the general direction of the Town Manager or his designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Town Manager or his designee nor shall the presence of an inspector relieve the Contractor from any requirements of the Contract.

##### 7.2 Inspection

The Town's Manager's representative will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined will result in payment withholding until compliance is received and approval granted.

### **7.3 Payment**

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Invoices will be verified by checking them against Landscape Maintenance Report forms that were approved for payment during the time period being invoiced. The Town shall pay the Contractor pursuant to the Florida Prompt Payment Act.

**END OF SECTION**

**SECTION III  
DETAILED SPECIFICATIONS**

**1. SCOPE OF SERVICES**

The work includes, but may not be limited to utility invoice auditing services in evaluating and auditing utility bills, such as telephone, electric, gas, water, cable, etc. to achieve utility bill credits and/or refunds. After reviewing and auditing the Town's utility bills, the chosen vendor will identify areas for credits and refunds from incorrect charges, non-existent services, or wrong tariff rates.

- 1.1 The Town of Cutler Bay is requesting sealed proposals from qualified Proposers, to provide professional Utility Invoice Auditing Services.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary as directed by the Town Manager or his designee per work order, conducive with a safe, neat, and clean environment.

**2. GENERAL REQUIREMENTS**

All work areas shall be maintained according to the following standards for Utility Invoice Auditing services including to provide utility auditor services in evaluating and auditing utility bills, such as telephone, internet, electric, gas, water, cable, etc. to achieve utility bill credits and refunds. The work shall be assigned as directed by the Town Manager or his designee. The following is a detailed listing of general requirements that must be included in base bid unless specified as a "separate billing" item:

- 2.1 **Analyze each utility invoice for each location** - Vendor will review every rate for every item billed to determine if it is billed in accordance with prevailing tariff regulations.
- 2.2 **Perform a physical inventory of equipment at each location** - Vendor will perform an inventory for each of the City's billing location. Inventory will include, but not limited to, location, service provider, first in-use date, active vs. retired status, serial or asset tracking number.
- 2.3 **Reconciliation** - Vendor will compare the completed inventory with the appropriate service provider invoices. Vendor will identify services being billed for assets not found and assets found that are not being billed.
- 2.4 **Claims** - Vendor, upon the City's sole discretion and approval, will submit the billing discrepancies to the appropriate service provider. Vendor will request that the service provider provide a refund or credit to the City's account for each discrepancy.
- 2.5 **Compensation** - Vendor's compensation will be based on the discrepancies found that the City chooses to move forward with. Vendor is only compensated on findings the City approves and actually receives. In the event the City declines to move forward with any or all discrepancies, the City will not pay for any of the services performed.

**END OF SECTION**

**SECTION VI  
TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03**

**AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Town of Cutler Bay, Florida (the "Town") and \_\_\_\_\_ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

**1. SCOPE OF WORK**

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work as outlined in the Request for Proposal No. 17-03 for UTILITY INVOICE AUDITING SERVICES ("RFP"), including the Detailed Specifications set forth herein, which RFP is incorporated herein by reference and made a part hereof, and the terms and conditions of this Agreement (the "Work").

**2. COMPENSATION/PAYMENT**

**2.1** The Contractor shall be compensated in the following manner:

\_\_\_\_\_ A lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for Contractor to complete the Scope of Services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by the Town. The bill[s] shall identify the services completed and the amount charged.

\_\_\_\_\_ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Contractor shall not exceed \$\_\_\_\_\_, without the prior written approval of the Town. Contractor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the Town. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

**2.2** The Town shall pay Contractor in accordance with the Florida Prompt Payment Act.

**2.3** If a dispute should occur regarding an invoice submitted, the Town Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written

documentation to justify the invoice. Any compensation disputes shall be decided by the Town Manager whose decision shall be final.

**3. TERM**

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional one (1) year terms (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Contractor no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term. Contractor agrees that time is of the essence and Contractor shall perform and complete the Work within the time frames set forth in the RFP and as provided in this Agreement, unless extended by the Town Manager.

**4. PROTECTION OF PROPERTY AND THE PUBLIC; SAFETY**

The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

- 4.1** The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and Local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

**5. INDEMNIFICATION**

- 5.1** The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 5.2** To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

## **6. AGREEMENT DOCUMENTS**

The following documents shall, by this reference, be incorporated and made a part of this Agreement:

- Request for Proposals No. 17-03 for UTILITY INVOICE AUDITING SERVICES;
- All Addendums issued to the RFP;
- Agreement;
- Proposal of Contractor;
- Detailed Specifications;
- Qualification Statement;
- Public Entity Crime Form;
- Insurance Certificates

## **7. CONTRACTOR'S EMPLOYEES**

- 7.1** The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 7.2** Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 7.3** Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 7.4** The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 7.5** All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

## **8. INSURANCE**

The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

### **8.1 Worker's Compensation and Employer's Liability Insurance**

Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy (ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

## **8.2 Comprehensive Automobile and Vehicle Liability Insurance**

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

## **8.3 Commercial General Liability**

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

## **8.4 Certificate of Insurance**

Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

## **8.5 Additional Insured**

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner

as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

**9. ASSIGNMENT AND AMENDMENT**

No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor has been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**10. TERMINATION**

**10.1** The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause is the Contractor defaults on any material term of this Agreement. Upon receipt if the Town's written notice of termination, Contractor shall immediately stop all Work as of the date specified in the notice of termination, unless directed otherwise by the Town Manager.

**10.2** Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

**11. GOVERNING LAW**

The law of the State of Florida shall govern this Agreement and venue for and any action shall be brought in Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement or to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys' fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

**12. PUBLIC RECORDS LAW**

The Town Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Contractor shall be withheld until all records are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records.

Custodian of Records: Debra E. Eastman, MMC - Interim Town Clerk

Mailing address: 10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

Telephone number: (305) 234-4262

Email: [deastman@cutlerbay-fl.gov](mailto:deastman@cutlerbay-fl.gov)

**13. INSPECTION AND AUDIT**

During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

**14. SEVERABILITY**

If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

**15. WAIVER OF JURY TRIAL**

The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

**16. COUNTERPARTS**

This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

**17. INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

**18. ACCIDENT PREVENTION AND REGULATIONS**

Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

**19. BACKGROUND CHECKS**

The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

**20. LAWS, RULES & REGULATIONS**

Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Contractor shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

**21. POLICY OF NON-DISCRIMINATION**

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

**22. NON-WAIVER**

The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.

**23. NOTICES**

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Contractor:

Town of Cutler Bay  
10720 Caribbean Blvd., Suite# 105  
Cutler Bay, FL 33189  
Attention: Town Clerk

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

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY, a Florida Municipal Corporation

By: \_\_\_\_\_  
Debra E. Eastman, MMC Interim Town Clerk

By: \_\_\_\_\_  
Rafael G. Casals, Town Manager

By: \_\_\_\_\_  
Town Attorney

Town Resolution # \_\_\_\_\_

Signed, sealed and witnessed in the presence of:

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

(\* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

**SECTION VII  
PROPOSAL REQUIREMENTS CHECKLIST  
RFP #17-03**

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

<b>Section 1.01      CHECK LIST</b>	<b>FORMS ATTACHED</b>	
Proposal Package: One (1) original, Four (4) copies, and a CD	Yes _____	No _____
Proposal Form	Yes _____	No _____
List of Proposed Sub-Contractors	Yes _____	No _____
Contract/Agreement	Yes _____	No _____
Proposal Confirmation	Yes _____	No _____
Equipment List	Yes _____	No _____
Scope of Services/Plan	Yes _____	No _____
Proposer's Qualifications	Yes _____	No _____
Proposer's References	Yes _____	No _____
Indemnification Clause	Yes _____	No _____
Non-Collusive Affidavit	Yes _____	No _____
Drug-Free Workplace Form	Yes _____	No _____
Sworn Statement on Public Entity Crimes	Yes _____	No _____
Exception to the Request for Proposals	Yes _____	No _____
Proposal Bond	Yes _____	No _____
Performance Bond	Yes _____	No _____
Addendum Acknowledgement Form	Yes _____	No _____
Anti-Kickback Affidavit	Yes _____	No _____
Proof of Insurance	Yes _____	No _____









**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
PROPOSER'S QUALIFICATIONS (CONTINUED)**

**NOTE:** This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

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

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

Principals: \_\_\_\_\_ Titles: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. List Principals Licensed:

Name(s): \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

3. How long has your company been in business and so licensed? \_\_\_\_\_

4. If Proposer is an individual or a partnership, answer the following: \_\_\_\_\_

- a. Date of organization: \_\_\_\_\_

**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
PROPOSER'S QUALIFICATIONS (CONTINUED)**

b. Name, address and ownership units of all partners:

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c. State whether general or limited partnership: \_\_\_\_\_

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

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5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

---

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a. Under what other former names has your organization operated?

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7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
PROPOSER'S QUALIFICATIONS (CONTINUED)**

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

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8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

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- b. State the name of the individual(s) and titles that will have personal supervision of the work:

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9. List name and title of persons in your company who are authorized to enter into a Contract with the Town of Cutler Bay, Florida for the proposed work should your company be the Successful Proposer.

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone #: \_\_\_\_\_

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

**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
PROPOSER'S QUALIFICATIONS (CONTINUED)**

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Respectfully submitted

(CORPORATE SEAL)

\_\_\_\_\_  
Company - Contractor

**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
PROPOSER'S QUALIFICATIONS (CONTINUED)**

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_ (Seal)  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor Signature

**END OF SECTION**

**SECTION XII**  
**TOWN OF CUTLER BAY**  
**UTILITY INVOICE AUDITING SERVICES**  
**RFP #17-03**  
**REFERENCES**

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, Town, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone :(\_\_\_\_) \_\_\_\_\_  
Location: \_\_\_\_\_ Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

2. Name of Firm, Town, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone :(\_\_\_\_) \_\_\_\_\_  
Location: \_\_\_\_\_ Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

3. Name of Firm, Town, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone :(\_\_\_\_) \_\_\_\_\_  
Location: \_\_\_\_\_ Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

4. Name of Firm, Town, County or Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone :(\_\_\_\_) \_\_\_\_\_  
Location: \_\_\_\_\_ Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

**NOTE:** Additional references may be attached and provided.

**SECTION XIII  
TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
INDEMNIFICATION CLAUSE**

**The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contractor.** The Proposer shall indemnify and hold harmless the Town Council, the Town of Cutler Bay, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

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

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

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



**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

) SS:

County of \_\_\_\_\_ )

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

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires:

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

**END OF SECTION**

**SECTION XV  
TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_  
\_\_\_\_\_ does:

(Name of Business)

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

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

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

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

**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
SECTION 287.133(3) (a), FLORIDA STATUTES  
(CONTINUED)**

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

1. This sworn statement is submitted to the Town of Cutler Bay

by \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of entity submitting sworn statement]

whose business address is

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

7. I understand than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

- c. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

**END OF SECTION**

**SECTION XVI  
TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
SECTION 287.133(3) (a), FLORIDA STATUTES**

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

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Proposer's Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public State of Florida at Large

\_\_\_\_\_  
(Type of identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned  
Name notary public)

**END OF SECTION**



**SECTION XVIII  
TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal and Contractor, and \_\_\_\_\_

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five-thousand dollars (\$5,000.00).

Five Thousand Dollars  
\_\_\_\_\_  
(Written Dollar Amount)

dollars (\$ 5,000.00 ) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

**UTILITY INVOICE AUDITING SERVICES**  
**TOWN OF CUTLER BAY**  
**RFP # 17-03**

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of five thousand dollars (\$5,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to **Five Thousand and NO/100 (\$5,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said \_\_\_\_\_ as Principal herein, has caused these presents to be signed in its name by its \_\_\_\_\_ and attested by its \_\_\_\_\_ under its corporate seal, and the said \_\_\_\_\_ as Surety herein, has caused these presents to be signed in its name by its \_\_\_\_\_ and attested in its name by its \_\_\_\_\_ under its corporate seal, this day of \_\_\_\_\_ A.D., 2017.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

As to Principal

As to Surety

PRINCIPAL: \_\_\_\_\_

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

NAME: \_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in-Fact  
(Power-of-Attorney to be attached)

BY: \_\_\_\_\_  
Resident Agent

**END OF SECTION**

**SECTION XIX**  
**TOWN OF CUTLER BAY**  
**UTILITY INVOICE AUDITING SERVICES**  
**RFP # 17-03**  
**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and \_\_\_\_\_, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of **Twenty Thousand and NO/100 (\$20,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, UTILITY INVOICE AUDITING SERVICES, RFP# 17-03, awarded via Town of Cutler Bay Resolution # \_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_, 2017 with Owner for \_\_\_\_\_ in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for UTILITY INVOICE AUDITING SERVICES ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

**Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:**

**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

**No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.**

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Signature and Title

**[CORPORATE SEAL]**

\_\_\_\_\_  
Type Name and Title signed above

**TOWN OF CUTLER BAY  
UTILITY INVOICE AUDITING SERVICES  
RFP #17-03  
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

IN THE PRESENCE OF:

INSURANCE COMPANY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

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

\_\_\_\_\_  
Town/State/Zip Code

Telephone No.: \_\_\_\_\_

**END OF SECTION**



