



TROY & BANKS

TOWN OF CUTLER BAY, FL

Request for Proposals

RFP #17-03

UTILITY INVOICE AUDITING SERVICES

Monday, July 10, 2017 - 3:00 PM

CONTACT:

Troy & Banks, Inc.

Thomas T. Ranallo, President

2216 Kensington Avenue

Buffalo, New York 14226

(716) 839-4402 / (716) 839-4452 fax

tranallo@troybanks.com

www.troybanks.com

TROY & BANKS, INC.

July 10, 2017

Ms. Debra E. Eastman, MMC
Town Clerk
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

RE: RFP #17-03

Dear Ms. Eastman:

It is with great pleasure that Troy & Banks, Inc. ("T&B") offers to serve the Town of Cutler Bay, FL ("Town") at the same high level of service and professionalism that makes Troy & Banks the choice of thousands of government and private clients.

We gladly submit this Response to the Request for Proposals to perform the Utility Invoice Auditing Services as requested by the Town of Cutler Bay.

Troy & Banks, founded in 1991, is the nation's #1 utility and telecommunications auditing company, with over 15,000 clients served and over \$500 million recovered from utility and telecommunications overcharges, billing errors, meter defects, improper tariffs applied, charges for non-existent services identified and future savings achieved.

Troy & Banks is a privately held, independent energy and telecommunications consulting company with operations throughout the United States. We have extensive experience working with municipalities, counties, government agencies, school districts and businesses in the audit and analysis of utility and communications systems.

Troy & Banks' proprietary methodology combines full data review with extensive "on the ground" inventory and inspection of a town's utility infrastructure including meters, transformers, back-ups, switches, lighting and a comprehensive of all of a town's facilities. Troy & Banks believes it is the only firm in the United States that engages in this "dig deep" methodology.

The result is an outstanding track record of delivering actual cash refunds and cash credits to counties, cities, towns, school districts and other government customers plus substantial and *verified* (not theoretical) future savings. Troy & Banks thoroughly documents and proves actual savings – not theory.

Of note is the fact that Troy & Banks has achieved excellent results for its municipal clients in the area of street lights – an often-overlooked and difficult-to-identify source of overcharges and incorrect billings. To identify these errors, unlike any other provider in this field, Troy & Banks conducts on-the-ground inventory and inspection of all city street lights. An example: Troy & Banks obtain a refund of over \$1.2 million for the City of Buffalo NY after confirming over 3,500 street lights were charged but no longer existed.

TROY & BANKS, INC.

Minimal Staff Time: An audit by Troy & Banks involves very little involvement on the part of the Town after we have obtained the initial paperwork. To initiate a review, the Town will simply provide us with one copy of each bill for every electricity, gas, water, garbage, telecommunications, and other utility accounts issued to the Town for the purpose of securing refunds for overpayment of utility and telecom costs. Troy & Banks is capable of extracting the necessary billing detail electronically. Our auditors will review the utility billing history for the previous five (5) years as per the State of Florida Statute of Limitations.

Unlike other firms that offer "utility billing services," Troy & Banks actually cross-checks the billings against actual physical inspection and inventory of a city's facilities.

Our auditors will implement our sophisticated and proven audit techniques on your historical billing in search of recovery and savings opportunities. Once errors are found, we will implement the necessary changes and recover overcharge refunds due as you approve them. We will monitor the accounts to verify that all changes are executed and refunds or credits are issued to the Town. Troy & Banks is only compensated from the amount of the refund or credit in the costs of service; we do not add to your overhead.

All refunds and credits are issued in the name of the Town, not Troy & Banks. We do not "handle" your money. Our fee for refunds is paid from funds you receive in refunds.

Troy & Banks is completely familiar with the rates, tariffs, rulings and regulations of the Florida Public Service Commission, the rate structures of the various telecommunications operators, data transmission companies and related utilities providers. *This in-depth knowledge of Florida allows T&B to offer a comprehensive utility and telecommunications cost audit – the best examples of which are Troy & Banks' success in recovering substantial refunds for Walton County; Cities of Maitland, Royal Palm Beach and Naples; Dixie District Schools and Orange County Public Schools.*

We are confident that the Town of Cutler Bay, Florida will conclude that our firm is the most experienced and qualified firm to conduct the Utility Invoice Auditing Services.

Troy & Banks understands, agrees with and accepts the scope of services and accepts all other requirements, terms, and conditions set by the Town for the audit.

I appreciate the opportunity to submit the enclosed proposal for your review. I can be reached at 1-800-499-8599. Thank you.

Sincerely,
TROY & BANKS, INC.

BY:



Thomas T. Ranallo, President

TTR/mbp

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

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

Section 1.01 CHECK LIST

FORMS ATTACHED

Proposal Package: One (1) original, Four (4) copies, and a CD	Yes <u>X</u>	No <u> </u>
Proposal Form	Yes <u>X</u>	No <u> </u>
List of Proposed Sub-Contractors	Yes <u> </u>	No <u>X</u> NOT APPLICABLE
Contract/Agreement	Yes <u>X</u>	No <u> </u>
Proposal Confirmation	Yes <u>X</u>	No <u> </u>
Equipment List	Yes <u>X</u>	No <u> </u>
Scope of Services/Plan	Yes <u>X</u>	No <u> </u>
Proposer's Qualifications	Yes <u>X</u>	No <u> </u>
Proposer's References	Yes <u>X</u>	No <u> </u>
Indemnification Clause	Yes <u>X</u>	No <u> </u>
Non-Collusive Affidavit	Yes <u>X</u>	No <u> </u>
Drug-Free Workplace Form	Yes <u>X</u>	No <u> </u>
Sworn Statement on Public Entity Crimes	Yes <u>X</u>	No <u> </u>
Exception to the Request for Proposals	Yes <u>X</u>	No <u> </u>
Proposal Bond	Yes <u>X</u>	No <u> </u>
Performance Bond	Yes <u>X</u>	No <u> </u>
Addendum Acknowledgement Form	Yes <u>X</u>	No <u> </u>
Anti-Kickback Affidavit	Yes <u>X</u>	No <u> </u>
Proof of Insurance	Yes <u>X</u>	No <u> </u>

**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 Troy & Banks, Inc. (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").

**** See also the Exception to the RFP proposing a performance basis percentage.**

2. COMPENSATION/PAYMENT

2.1 The Contractor shall be compensated in the following manner:

X A lump sum amount of \$ 19,500.00, 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 if the Contractor defaults on any material term of this Agreement. Upon receipt of 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 - Town Clerk

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

Telephone number: (305) 234-4262

Email: 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:

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

Contractor:

Troy & Banks, Inc.
2216 Kensington Ave.
Buffalo, NY 14226
Attn.: Thomas Ranallo

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 Town Clerk

By: _____
Rafael G. Casals, Town Manager

By: _____
Town Attorney

Town Resolution # _____

Signed, sealed and witnessed in the
presence of:

CONTRACTOR: Troy & Banks, Inc.

By: _____

By:  _____

Print Name: _____

Print Name: Thomas T. Ranallo

(*) 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 VIII
TOWN OF CUTLER BAY
UTILITY INVOICE AUDITING SERVICES
RFP #17-03
PROPOSAL CONFIRMATION**

In accordance with the requirements to provide UTILITY INVOICE AUDITING SERVICES, RFP #17-03, the undersigned submits the attached proposal.

The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. 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 years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for UTILITY INVOICE AUDITING SERVICES, RFP #17-03 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

Troy & Banks, Inc.

Proposer's Name

Thomas T. Ranallo
Signature

7/6/2017

Date

State of: New York

County of: Erie

The foregoing instrument was acknowledged before me this 6th day of July, 2017, by Thomas T. Ranallo, who is (who are) personally known to me or who has produced New York Driver License as identification and who did (did not) take an oath.

Molly B. Pancurak
Notary Public Signature

Molly B. Pancurak

Notary Name, Printed, Typed or Stamped

Commission Number: 01PA4813452

My Commission Expires: 07/31/2018

MOLLY B PANCURAK
Notary Public, State of New York
No. 01PA4813452
Qualified in Erie County
Commission Expires July 31, 2018

SECTION IX
TOWN OF CUTLER BAY
UTILITY INVOICE AUDITING SERVICES
RFP #17-03
EQUIPMENT LIST
(TYPE, CONDITION, YEAR, ETC.)

List equipment required to perform service:

No specialized equipment required other than general office supplies such as computers,
telephones, etc. which are all owned by Troy & Banks.

Note: Additional sheets may be attached if necessary

**SECTION X
TOWN OF CUTLER BAY
UTILITY INVOICE AUDITING SERVICES
RFP #17-03
SCOPE OF SERVICES / PLAN**

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used to include MSDS sheets for each and a list of equipment.

An audit by Troy & Banks involves very little input on the part of the Town after we have obtained the initial paperwork. To initiate a review, the Town will simply provide us with one copy of each bill for every telephone, electric, gas, water, cable, etc. service invoice issued to the Town. T&B is capable of extracting the necessary billing detail electronically. Our auditors will review the utility billing history for the previous five (5) years as per the State of Florida Statute of Limitations.

In order for Troy & Banks to perform our audit, we will need the following items from the

1. Copy of a summary account listing by vendor including account number and address, preferably in an electronic format - OR, if necessary, one (1) bill from each of the Town's accounts included in the audit.
2. An executed Client Agreement and Letter of Authorization form.

Our auditors will implement our sophisticated and proven audit techniques on your historical billing in search of recovery and savings opportunities. Once errors are found, we will implement the necessary changes and recover overcharge refunds due. We will monitor the accounts to verify that all changes are executed and refunds or credits are issued to the Town.

PLEASE SEE ADDITIONAL SHEETS ATTACHED.

Note: Additional sheets may be attached if necessary.

SCOPE OF SERVICES/PLAN

Methodology - continued:

Each step of the audit process requires that data is tracked and logged. Invoice copies, transcripts, account numbers, vendors and their representatives, phone numbers, fax numbers, e-mails, vendor addresses, updated tariff information, audit results, claim items, claim dates, claim results, refund results, public service complaint submissions, and hearing dates and resolutions all contribute to the data that needs to be managed, analyzed and organized.

Our auditors make sure that customers are only charged approved and agreed upon utility rates, tariffs, and service options. We research tariff options, billing histories, service classifications, rate changes, service option modifications, and contract changes.

For telecom auditing, T&B utilizes comparison tables for review of client telecom accounts. Our system determines if the rates for a given service are within the guidelines for the general service area of the client.

We work collectively with the carrier and the client in order to identify and to isolate any services which are either not present or not in use. T&B will, at their discretion, provide a technician on site to conduct an inventory of all services. Our technicians are highly trained former carrier technicians and work on site to build an active inventory along with service status information for use in our audit process.

We utilize all software resources which are available to our clients, i.e. CDs, online reporting and/or online billing utilities. Dependent on the vendor, we utilize any available reporting tools to determine the overall amount of usage for a given service, oversubscription, under subscription, zero use devices and so on.

Specifically, Troy & Banks will identify errors and submit claims to the service providers on behalf of the Town. At a minimum, T&B shall identify errors related to:

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

In addition to error detection, T&B will analyze rates and provide recommendations to reduce on-going costs. We will identify possible cost saving recommendations that will

TROY & BANKS, INC.

result in reduced expenses primarily through the identification of alternate tariffs and rates that may be available. Cost-savings recommendations are always subject to the review and approval of the City prior to implementation. Cost savings recommendations may include, but are not limited to:

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

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

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

The following is a general time schedule for the scope of work for the audit:

1. Analyze historical account billing for accuracy of charges for the utility vendors:
 - ✓ We will be able to start the audit immediately upon notification of award by the Town. It will take approximately 30-45 days to obtain the historical account billing. As soon as account information is received, we will start the analysis. It will then take about two to eight weeks to conduct the audit of all monthly charges.
2. Prepare a written report to the Town on any billing inaccuracies or discrepancies:
 - ✓ It will take about two weeks to prepare the written report on any billing inaccuracies or discrepancies following our detailed audit.
3. Prepare a written report on the recommended steps for the Town to take to correct billing inaccuracies and procure refunds, if applicable:
 - ✓ We estimate about two weeks to prepare the written report on the recommended steps for the Town to take, if applicable, following our analysis.

TROY & BANKS, INC.

4. Prepare a detailed list of recommendations, including implementation plan and estimated cost savings for each recommendation:
 - ✓ T&B will prepare the detailed list of recommendations at the conclusion of our audit.
5. Assist the Town in correcting billing inaccuracies, implementing recommendations and procuring refunds:
 - ✓ In general, it will take approximately six to eight months to assist the Town in correcting billing inaccuracies, implementing recommendations and procuring refunds.

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

PHASE I — AUDIT SET UP (Approx. 45 days)

- Compile client information (including invoice copies, account lists, facilities list, contact information, and contracts)
- Order transcripts from investor-owned, municipal and cooperative utility providers
- Organize data for audit phase

PHASE II — DETAILED AUDIT/Audit Software (Approx. 2-8 weeks)

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

**PHASE III — REFUND CLAIM NEGOTIATIONS
& COST SAVINGS IMPLEMENTATIONS** (Approx. 4-8 weeks)

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

T&B is committed to ensuring a timely and successful completion of every audit undertaken. All of our audits are monitored by an audit coordinator and tracked in our database. This helps to ensure that all audits are progressing smoothly. T&B also has a team dedicated to following up on requests for billing history, as well as claims submitted on your behalf, ensuring that requests for information and claims are responded to promptly.

T&B will provide the reports over the course of the audit. Standard reports include: Credit/Refund Request, Claim Spreadsheet, Inventory Report, Report on Refunds and

TROY & BANKS, INC.

Savings, and Audit Summary. These reports will be provided on a regular basis as we obtain the information, generally monthly but can be altered as desired by the Town.

Troy & Banks will provide the following of the General Requirements requested:

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

Methodology

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

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

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

T&B will audit invoices from and payments to your utilities suppliers. The audit will include a review of all applicable tariffs and riders. Our audit will ascertain whether the invoices are accurate and appropriate under tariffs and regulations. Our specialized audit software is designed to check for billing errors. If overbilling has occurred, we will prepare a claim letter, document our findings, and forward to the service providers requesting reimbursement plus interest. Our extensive experience has combined to produce millions of dollars in refunds and savings for our clients.

TROY & BANKS, INC.

An intricate part of Troy & Banks' success is the implementation of a "team approach" of specialists. Our staff has accumulated over 300 years of combined professional, "in the field", auditing and consulting experience. What distinguishes our firm from others is our comprehensive staff which includes former utility and telecommunication company executives, managers and field personnel. Our regulatory consultants worked extensively at the New York State Public Service Commission (PSC) in both the utility and telecommunications divisions.

The Troy & Banks "team" has successfully produced the following work product for our clients:

- * Negotiated over \$100 million in utility and telecommunication refunds
- * Reduced our clients' expenses in excess of \$500 million
- * Designed and negotiated hundreds of specialized contracts
- * Secured over five million dollars in payments for our clients through electric curtailment programs

Our consultants have:

- * Served with various State Public Service Commissions
- * Served as municipal account managers
- * Testified in Public Service Commission rate case proceedings
- * Executed over 1,000 electrical engineer site surveys
- * Represented major industrial consumers with respect to natural gas transportation contracts, cogeneration development, electric and natural gas litigation, hydroelectric power allocations and international trade law enforcement
- * Represented clients in a number of electric rate cases on a variety of avoided cost and rate matters
- * Represented major corporations and associations with respect to telecommunication tariffs, contracts, and FCC regulatory matters

In addition to Troy & Banks' utility and telecom management services, T&B handles commodity procurement for numerous municipalities, state agencies, public authorities, manufacturers and non-profit organizations and has been doing so for many years along with our bill auditing services for those agencies. T&B's energy procurement services team works together with our clients to develop a purchase strategy that fits the client's specific needs. Our knowledge of the marketplace and the products available will assist the Town in making the best possible purchase of their energy. Due to our experience and reputation, suppliers are aware they need to provide the best possible price in order to compete for our clients' business.

**SECTION XI
TOWN OF CUTLER BAY
UTILITY INVOICE AUDITING SERVICES
RFP #17-03
PROPOSER'S QUALIFICATIONS**

This section of the proposal should give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience project will be brought to bear on the proposed project.

This section must also identify the contact person and telephone number.

Contact person: Thomas T. Ranallo, President - #716-839-4402 ext. 1005

Founded in 1991, Troy & Banks is a privately held, independent energy and telecom consulting company with corporate offices located in Buffalo, NY and incorporated in the State of New York. T&B is a S-Corporation with 17 employees and has been operating as a legal entity since June 23, 1994. We have branch offices in six additional states including California, Florida, Nevada, Oregon, Pennsylvania and Texas.

Working for the public sector is not new for T&B. Since 1991, T&B has partnered with over 15,000 clients throughout the United States. We have successfully represented over 2,500 cities, towns and villages; 2,000 public school districts; 1,000 colleges and universities; 1,000 hospitals; 500 library systems; and more than 1,500 state agencies. As you will see, the size of the institution has never presented an obstacle for T&B.

Our firm has or is currently performing forensic audits for similar municipalities throughout the State of Florida such as the Cities of Belleair Bluffs, Doral, Maitland and St. Pete Beach; Counties of Gilchrist, Walton, Gulf and Gadsden; Dixie District Schools and Orange County Public Schools, to name a few.

PLEASE SEE ADDITIONAL SHEETS ATTACHED.

Note: Additional sheets may be attached if necessary.

TROY & BANKS, INC.

PROPOSER'S QUALIFICATIONS

Troy & Banks is prepared to assist the Town of Cutler Bay in conducting an audit of its utility providers to determine if the billing statements are current and correct. Our goal is to reduce utility costs and improve services. We will identify billing errors – and other discrepancies – for cost recovery.

Examples of our utility refund expertise:

Example #1 – City of Pleasanton, CA – The City signed an agreement with T&B in 2015 to conduct a forensic audit of utility, street light and telecom accounts. The City is a suburb in the San Francisco Bay area and located about 25 miles east of Oakland. Our audit includes an examination of all gas, electric, telecommunications and water/sewer accounts. To date, T&B has recovered over \$297,000 for the City in credits and refunds.

Example #2 – City of Buffalo, NY - The City of Buffalo first contracted with T&B in 1998. The City has once again contracted with T&B, requesting a review of all of its utility accounts. The first audit included a review of the City's \$30 million annual utility budget and resulted in settlements in excess of \$1.6 million. T&B negotiated refunds for multiple locations, including \$11,009 for the Roosevelt Ice Rink, \$191,249 for the Water Filtration Plant, and \$966,000 for various over-billed streetlight districts.

The second audit, begun in 2014, has uncovered substantial billing discrepancies in excess of \$1.8 million.

Example #3 – City of Virginia Beach, VA – The Office of the City Auditor hired T&B in 2011 to conduct a comprehensive utility bill and telecommunications bill audit. The City of Virginia Beach, encompassing 307 miles, is the most populous city in Virginia and is the 39th largest city in the United States. T&B's audit included a review of all accounts paid by the City, including electric, natural gas, landlines, cell phones, and street lighting.

The audit of the utility accounts resulted in the identification of numerous errors and savings opportunities, including erroneous tax application, demand read errors, excess minimum demand charges, rate optimizations, and street light overbillings. T&B's audit of all utility and telecommunications accounts resulted in total negotiated refunds and savings in excess of \$350,000.

Examples of our telecommunications refund expertise:

Example #1 - City of Portsmouth, VA – T&B signed a contract with the City in July, 2010 for an audit of utility and telecommunications accounts.

- Population of 95,000 people
- \$60,000 in telecom refunds, as well as \$61,000 in annual savings

TROY & BANKS, INC.

Example #2 – Columbus Consolidated Government, GA – This government entity awarded a contract to T&B in July, 2015 after a RFP was issued for Utility Audit Services. The contract includes electricity, street lights, natural gas, water/sewer, telecommunications, and cable. To date, we have recovered telecom overbillings of almost \$100,000.00

Example #3 – City of Evansville, IL – The City hired T&B in October, 2015 to conduct an audit of gas, electric, telecommunications and water/sewer. We have identified over \$52,000.00 in overbillings on the telecom bills to date.

**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: Troy & Banks, Inc.

Address: 2216 Kensington Avenue, Buffalo, NY 14226

Principals: Thomas T. Ranallo Titles: President

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

T&B is authorized by State of FL, Dept. of State

Document No. F12000004110

Yes _____ No _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? We have been in business for 26 years and received our Florida certification on 9/25/2012.

4. If Proposer is an individual or a partnership, answer the following: Troy & Banks is a S-Corporation

- a. Date of organization: 6/23/1994

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

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

Thomas T. Ranallo, 126 Southwedge Dr., Getzville, NY 14086 - 100% ownership

c. State whether general or limited partnership: S-Corporation

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

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

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

26 years

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

none

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

Yes _____ No X

**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:

N/A

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

Troy & Banks has clearly assembled a first class consulting team with a proven track
record of success. Our firm will bring the knowledge, professionalism and expertise of
our team to effectively and successfully handle all work required under this project.
Please see the attached for the experience of key individuals.

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

Thomas T. Ranallo - President

Keith Wiese - Audit Manager

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	<u>Thomas T. Ranallo</u>	<u></u>	<u></u>
Title	<u>President</u>	<u></u>	<u></u>
Phone #:	<u>716-839-4402</u>	<u></u>	<u></u>
Email:	<u>tranallo@troybanks.com</u>	<u></u>	<u></u>

TROY & BANKS, INC.

PERTINENT EXPERIENCE OF KEY INDIVIDUALS

THOMAS T. RANALLO, President and Owner

- Founder - Troy & Banks, Inc.
- 25 years of management experience in the utility and telecom-auditing fields
- Successfully negotiated over \$50 million in over billing refunds
- Successfully managed multiple site, multi-faceted audits for the following large clients: Port Authority of New York & New Jersey, AMTRAK, New York Stock Exchange, Bausch & Lomb, City of Albany, City of Buffalo, U.S. Postal Service - Northeast Region, M&T Bank, Niagara Frontier Transportation Authority, HSBC Bank, Buffalo and Rochester City School Districts, and Off-Track Betting Corporation - Capital & Western Region
- Has had professional consulting training from the Center for Communications Management Information including courses in the following:
 - 1998 – *"Telecommunication Audit Secrets"* – Covering rules and regulations, options with competing providers and auditing essentials
 - 1999 – *"Advanced Auditing Sessions"* - Covering frame relay technology, FCC's de-tariffing order, traffic analysis essentials and precision auditing exercises
 - 2002 – *"Advanced Auditing Sessions"* - Covering frame relay technology, FCC's de-tariffing order, traffic analysis essentials and precision auditing exercises
 - 2002 – *"Frame Relay Service and Billing"* - Covering frame relay technology
- Institute on Public Utility Law
 - 2006 – This continuing educational conference included sessions on Network Reliability and Security, status of Telecom Competition Three, Wind Energy, Fixed-Price Commodity Option, and Utility Land Use Issues

KEITH WIESE, Pre-Audit and Audit Coordinator

- Organize audit data
- Order utility and telecommunication histories and customer service records
- Coordinate the distribution of audit information to the appropriate auditors
- Perform follow-up work for the auditors
- Verify applicable credits and refunds
- 22 years with Troy & Banks

EDGAR FOSTVEIT, Regulatory Consultant

- 26 years with the New York State Public Service Commission, first as an investigator, and later as a hearing officer (15years).
- Ruled on gas and electric complaints submitted to the Commission by consumers, and he is also experienced in tariff and Public Service Law.
- Served as a consultant for the Pennsylvania Public Utility Commission and Vermont Public Service Commission, and has provided frequent testimony in three states as either a staff member or consultant, in cases involving utilities

TROY & BANKS, INC.

Energy Team:

JUSTIN D. RAYBECK, Energy Analyst

- Eleven years' experience in the deregulated utilities industry
- Energy Consultant - analyzes rate and billing histories for New York State investor-owned utilities and municipal utility providers, as well as out-of-state providers
- Researches and identifies over-billings, preparing necessary supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documenting the over-billing, as well as developing status reports
- Knowledge of tariffs for various utilities assures clients that they are being placed on the most appropriate and money-saving rate
- Managed audits for clients such as:

United States Postal Service	Pfizer
City of Syracuse	Ohio Department of Transportation
City of Buffalo	Nassau County
New York State Police Department	New York Stock Exchange
New York State Thruway Authority	Onondaga-Cortland-Madison BOCES

KEITH TYSON, VP of Strategic Initiatives & Energy Services

- Client representative for major accounts such as General Electric, City of Buffalo, Erie County, Rockland County, Hanson Aggregates, Buffalo Public Schools, Western and Capital District Off-Track Betting Corporations, New York Racing Association, Inc., General Mills, and OxyChem; many municipalities, school districts, and manufacturers.
- Research analyst responsible for investigating accounts and working with senior auditors on claim development and resolution.
- Coordinator of Public Service Commission cases representing approximately 80 municipalities and numerous religious organizations. These resolved cases have returned over \$6 million in refunds and has provided thousands of dollars in future cost savings to these entities.
- Directs TB's electrical Demand Response programs in New York (SCR) and nationally.

JAMES CAMPAGNA, Street Light Specialist

- Nine years' experience in the Street Lighting sector
- Prepares inventories of all street lighting accounts and verifies correct billing for each light
- Researches and identifies over-billings, preparing necessary supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documenting the over-billing, as well as developing status reports
- Knowledge of tariffs for various utilities assures clients that they are being placed on the correct street light rate
- Managed Street Light Audits for clients such as:

Geneva City Schools, NY	City of Buffalo, NY
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TROY & BANKS, INC.

City of Virginia Beach, VA
James City County, VA
City of Utica, NY

City of Syracuse, NY
City of Olean, NY
Village of Royal Palm Beach, FL

RICK STAYCHOCK, Client Services – Street Light Auditor

- Undergraduate and Graduate education in Geography and Planning with GIS coursework
- Utilization of GIS technology to create digital street light map inventories with desired attributes and photography for municipal clients
- Researches and identifies over-billings to prepare supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documents over-billing, as well as development of status reports
- Conducted Street Light Field Audits for clients such as: Pleasanton, CA, Macon-Bibb, GA, City of Huntington, WV

Telecommunications Team:

GARY L. SHARP, Senior Telecommunications Audit Manager

- Former New York Telephone employee
- 20 years' experience managing large scope telecommunication audits
- 27 years of private communications consulting· Specialized in telecommunications consulting for numerous brokerage firms and financial institutions
- Successfully negotiated over \$20 million in over-billing refunds

ANDREW L. FIORETTI, Senior Technical Analyst

- 22 years' experience in telecommunications and IT infrastructure including design, implementation and auditing services for major corporations and institutions nationally and abroad
- Actively worked in the field as a corporate advisor providing valuable recommendations for recovery of overcharges, as well as making useful and seamless recommendations for cost savings measures moving forward
- Extensive in-depth, working knowledge of IT infrastructure and telecommunications for targeting potential savings areas

JOHN J. COYNE, Senior Auditor

- 20 years' experience as a telecommunication auditor
- Specializes in billing verification and IT Financial Management
- Handles more complex telephone service and billing complaints
- Worked for various telecommunications companies in marketing/sales and managing of installation and repair work

TROY & BANKS, INC.

SCOTT LEWIS, CPA, Senior Consultant

- Member of the Florida Institute of Certified Public Accountants and National Association of Telecommunications Officers and Advisors
- Thirty-one years of financial accounting experience, five years in Public Accounting, sixteen years in Cable Television Management, and ten years performing engagements of this nature for local franchise authorities
- Former Manager of Internal Audit for Storer Communications, Inc.
- Former Corporate Controller and VP of Finance for Selkirk Communications, Inc., later to become Comcast Corporation
- Performed over two hundred cable franchise fee compliance reviews

Additional Support Staff:

The following individuals are responsible for the coordinating of office and support work. Their primary responsibilities in support of the audit process are records attainment and retention, data entry and management, application development and claim generation.

Ms. Ashley Graffam
Mr. Robert Nusall

Ms. Molly Pancurak

**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: July 6, 2017



Signature

Thomas T. Ranallo

Print Name

Troy & Banks, Inc.

Company

President

Title



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

Witness

Witness

Respectfully submitted

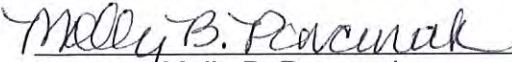
(CORPORATE SEAL)

Troy & Banks, Inc.

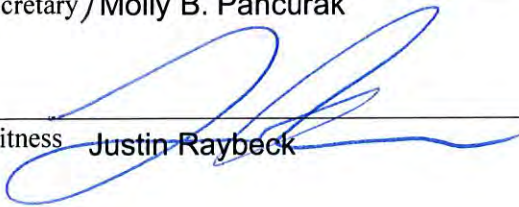
Company - Contractor


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

ATTEST:


Secretary / Molly B. Pancurak

By _____ (Seal)
President Thomas T. Ranallo


Witness Justin Raybeck


Contractor Signature Thomas T. Ranallo

END OF SECTION

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

ALL WORK DONE AT BUFFALO
OFFICE WITH SITE VISITS
DONE AS NECESSARY

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: Orange County Public Schools, FL
 Address: 445 W. Amelia Street, Orlando, FL 32801
 Contact: Lisa Connelly Title: Sr. Administrator Telephone : (407) 317-3200 x2229
 Location: Orlando, FL Scope of Work: Telecom audit

2. Name of Firm, Town, County or Agency: City of Pleasanton, CA
 Address: 123 Main Street, Pleasanton, CA 94566
 Contact: Tina Olson Title: Director of Finance Telephone : (925) 931-5402
 Location: Suburb of San Francisco, CA Scope of Work: Utility, telecom and street light audit

3. Name of Firm, Town, County or Agency: Town of Cheektowaga NY
 Address: 3301 Broadway, Cheektowaga, NY 14227
 Contact: Brian Krause Title: Director of Finance Telephone : (716) 686-3492
 Location: Western New York Scope of Work: Utility, telecom, water/sewer & cable franchise fee audits

4. Name of Firm, Town, County or Agency: Town of Salina NY
 Address: 201 School Road, Liverpool, NY 13088
 Contact: Mark Nicotra Title: Supervisor Telephone : (315) 457-6661
 Location: Central New York Scope of Work: Utility, telecom, street light & cable franchise fee audits

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.

Troy & Banks, Inc.

Proposer's Name


Signature Thomas T. Ranallo

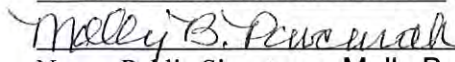
7/6/2017

Date

State of: New York

County of: Erie

The foregoing instrument was acknowledged before me this 6th day of July, 2017, by Thomas T. Ranallo, who is (who are) personally known to me or who has produced New York Driver License as identification and who did (did not) take an oath.


Notary Public Signature Molly B. Pancurak

MOLLY B PANCURAK
Notary Public, State of New York
No. 01PA4813452
Qualified in Erie County
Commission Expires July 31, 2018

Molly B. Pancurak

Notary Name, Printed, Typed or Stamped

Commission Number: 01PA4813452

My Commission Expires: 7/31/2018

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

ACKNOWLEDGMENT

State of New York)

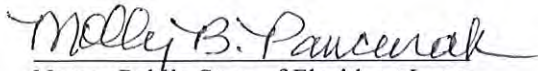
) SS:

County of Erie)

BEFORE ME, the undersigned authority personally appeared Thomas T. Ranallo 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 Thomas T. Ranallo executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of July, 2017.

My Commission Expires: July 31, 2018


Notary Public State of ~~Florida at Large~~
New York

MOLLY B PANCURAK
Notary Public, State of New York
No. 01PA4813452
Qualified in Erie County
Commission Expires July 31, 2018

Molly B. Pancurak


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 _____
Troy & Banks, Inc. 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

7/6/2017
Date

Thomas T. Ranallo
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 Thomas T. Ranallo, President
[Print individual's name and title]

for Troy & Banks, Inc.
[Print name of entity submitting sworn statement]

whose business address is

2216 Kensington Avenue

Buffalo, NY 14226

and (if applicable) its Federal Employer Identification Number (FEIN) is 16-1464075

(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.]**

 X 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.

Thomas T. Ranallo

Proposer's Name



Proposer's Signature

Sworn to and subscribed before me this 6th day of July, 2017.

Personally known Thomas T. Ranallo

OR produced identification _____ Notary Public State of ~~Florida~~ at Large New York

New York Driver License

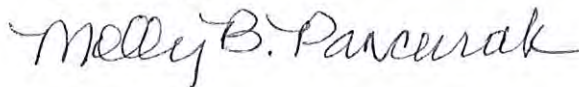
(Type of identification)

My commission expires 7/31/2018

MOLLY B PANCURAK
Notary Public, State of New York
No. 01PA4813452
Qualified in Erie County
Commission Expires July 31, 2018

Molly B. Pancurak

(Printed, typed or stamped commissioned
Name notary public)



END OF SECTION

SECTION XVII
TOWN OF CUTLER BAY
UTILITY INVOICE AUDITING SERVICES
RFP #17-03
EXCEPTION TO THE REQUEST FOR PROPOSALS

NOTE: Please note any exceptions to the provisions of the RFP. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in proposal requirements are done at the risk of the Proposer presenting the proposal and may result in the **rejection** thereof. The Town reserves the right to require strict compliance with the terms of the RFP and to reject any exceptions or alternative proposals.

Section III - Detailed Specifications, 2. General Requirements - 2.5 Compensation - states,
"Vendor's compensation will be based on the discrepancies found that the Town chooses to
move forward with. Vendor is only compensated on findings the Town approves and actually
receives. In the event the Town declines to move forward with any or all discrepancies, the
Town will not pay for any of the services performed."

But then the Agreement, 2. Compensation/Payment states, "The Contractor shall be
compensated in the following manner...." with choices given for a lump sum amount or on a
time and material/expense basis to complete the Scope of Services with total payments to
the Contractor not to exceed a specific dollar amount.

Troy & Banks is submitting a lump sum payment amount but our exception that we would
like to have considered is that we are traditionally paid on a performance basis. If there is no
refund, credit or savings realized, there is no charge for our service. Our fees are paid from
a percentage of the refund, credit or savings - we do not add to your overhead.

This percentage fee appears to be more in agreement with the compensation requirement
listed under the Detailed Specifications.

TROY & BANKS, INC.

ALTERNATIVE PRICING OPTION

For Utility Invoice Auditing Services, Troy & Banks proposes the following contingency based pricing:

1. Town of Cutler Bay, Florida ("Town") engages T&B to conduct an audit or survey of the Town's telephone, electric, gas, water, cable, etc. accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. T&B agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by T&B for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, T&B shall be paid 29% of all monies refunded or credited to the Town.
3. Future Cost Reductions - For any reductions in future costs for telephone, electric, gas, water, cable, etc. accounts services resulting from T&B analysis, the fee is 29% of the amount saved each month for 12 months shall be paid to T&B. T&B will document actual monthly savings obtained by analysis of tariff cost applications.
4. T&B has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5. **If the Town does not receive refunds, credits, or reductions in future billings, there will be no fee for T&B services.**

For future savings, to measure the savings on which payments will be made, the existing bill which will be under the new rate or tariff will be recalculated using the old rate or tariff; the difference between the bill under the new rate or tariff and the bill recalculated under the old rate or tariff shall be the savings.

T&B shall identify supplemental incentive programs for which the Town may be qualified for with current suppliers. Further, we will identify alternative utility services or providers which may result in cost savings; including the use of deregulated and open market providers.

Troy & Banks' compensation will be based on the discrepancies found that the Town chooses to move forward with. T&B is only compensated on findings the Town approves and actually receives. In the event the Town declines to move forward with any or all discrepancies, the Town will not pay for any of the services performed.

T&B will issue invoices to the Town when a refund and/or credit is seen on the bill or a check is sent to the Town for the recovered amount.

Further, Troy & Banks may also determine whether ongoing utility charges can be reduced by application of new rate schedules, rate options or other billing adjustments. The firm will work with the utility providers to implement the rate changes and other billing adjustments it identifies.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Troy & Banks, Inc.

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 Troy & Banks, Inc. as Principal herein, has caused these presents to be signed in its name by its President and attested by its Secretary 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 6th day of June A.D., 2017.

Signed, sealed and delivered
in the presence of:

Molly B. Pancurak, Secretary

As to Principal

NOT APPLICABLE ***

As to Surety

PRINCIPAL: Troy & Banks, Inc.

BY: _____

NAME: Thomas T. Ranallo

Surety

BY: _____

Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____

Resident Agent

*** As we are providing a cashier's check in the amount of \$5,000.00, there is no need for surety at this point. Troy & Banks is agreeing that if our proposal is accepted, we will enter into an agreement within ten (10) days AND provide the Performance and Payment Bond at that time.

END OF SECTION

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

M&T Bank

Buffalo, NY 14240

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

101844230-4

10-4/220

Troy & Banks Inc
REMITTER

DATE 07/06/2017

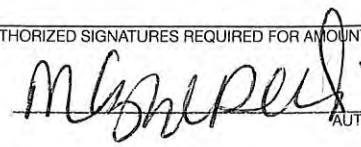
 Security Features Details on Back


PAY TO THE ORDER OF Town of Cutler Bay FL \$ 5,000.00


FIVE THOUSAND and 00/100USDollars

TWO AUTHORIZED SIGNATURES REQUIRED FOR AMOUNTS \$10,000.00 & OVER

#94 - Snyder



 AUTHORIZED SIGNATURE

 AUTHORIZED SIGNATURE

⑈101844230⑈ ⑆022000046⑆17001019915934⑈

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

TROY & BANKS WILL COMPLETE THIS REQUIREMENT UPON NOTIFICATION OF AWARD OF CONTRACT.

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

SECTION XX
TOWN OF CUTLER BAY
UTILITY INVOICE AUDITING SERVICES
RFP #17-03
ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #/Date Received

Addendum No. 1 - 6/28/17

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposer:

Troy & Banks, Inc.

Company Name



Signature

Thomas T. Ranallo, President

Printed Name & Title

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M & T Insurance Agency, Inc. 285 Delaware Avenue, Ste 4000 Buffalo NY 14202	CONTACT NAME: Commercial Lines Department PHONE (A/C, No, Ext): FAX (A/C, No): 855-595-4605 E-MAIL: CLServicing@mtb.com ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Hartford Ins Co of the Midwest	37478	INSURER C: Philadelphia Indemnity Ins Co	18058	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Philadelphia Indemnity Ins Co	18058														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED TROYA-1 Troy and Banks, Inc. 2216 Kensington Ave Buffalo NY 14226															

COVERAGES

CERTIFICATE NUMBER: 2075039487

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		01SBAAN3261	10/6/2016	10/6/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		01UECGF7666	10/6/2016	10/6/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBAAN3261	10/6/2016	10/6/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N	01WBCGH3216	10/6/2016	10/6/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability			PHSD1251528	6/7/2017	6/7/2018	Aggregate 2,000,000 Each Occurrence 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Cutler Bay and its Officers, Agents, Employees and Council Members are included as Additional Insured to the General Liability and Auto Liability if required by written contract.

(Endorsements Attached)

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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