



CITY OF

CREVE COEUR *Missouri*

Request for Proposals

Utility Billing & Audit Compliance Services

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, Missouri 63141



City of Creve Coeur
300 North Ballas Road
Creve Coeur, MO 63141
Phone: (314) 432-6000
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www.crevecoeurmo.gov

CITY OF CREVE COEUR, MISSOURI
REQUEST FOR PROPOSALS (RFP)

Title: Utility Billing & Audit Compliance Services

Issue Date: June 4, 2020

Sealed RFP Due Date: June 25, 2020 at 2 p.m. CT
300 North Ballas Road, Creve Coeur, MO 63141

Submit: Four (4) copies and 1 electronic copy
Return this signed Cover Sheet with your proposal

Inquiries: Lori Obermoeller, Director of Finance,
lobermoeller@crevecoeurmo.gov or (314) 872-2519

Request for Proposal Utility Billing & Audit Compliance Services

Company Name: _____

Address: _____ **City/State/Zip:** _____

Telephone: _____ **FAX:** _____

Email: _____ **Federal Tax ID:** _____

Print Name: _____ **Title:** _____

Signature _____ **Date** _____

In compliance with this Request for Proposal and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

**CITY OF CREVE COEUR
REQUEST FOR PROPOSALS
Utility Billing Audit Services**

I. OBJECTIVES

- A. PURPOSE OF THE RFP AND DESCRIPTION OF CREVE COEUR, MO - The City of Creve Coeur (hereinafter referred to as the “Owner”) seeks firms (hereinafter referred to as the “Proposer”) that are experts in reviewing utility cost and municipal franchise and tax audit services. The purpose of these services will be to reduce utility costs through review of the City’s utility bills and/or increase revenue for the City through review of tax collections and franchise agreements. The Proposer will negotiate refunds with suppliers on behalf of City, and identify on-going savings opportunities which can be implemented by Proposer on behalf of the City.

The energy reviews should concentrate on rates and services, and not the amount of energy consumed nor recommendations to switch providers or proposed new taxes or fees. The energy review will include City energy billings for streetlights, electric, telecommunications, water/sewer, and heating fuels such as natural gas, or other fuels.

The reviews will cover the maximum period that refunds can be obtained as allowed by law and regulation. Quantitative and narrative reports should be provided that indicate work accomplished and results, including refunds recovered and savings produced.

B. SCOPE OF WORK

Utility Review - The Proposer shall:

1. Review/analyze/audit energy billings, telecommunications billings and water/sewer billings and historical data for all types of utilities including streetlights, electric, cable, heating fuels such as natural gas, or other fuels. Information to be reviewed should include, but is not limited to, invoices, rates and tariffs from all providers to whom the City pays for services. The goal will be to verify the accuracy of the City’s monthly utility statements when compared to contracted agreements, tariffs, and customer service records. The Proposer may select to provide services for analysis of all types of utilities mentioned in this RFP or may choose to provide analysis for as few as one.
2. Perform a comprehensive analysis of billing information to obtain refunds and cost savings. Proposer is to specify a list of procedures it will employ to accomplish its review. The results of the review are to identify available credits and refunds that may be due to the City of Creve Coeur.
3. The Proposer selected will conduct an audit of the City of Creve Coeur’s tax collections with various utilities collecting taxes and/or fees on the City’s behalf. At present, the City imposes:
 - a. Utility taxes on persons engaged in the business of distributing, supplying and furnishing or selling gas, electric, water/sewer and telecommunications for use or

consumption within the corporate limits of the City of Creve Coeur, and not for resale.

- b. The Proposer will review all ordinances relating to taxes to ensure compliance with all Federal, State and Local laws; whether any residents and businesses currently within the boundaries of the City of Creve Coeur are missing from the tax rolls; and, the previous year's data to verify the completeness of the City's collection efforts and/or to pursue the collection of missed revenues.

4. The Proposer shall audit the sales tax collected by the State of Missouri and St. Louis County.

5. During the course of the contract, the firm that is selected will produce MONTHLY reports documenting their efforts to date. The reports will include the following:

- a. Accomplishments to date.
- b. Next-step options and timeline for completion.
- c. Open items needing attention, with identification of the responsible party that must address those open items.
- d. Updates on issues requiring City of Creve Coeur attention.

C. PROPOSAL SCHEDULE (subject to change at the City's discretion)

Release of RFP to vendors	6/4/20
Proposals Due to the City of Creve Coeur	6/25/20 by 2 p.m.
Finalists notified	7/1/20
Interviews with Selected Proposers	7/7/20
Contract awarded by the City of Creve Coeur	7/14/20

Sealed Proposals should be in a sealed envelope with the outside of the sealed envelope to read:

SEALED PROPOSAL
City of Creve Coeur
Utility Billing & Audit Compliance Services
City of Creve Coeur, Finance Department
300 North New Ballas Road
Creve Coeur, MO 63141
RFP OPENING 6/25/20 AT 2 P.M. CT

Late proposals will be returned, unopened, to the proposer. The City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. The RFP, as well as all questions and answers generated from the RFP will be posted on the City's website at www.creve-coeur.org/236/bids-quotes.

D. FEES

No fee shall be invoiced by the Proposer, nor paid by the City of Creve Coeur, in connection with any recommendation by the Proposer that is not implemented by the City of Creve Coeur.

1. The Proposer shall be paid a percentage of the total refunds obtained when received by the City. The City will owe the vendor nothing until a refund is received by the City from a provider.
2. The Proposer shall be paid a percentage of the recovery of any lost revenue owed to the City from any past or present utility or sales tax.
3. The Proposer shall be paid the contractually agreed upon percentage of cost-savings recommendations made and implemented.
4. The Proposer shall be paid contingent basis only. If no recovery made, the City would not pay anything to the proposer.
5. If Proposer's programs provide for any additional fees, these fees should be specified including the services to which these fees will be applied. All fees are to be expressed as a percentage of the refunds and cost savings.
6. Fees as specified in (1), (2), (3), (4) and (5) above shall be the total compensation for services under this RFP.

E. All on-going litigation will be excluded from this service agreement.

II. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, submit a complete response to this RFP. Submit one (1) electronic copy and four (4) hard copies of each proposal to the City. No other distribution of the proposal shall be made by the Proposer. Proposals should be clearly marked, "RFP - Utility Billing & Audit Compliance Services". Proposals received after the prescribed date and time shall not be considered and shall be returned to the Proposer.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Proposer. All information requested should be submitted. Failure to submit all information requested may result in the Owner requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. It is the Proposer's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the Owner's evaluation process. The number of pages should be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired.
 - c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
3. Oral Presentation: Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Owner. This provides an opportunity for the Proposer to clarify or elaborate on the proposal. The Owner will schedule the time and location of these presentations. Oral presentations are an option of the Owner and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Owner may properly evaluate your capabilities to provide the required goods/services. Submit the following items as a complete proposal:

QUALIFICATIONS – Present the qualifications of the Proposer to perform the required work for the City including:

1. A short description of the Proposer including number of years in business, track record, and knowledge;
2. The details of those items that Proposer believes make it different than other firms;
3. A general description of the geographic areas in which Proposer has performed work. For energy audit services, the Proposer must provide a list all of the municipalities in Missouri they have performed work in along with the names of the utility company suppliers in each of those municipalities that Proposer has experience with. This list should be attached as Appendix 1.
4. An affirmative statement that Proposer meets the minimum insurance requirements specified in the Mandatory Minimum General Qualifications along with a list of the specific insurance coverage that Proposer has.
5. Proposer must submit a sample report of findings with the client name and account numbers deleted to protect the confidentiality of the client. The sample report should be included in Proposer's response as Appendix 2.

PROJECT TEAM – The names, titles and brief description of applicable experience for each person who may be assigned to perform the required work for the City along with their intended function on this project. Clerical staff may be excluded from this requirement.

Proposer must demonstrate in proposal submitted their expertise in utilization of a project team that consists of qualified energy analysts or persons with appropriate training and proven related experience.

The Proposer must demonstrate a minimum of five (5) years experience.

1. Conducting bill reviews for streetlights, electric, telecommunications, water/sewer, natural gas and other heating fuels;
2. Reporting project status, findings, and recommendations in writing and discussing these items verbally with management, technical, and non-technical personnel;
3. Supervising and being responsible for the work of technical and non-technical personnel to accomplish energy and telecom and water/sewer bill reviews;
4. Negotiating and securing refunds from suppliers, resulting from billing errors;
5. Recommending, implementing, and verifying on-going cost reductions; and
6. Managing multiple-site, multi-faceted review projects for large organizations.

It must be understood that the Proposer is to be aggressive and diligent in obtaining all refunds due and cost savings that can be realized and have been approved by the City of Creve Coeur. Mere identification of incorrect rate schedules is not considered an aggressive and diligent review program.

SCOPE OF PROJECT – The purpose of the audit is to perform an audit on the City’s own utility billings, as well as an audit on the City’s utility taxes charged to providers, or to businesses selling goods or to the State/County collecting the sales tax due to the City from the businesses; and to determine the past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the City that were not properly attributed to the City or were not properly paid by Providers and to determine future taxes, franchise fees, and other monies owed to the City not previously counted so that City can collect these past, present, and future monies. Confirm Proposer’s understanding of the work to be performed.

CONFLICTS OF INTEREST – Proposer should list any conflicts of interest or associations with city personnel or any of the companies being audited.

AUDIT SERVICE – A comprehensive description of the Proposer’s approach to providing the required services including:

1. Proposed schedule of activities and the timing of each activity;

2. A list of types of refunds obtained (i.e. meter reading errors, wrong rates, etc.) or lost revenues recovered;
3. A list of types of cost-savings achieved;
4. Ability to do complete rate analysis to determine lowest-cost utility company rates. Proposer must provide a sample utility rate analysis as Appendix 3.
5. Ability to review all utility companies used by the City;
6. Knowledge of applicable State of Missouri rules and regulations, and local government rate structures;
7. Ability to provide quantitative and narrative reports;

OTHER SERVICES – Please describe briefly (1 page or less) any additional value-added services which Proposer provides.

SIMILAR PROJECTS – Provide executive summaries of case histories for at least three (3) other clients comparable to the City. The case histories should be brief and should include the client name, description of the client organization, number of energy accounts reviewed, amount of refunds, amount of revenues recovered, annual value of cost-savings achieved, and any unique aspects to the client engagement.

REFERENCES – Proposer must include at least five (5) references, including at least three (3) government references. The references must be of clients served by the firm in the past five years. The listing must include the name, title and telephone number, fax number and e-mail address (if available) of at least one contact person for each client reference.

INFORMATION NEEDED – Provide a summary of the information Proposer will need from City to perform their work. Additionally, Proposer should indicate approximately how much City personnel time will be needed to complete their work. Include a sample letter of authorization as Appendix 4.

FEES – The proposed fee is to be expressed as a percentage of refunds, plus a percentage of savings from cost reduction items recommended by the Contractor and implemented by Contractor after approval by City, as well as a percentage of revenue recovered from utility tax rates or sales taxes. Proposer must demonstrate its ability to calculate monthly savings for billing purposes. Provide a sample invoice for cost-saving recommendations including detailed schedules showing the calculation of each item. This sample invoice should be included in Proposer's response as Appendix 5. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The City reserves the right to accept or reject all or part of the proposals.

SUMMARY – Provide a brief summary of Proposer's response including a summary of why Proposer is the best choice to meet the needs of the City.

APPENDICES

1. List of Utility Company Suppliers
 2. Sample Report of Findings
 3. Sample Utility Rate Analysis
 4. Sample Letter of Authorization
 5. Sample Invoice for Fees
- C. The Proposer must submit with its proposal satisfactory evidence that it has had previous experiences and possesses adequate financial resources to perform the type, magnitude, and quality of work specified in this RFP.

III. EVALUATION AND AWARD CRITERIA

All submittals shall be evaluated by a selection committee and those Proposers selected for the short list may be invited to attend an interview, at the proposer's own expense.

Proposals shall be evaluated by the Owner using the following criteria:

1. Completeness and conformity of the replay to the RFP. (20 points)
2. Qualifications and experience in conducting successful Utility Billing Audits similar to this City RFP. Firm and individual qualifications and experience will be evaluated - including resumes, references, and letters of recommendation. The City strongly desires to award a contract to a highly qualified and experienced firm with a strong record of success. (20 points)
3. The process/plan of the firm in conducting successful utility billing audits will be evaluated. The City strongly desires a firm with a plan that is comprehensive and provides the most opportunity for cost savings identification and lost revenue found. (20 points)
4. Cost (25 points)
5. Timeline for completing the audit process and demonstrated ability of proposer expertise to provide service required. (15 points)

References may be contacted as part of the evaluation process.

Proposers are advised that the City reserves the right to evaluate and rank the proposals without input from the Proposers. Therefore, proposals should be complete as initially submitted.

Selection shall be made of one or more Proposers deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. Price shall be considered, but will not be the sole determining factor. The Mayor and City Council shall select the Proposer(s) which, in its opinion, have made the best proposal, and shall award the contract to those Proposer(s). When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Proposer.

IV. FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the consultant, to satisfy himself as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The consultant shall examine carefully the proposed contract documents and all other documents and data pertaining to the project. Failure to do so shall not relieve a successful Proposer of his obligation to perform as per the provisions of the contract. The consultant shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the contract.

V. PROPRIETARY INFORMATION

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this RFP shall belong exclusively to the Owners and be subject to public inspection. Disposition of material after award is made should be stated by the Proposer. Proposers should indicate the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). Do not mark the whole proposal proprietary.

VI. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time is established for receipt of proposals by the City, any contact, in regard to the proposal initiated by any Proposer with any City official or City employee, other than employees in the Finance Department, is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any Proposer from further review.

Questions regarding this request for proposal may be directed to Lori Obermoeller, Director of Finance at lobermoeller@crevecoeurmo.gov.

VII. CONTRACTUAL AGREEMENT

A standard City professional services contract will be prepared for signature by the successful consultant for this project. The contract shall include this Request for Proposal, any addenda, and the Consultant's proposal.

The consultant shall inform himself fully of the conditions relating to the performance of the contract. Failure to do so shall not relieve any successful consultant of his obligations to furnish all materials, deliverables and labor necessary to carry out the provisions of the proposal and to complete the work for the consideration as set forth on a work order for each specific project. The failure or omission of any consultant to receive or examine any form, instrument or document shall in no way relieve the consultant from his obligations with respect to the proposal.

VIII. INSURANCE

- A. The Consultant shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Consultant's performance of the Work and Consultant's other obligations under the contract documents, whether such performance is by Consultant, or by sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Consultant further agrees that all limits will be made available which are excess of the amounts below:

1. Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all state's endorsement should be attached.

2. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

3. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Consultant shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

4. Self Insured Retentions, Deductibles and Aggregate Limits

All self-insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the City of Creve Coeur's Director of Finance.

(NOTE: These affidavits must be completed by an authorized representative of the proposer)

AFFIDAVITS

Section 1.

Business Status of Proposer

PROPOSER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Proposer is a:

_____ ***Corporation***

_____ ***Partnership***

_____ ***Limited Liability Company***

_____ ***Sole Proprietorship***

_____ ***Other (please explain: _____)***

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Missouri is:

Name

Address

City, State, Zip

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Missouri

AFFIDAVITS (Continued)

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Missouri is:

Name _____

Address _____

City State Zip _____

The registered office of the Limited Liability Company in Missouri is:

Address _____

City State Zip _____

The managers and members of the Limited Liability Company are:

_____	_____
<i>Name</i>	<i>Name</i>
_____	_____
<i>Address</i>	<i>Address</i>
_____	_____
<i>City, State</i>	<i>City, State</i>

The LLC is authorized to do business in the State of Missouri

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Missouri under the following assumed names:

AFFIDAVITS (Continued)

BID RIGGING AND BID ROTATING

Section 2. That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The Proposer has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said Proposer or any other Proposer or to fix any overhead profit or cost element of such bid price or that of any other Proposer or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the Proposer and will not be knowingly disclosed by the Proposer directly or indirectly to any other Proposer or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2a.

NON-COLLUSION

- A. No officer or employee of the City of Creve Coeur has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the City of Creve Coeur has disclosed to the Proposer any information related to the terms of a sealed bid.
- C. No officer or employee of the City of Creve Coeur has informed the Proposer that the bid will be accepted only if specified persons are included as subcontractors.

AFFIDAVITS (Continued)

- D. Only the Proposer will be entitled to the proceeds of the contract if this bid is accepted by the City of Creve Coeur.
- E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the Proposer's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through E above; or
- B. He is not the person in the Proposer's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through E above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through E above.

Section 4. The undersigned certifies that the Proposer has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

TAX COMPLIANCE

Section 5. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Creve Coeur because of any delinquency in the payment of any tax administered by the State of Missouri, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 6. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

AFFIDAVITS (Continued)

Section 7. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the Proposer to receive payment under any award made under the terms and provisions of this bid.

Section 8. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with Federal and Missouri state law, as well as the City of Creve Coeur’s ordinances and codes.

Signed by: _____
[name]

[title]

Subscribed and Sworn to before me this _____ day of _____, 20__.

By: _____
Notary Public

-SEAL-