

RESOLUTION NO. 2012 - 60

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 12-24 AND TO EXECUTE AN AGREEMENT FOR TELECOMMUNICATIONS BILLING AUDITING SERVICES**

**RECITALS**

WHEREAS, the County desires to enter into a contract with Abilita to provide Telecommunications Billing Auditing services for the Office of Management and Budget; and

WHEREAS, the scope of the project shall consist of performing an audit of telecommunications services billing for the Office of Management and Budget; and

WHEREAS, through the County's formal RFP process, Abilita was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:**

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 12-24 to Abilita.

Section 3. The County Administrator, or designee, is further authorized to execute the attached draft Contract with Abilita on behalf of the County for the completion of a telecommunications billing audit as specifically provided in RFP 12-24.

WHEREAS, the contract will be finalized after further negotiations but will be in substantial conformance with the attached draft contract.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21 day of February, 2012.

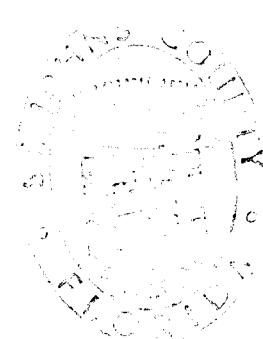
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]  
Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 2/23/12





## CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

This agreement made on \_\_\_\_\_ day of \_\_\_\_\_ 2012, shall be the complete and binding agreement between St. Johns County, Florida (County) and Abilita of North Florida, (The CONTRACTOR) a Corporation authorized to do business in the State of Florida, whose address is: 1417 Sadler Road, Suite 182, Fernandina Beach, FL 32034 Telephone: (904) 321-0483; Fax (888) 466-9276.

- I. **Scope of Services** - The CONSULTANT will perform the scope of services as described in RFP 12-24, Telecommunications Billing Auditing Services, and all addenda.

### Terms

1. The County will pay the contractor 35% of any savings realized as a result of implementing recommendations the CONTRACTOR provides to the COUNTY or of any expenses recovered by the COUNTY as a result of billing or fraud charges.
2. The fees and services described in the above scope of services do not include payment for the expenses of any out-of-County travel the CONTRACTOR may incur at the request of the County.
3. The services described in the above scope of services shall be performed at the direction and to the satisfaction of the County.
4. The CONTRACTOR shall account to the County for the time it has spent in performance of the services described above and shall maintain contact with **Doug Timms, Director Office of Management and Budget**, or designee, who will serve as a representative of the County, by telephone, fax, mail, and/or e-mail to inform the County of developments regarding the services described above and respond to said representatives comments and questions in a prompt and appropriate manner.
5. Either party may terminate this contract without cause by providing ninety (90) days written notice.
6. The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.
7. The CONTRACTOR shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.
8. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.
9. Once the CONTRACTOR submits to the County the deliverables noted in the Contract documents, then the CONTRACTOR may submit an invoice for payment, in an amount not to exceed the total amount of compensation noted elsewhere in this Contract. The invoice shall be in a form acceptable to the County. Upon submittal of an acceptable invoice, the County shall then have forty-five (45) days, in which to pay the CONTRACTOR, the invoiced amount.
10. The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.
11. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).
12. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.
13. Venue: Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
14. Review of Records: As a condition of entering into this Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the CONTRACTOR authorizes the COUNTY to examine, review, inspect,

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and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation not related to this Contract, and is otherwise protected by COUNTY, State, or Federal law.

15. Severability: If any word, phrase, sentence, part, subsection, section, or other portion of this Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
16. Duration of Contract: The duration of this Contract runs from 12:00 AM March 1, 2012 until 11:59 PM February 28, 2014.
17. Extension of Contract: Either the COUNTY or the CONTRACTOR may request, in writing, an extension of this Contract. If the extension request is acceptable to the other party, then an authorized representative of such party shall approve the extension request, in writing.
18. Permits and Licenses. To the extent that the CONTRACTOR needs to secure, obtain/acquire, and maintain permits, certificates, authorizations, and/or licenses, in order to perform the Scope of Services noted in this Agreement, then the CONTRACTOR shall be responsible (at the CONTRACTOR's sole expense) for securing, obtaining/acquiring, and maintaining any, and all, permits, certificates, authorizations, and/or licenses required by Federal, State, and/or County law, rule, regulation, or ordinance.
19. Amendments to this Agreement. Both the COUNTY and the CONTRACTOR acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the COUNTY and the CONTRACTOR acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the COUNTY and the CONTRACTOR.
20. Procedure for Achieving Assignment: In light of the scope and rationale for this Contract, neither the COUNTY, nor the CONTRACTOR may assign, transfer, and/or sell any of the rights noted in this Contract, or associated with this Contract, without the express written approval of the other party. Should either the COUNTY, or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.
21. Independent Contractor Relationship: The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor, and not an employee, agent, official, or servant of the COUNTY. As such, neither the CONTRACTOR, nor any employees, agents, officials, servants, nor subcontractors of the CONTRACTOR, are eligible for any benefits afforded employees or officials of the COUNTY. The CONTRACTOR shall exercise control over the means and manner in which the CONTRACTOR, and the CONTRACTOR's employees, perform the work that is set forth in this Contract. The CONTRACTOR does not have the power or the authority to bind (legally or equitably, in any manner whatsoever the COUNTY, in any promise, agreement, or representation, other than as specifically provided for in this Contract.
22. No Third Party Beneficiaries: Both the COUNTY, and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person and/or entity.
23. Insurance Requirements -
  - a) Workers' compensation - to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
  - b) Commercial general liability - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
    - a. Premises/operations
    - b. Products/complete operations
    - c. Contractual liability
    - d. Independent contractors

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- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
  - a. Owned autos
  - b. Hired autos
  - c. Non-owned autos

Special Requirements -

- a) Prior to execution of a contract certificates of insurance will be produced that shall provide for the following:
  - a. St. Johns County shall be named as additional insured by policy endorsement on the commercial general liability and on the business auto liability policies.
  - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

This Agreement contains the entire agreement and understanding of St. Johns County and the CONTRACTOR with respect to the matters covered herein, and may only be modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year written above.

**COUNTY**

St. Johns County, Florida  
(Typed Name)

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

Joe Burch, Purchasing Director  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

Cheryl Strickland, Clerk of Courts

By: \_\_\_\_\_ Seal  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**CONTRACTOR**

\_\_\_\_\_  
(Abilita of North Florida) Seal

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

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

By: \_\_\_\_\_  
Assistant County Attorney

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

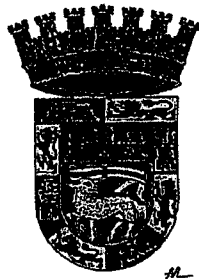
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REQUEST FOR PROPOSALS

**RFP #12-24**

FOR

**Telecommunications Billing Audit Services**

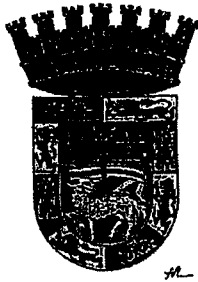


Issued By:

**St. Johns County  
Board of County Commissioners  
St. Johns County Purchasing Department  
2446 Dobbs Road  
Saint Augustine, Florida 32086**

**Due Date/Time for Receipt of Proposals: December 15 @ 4:00 P.M.**

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RFP #12-24

**ST. JOHNS COUNTY  
REQUEST FOR PROPOSALS**

**TELECOMMUNICATIONS BILLING AUDIT SERVICES**

Notice is hereby given that St. Johns County, a political subdivision of the State of Florida, will be accepting Letters of Interest and Qualification proposals for Telecommunications Billing Audit Services for the St. Johns County Board of County Commissioners **until 4:00 P.M. on December 15, 2011** at the St. Johns County Purchasing Department, 2446 Dobbs Road, St. Augustine, Florida 32086.

**Telecommunications Billing Audit Services**

Proposal packages may be obtained from Bridget Mein, Contract Specialist, St. Johns County Purchasing Department, 2446 Dobbs Road, St. Augustine, Florida 32086, or by via email request to [bmein@sjcfl.us](mailto:bmein@sjcfl.us), or by calling Onvia Demand Star at 800-711-1712 and requesting Document #12-24. Many packages can be downloaded from the Internet. Check the agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site – [www.demandstar.com](http://www.demandstar.com).

Qualified firms desiring to respond to the RFP must submit **ten (10)** proposal packages, clearly marked on the outside:

**Sealed Proposal for RFP #12-24  
TELECOMMUNICATIONS BILLING AUDIT SERVICES**

to St. Johns County Purchasing Department, 2446 Dobbs Road, St. Augustine, Florida 32086, by or before the time stipulated above.

**CONTACTS:** Questions related to the RFP should be directed to Bridget Mein, St. Johns County Purchasing, 2446 Dobbs Road, St. Augustine, FL 32086, fax number (904) 209-0163. Inquiries related to the work scope, clarification or correction must be in writing – by fax, email or mail - and received **no later than 4:00 p.m. on December 8, 2011** to allow adequate time for response and/or an addendum. Please do not contact any other staff member of St. Johns County, except the above, with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

An Evaluation Group will meet to compile the evaluators' scores and rank the responding firms in order at a public meeting in the Purchasing Conference Room located at 2446 Dobbs Road, St. Augustine, FL 32086. This will be a public meeting conforming to all applicable State of Florida Sunshine Laws.

**DUE DATE AND LOCATION** - The letters of interest and supplemental information will be received until **4:00 p.m. on December 15, 2011**. Mail or deliver all proposals to Bridget Mein, Contract Specialist, St. Johns County Purchasing Department, 2446 Dobbs Road, St. Augustine, FL 32086.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to and negotiate with the firm whose proposal best serves the interest of St. Johns County.

**Introduction:** St. Johns County, Florida (County) is requesting proposals from qualified firms to perform an audit of telecommunications services billing. It is St. Johns County's intent to seek out cost-efficient

telecommunications services while retaining the highest quality of services available. As a consequence, an emphasis will be placed not only the bidder's overall ability to minimize telecommunications costs, but also on how the bidder's performance can be tracked and verified. The audit shall be performed to determine cost savings to St. Johns County through analysis and reporting on areas such as, but not limited to:

- a) **Telecommunications Spending** - by Telecommunications carrier and/or by St. Johns County locations.
- b) **Savings Opportunities** - identified by carrier and/or by St. Johns County locations.
- c) **Credits Actually Processed** - by carrier and/or by St. Johns County locations (date and amount of credit).
- d) **Credits Actually Received** - by St. Johns County by carrier and/or by St Johns County locations.

**Government Profile:** St. Johns County is a political subdivision of the State of Florida governed by an elected Board of County Commissioners. In addition to members of the Board, there are five elected constitutional officers that are legally separate entities: Clerk of Circuit Court, Sheriff, Tax Collector, Property Appraiser, and the Supervisor of Elections. Further information regarding County governments, departments and services can be found at the following website: <http://www.sjcfi.us>.

**Scope of Work – Telecommunications Billing Audit Services:** - The scope of auditing services to be provided to the County is as follows:

- a) Auditing of all telecommunications related billing in all St. Johns County government locations.
- b) Providing inventory analysis and billing audit of all Telecommunications related invoices, including but not limited to voice, data, PBX, local Telecommunications equipment (MACs, maintenance, leases) and wireless invoices, and any subsequent savings recommendations. The firm is not required to provide training or contract negotiation services or services related to initiatives to curb demand.
- c) Providing and implementing telecommunications spending management tools which will assist St. Johns County to control Telecommunications spending on an ongoing basis.
- d) Consultation, upon request, with the County MIS Director, or his/her designee, concerning telecommunications auditing and related telecommunications management issues that may arise during the term of the contract period.
- e) Attendance, upon request, at any meeting of the Board of County Commissioners or any meeting of staff at which the completed telecommunications billing audit is to be discussed.

**Firm Requirements:** Any firm interested in serving as telecommunications billing auditor to St. Johns County, Florida must meet the following criteria:

- a) The firm must have competent technical experience in telecommunications billing auditing as well as a solid understanding of wireless device management, landline asset management, and network infrastructure optimization.
- b) The firm must have no conflict of interest with regard to any other work performed for St. Johns County.
- c) The firm must demonstrate a record of quality audit work.
- d) The firm must adhere to the instructions in this request for proposals on preparing and submitting the proposal.

Firms desiring to provide the required telecommunications billing audit services should apply by submitting **one (1) original** and **nine (9) copies** for a total of **ten (10)** sets of the entire proposal containing the following information:

1. Each response must be accompanied by a letter of interest **not exceeding two pages** which summarizes key points of the response in this request for proposals and which is signed by an officer

of the firm who is responsible for committing the firm's resources. The letter of transmittal should include the following:

- Name of the firm submitting the response,
  - A statement that the firm is responding to St. Johns County's request for statements of qualifications to provide telecommunications billing audit services to St. Johns County, Florida;
  - Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
  - Mailing and street addresses;
  - Telephone and fax number of firm's primary contact;
  - Brief narrative of the firm's qualifications to provide telecommunications billing audit services to St. Johns County and company background information including business objectives, technology, and company size and locations;
  - Such other information as the respondent deems appropriate.
2. Capability to meet deadlines.
  3. Subcontractor information, if applicable.
  4. Status of any disciplinary actions undertaken against the firm at a Federal or State level. If such action has been undertaken, the current status of the action must be provided.
  5. Proof of Liability Insurance, and its limits including deductibles.
  6. Drug-Free Workplace Form - A completed Drug-Free Workplace Form, substantially in the form attached hereto as **Appendix "B"** should be submitted with the firm's response. Failure to certify the firm as a drug-free workplace in accordance with Florida Statutes, Subsection 287.087 may result in rejection or disqualification of your response.
  7. Conflict of Interest - Without breaching client confidentiality include:
    - a) A statement indicating whether any clients are currently involved or to your knowledge anticipate being involved in proceedings or transactions involving St. Johns County as an adverse party, and
    - b) A description of any existing or potential conflicts of interest for the firm or its employees pertaining to St. Johns County from the date hereof.

**PROPOSAL FORMAT AND ADDITIONAL INFORMATION:** The firm shall submit a response complying with this request for proposals for telecommunications billing audit services. The information, documents and materials submitted in the response must be complete and accurate in all material aspects. All responses must contain direct responses to the following questions or requests for information and be organized so that specific subject areas being responded to are readily identifiable and in the same sequence as outlined below. Responses to each numbered request for information must begin with the question or request repeated at the beginning of the response. The responses shall contain a certification by the responder that its response to this request for proposals contains full disclosure and is complete and accurate in all material respects.

- 1) **Ability of Personnel** - St. Johns County requires that each firm responding to this request for telecommunications billing audit services identify its qualifications as they relate to the following required information:
  - a) Identification of the lead manager who will be in charge of the audit and other supervisors who will be assigned to the audit accompanied by resumes describing their roles and experience.
  - b) A description of the qualifications of other staff who will be assigned to the audit.
  - c) Demonstration that the firm has competent technical experience in auditing telecommunications billing.
- 2) **Experience** - St. Johns County requires that each firm responding to this request for provide:
  - a) A list of the firm's recent telecommunications billing audit clients, a description of the types of services performed and the length of time serving each client.

- b) A description of the current and historical experience of the firm that is relevant to completing the audit. Include information supporting the firm's ability to handle multiple audits simultaneously.
  - c) References of five (5) entities for which the firm has recently performed telecommunications billing audits and a list of telecommunications carriers that the firm has worked with in the last two (2) years. Reference must include at least one United States county government audit (preferably a Florida county government audit).
- 3) **Ability to Furnish the Required Services** – Each proposal must include a detailed work plan that addresses approach and method of how work on the project will be performed. The objective of the work plan is to demonstrate the firm's ability to logically plan and complete the project, and the firm's ability to successfully deliver any periodic progress reports, final reports, and presentations to the County.

Firms will be required to provide the following information on their audit approach:

- a) A description of the firm's structure, size (number of personnel), size of auditing staff, and complete range of services.
- b) A brief outline of their audit process with identification of each main step of the process.
- c) Proposed segmentation of the audit engagement including estimated completion time by segments and staff levels estimated to be assigned to each proposed segment of the engagement.
- d) An estimate of the level of support that will be required from St. Johns County locations, including titles/functions of necessary contributors, details of essential tasks to be performed and approximate time necessary to allocate for support of the audit.
- e) Approach to be taken with working with the St. Johns County MIS Department.
- f) Approach to be taken in collecting telecommunications billing data for purposes of preparing and submitting audit reports to the County.
- g) An approximate "Time to Money" schedule including key task deadlines for completing the audit. "Time to Money" is defined as the period of time between the start of the audit and the time that the first savings will be realized by St. Johns County.
- h) Examples of reports that would typically be made available to St. Johns County (i.e., progress reports, tracking tools, software applications, savings reports, etc.) by the bidder as well as frequency of follow up reporting.

- 4) **Fee Quotation** – A fee quotation shall be completed in accordance with **Appendix A**.

**EVALUATION OF PROPOSALS:** Proposals will be evaluated in accordance with St. Johns County Purchasing Policy and the specific criteria as follows:

Criteria	Rating Points
Ability of Personnel	0-25
Experience	0-25
Ability to Furnish the Required Services	0-30
Fee Quotation	0-20
<b>Maximum Points Allowed</b>	<b>0-100</b>

Please see attached Evaluation Sheet and Criteria. Evaluation Group members will individually review proposals. Final rankings will be compiled, summarized and ranked in a Public Meeting at the **Purchasing Department**, 2446 Dobbs Road, St. Augustine, FL 32086. This meeting will be held in accordance to all applicable Sunshine Laws according to Florida Statutes. The evaluation team will make

recommendations based upon the written submittals. Award of this RFP shall be made to the proposer/proposers who, in the sole opinion of the County, is/are deemed the most advantageous for the County.

If the chosen firm proposes to subcontract or otherwise engage the services of a third party, this must be disclosed in response to the proposal.

St. Johns County intends to select proposers that demonstrate, in the County's opinion, the highest degree of compliance with the criteria listed in this RFP.

The County reserves the right to request clarification of information submitted and to request additional information pertaining to one or more responses.

In the event that a Contract/Agreement is attached to the RFP, such Attached Contract/Agreement is For Discussion Purposes Only, and Not Necessarily Reflective of any Contract That May Be Ultimately Entered into By the County. In the event that a Contract/Agreement is Not Attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any Proposal does not constitute an award of a Contract/Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract negotiations will follow between the County and the selected Proposer. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no Proposer (whether selected or not) may seek or claim any award and/or re-imburement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Proposer. By submitting a Proposal, a Proposer agrees to be bound by these terms and provisions of the RFP.

**BID PROTEST:** Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

**INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

**CONTRACT TERM:** The County currently expects to retain the auditing services of the successful bidder to audit its telecommunications services through the full completion of the audit process as described by the provided segmentation of the engagement by the bidder which may include implementation of recommendations and savings evaluation process. In no case is there an expectation of contract extension beyond one year from the start of the engagement.

**INSURANCE REQUIREMENTS** - The successful bidder / proposer shall indemnify and hold St. Johns County, Florida, harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any related premises by the successful bidder/proposer, its' agents, representatives, vendors, sub-vendors, or employees. Prior to commencement of service/deliveries under this Contract, the successful bidder's insurance coverage shall comply with the following insurance requirements:

Worker's Compensation / Employer's Liability Insurance as required by the Worker's Compensation Laws of the State of Florida.

- Commercial general liability insurance to meet minimum requirements below:
  - Commercial General Liability \$1,000,000.00
  - Medical Expense \$5,000.00
  - Personal & Adv Injury \$1,000,000.00
  - General Aggregate \$2,000,000.00
  - St. Johns County listed as additional insured.

Insurance companies providing the required insurance coverage's for the successful bidder must be rated in the current issue of "Best's Insurance Key Rating Guide" at "A" for the policy holder's category and XIII for the financial category to be specifically approved by St. Johns County.

**INSURANCE CERTIFICATE** - A Certificate of Insurance, naming the St. Johns County Board of County Commissioners as an additional insured, will be required from the successful bidder at the time of signing of the contract. Certificates of Insurance are to be authorized in writing by an officer of the insurance company or companies, identifying their agent and executed by the agent with a copy of the agent's license by the insurance company attached. The Certificate must reflect the required coverage and at least a guaranteed 30 day written notice of cancellation of materials, or change in coverage will be given to St. Johns County. Certified copies of all policies must accompany the Certificate of Insurance when requested by the County.





December 15, 2011

St. Johns County  
Board of County Commissioners  
St. Johns County Purchasing Department  
2446 Dobbs Road  
Saint Augustine, FL 32086

To Whom It May Concern:

This letter is to express our interest in providing audit services to St. Johns County in response to the County's request for statements of qualifications to provide telecommunications billing audit services (RFP #12-24).

1. Abilita of North Florida is located at 1417 Sadler Road, #182, Fernandina Beach, Florida.
  - a. The Managing Consultant, and responsible party for this RFP, is Mark Price. His direct line is (904) 321-0483, and fax is (888) 466-9276.
  - b. The local firm is comprised of two full time consultants who each have over 15 years of experience in the telecommunications industry and is part of a network of Abilita consultants with over 30 offices across the US and Canada.
  - c. The firm has in depth experience providing billing audit services to multiple industries and organizations, including local and county governments. We use proprietary software that tracks client billing and provides reports on the status of savings during the course of our relationship with our clients.
  - d. Our objective is to find our clients cost savings in their telecommunications infrastructure services. We have successfully done this repeatedly for clients across the country in fixed local services, wireless services, long distance, and data services.
2. Abilita of North Florida has the full capability of meeting the County's deadlines.
3. We do not subcontract our work. We occasionally work with other offices in the Abilita network that have particular expertise on a relevant subject or technology.
4. There are no disciplinary actions of any kind taken against the firm at any level, Federal or State.
5. Insurance: Per Florida Statutes, Abilita of North Florida is eligible for exemption from Worker's Compensation insurance requirements. Abilita of North Florida has filed the Notice of Election to be Exempt forms to the State of Florida. Should the County change this requirement, we are fully capable and willing to implement this insurance coverage.

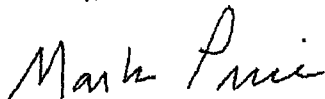
6. The Completed Drug-Free Workplace Form is included with the Abilita proposal.
7. Abilita of North Florida:
  - a. Has no client with proceedings or transactions involving the County as an adverse party.
  - b. Does not have any conflicts of interest, the firm or its employees, with the County.

Since our founding in 2004, Abilita has been very effective in helping both private and public sector clients achieve significant cost savings for their telecom expenses. With over 30 offices across North America, we have a deep breadth of understanding and experience in telecommunications.

Abilita is unique from many firms in this area, as we have zero financial incentive with service and hardware providers. In other words, we never take a commission or fee from any provider. We receive compensation exclusively from our clients. This independence assures our clients that our analysis and recommendations are always in their best interest. We are fully confident we can complete an audit for St. Johns County in a timely, effective and professional manner delivering an independent review of existing infrastructure and potential cost saving recommendations.

We respectfully submit the attached Proposal for Telecommunications Billing Audit Services to St. Johns County.

Sincerely,



Mark A. Price  
Managing Consultant

# St. Johns County RFP #12-24

Telecommunications Billing Audit Services

12/12/2011

ABILITA of North Florida

Mark Price, Managing Consultant

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## Request for Proposal from St. Johns County, FL RFP #12-24, Telecommunications Billing Audit Services

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Abilita is pleased to present our qualifications to act as a Consultant to St. Johns County on this project to audit the county's telecommunications billing services. Abilita is a North American consulting firm that specializes in telecommunications technology. We work with our clients on strategic technology planning, new technology evaluations and implementation, project management, contract negotiation, and ongoing technology cost optimization. Our all-encompassing approach - Technology, People and Process Consulting - maximizes our effectiveness in servicing our clients' needs and ensures proper integration of new technologies and /or processes within a client's business system and culture.

### 1. Ability of Personnel

a.) *Identification of the lead manager who will be in charge of the audit and other supervisors who will be assigned to the audit accompanied by resumes describing their roles and experience.*

Our consultants operate both individually and as teams, bringing specific skill sets to each project as needed. In this case, we have assembled a team of telecom experts to support this project.

The project team will be led by Mark Price, the local Abilita representative, who will be responsible for overall management of this project as well as all of the local interaction with county staff and potential vendors. Mark will also lead the development of all documentation as well as technical and business case evaluations.

Support for technology evaluation, process reviews and project management issues will be provided by Holly Kennedy Price, an Abilita Consultant. Review of local area and wide area network (LAN/WAN) designs or operational issues will be provided by Al Weigand and John Stinson, both are senior members of Abilita consultancy.

#### Mark Price

Mark Price is the local consultant for Abilita in Florida. His specialty is understanding network cost structures, design and operation. Mark has over 20 years in the telecom industry in various capacities.

Some of Mr. Price's accomplishments include:

- At Sprint, Mark developed pricing structures and contract terms and conditions for large businesses.
- At BellSouth, Mark was responsible for new Long Distance products and pricing as well as product management for business lines.
- At Corporate Resources, Mark developed key relationships with executives at AT&T and other telecom providers.
- Mark led the consulting engagement with Atlantic Coast Bank, resulting in significantly lower cost structure without altering the existing telecom structure.

- Founded the Abilita of North Florida office that now serves 18 clients saving a significant amount of expenses.
- Very strong relationships with key vendors

Mark has a BBA in Finance from the University of Georgia and a Master of Business Administration from Georgia State University.

*b.) A description of the qualifications of other staff who will be assigned to the audit*

Holly Kennedy Price

Holly Price is a local consultant for Abilita in Florida. Her specialty is cost analysis, vendor management, and wireless cost optimization and management. Holly has over 16 years of experience in the telecommunications industry in various roles.

Some of Ms. Price's accomplishments include:

- Evaluated, selected and negotiated contracts with vendors for network platforms and components.
- Managed a variety of projects in international markets, from strategic planning and price plan development to the launch of services for a new wireless network.
- Led the engagement for Newton County Board of Commissioners which resulted in significant cost reductions.
- Manages over 400 wireless devices for Abilita clients.

Holly Price speaks Czech, as well as basic French, Russian and Spanish. Holly has a BA in International Studies from the University of Washington.

Al Weigand

Al Weigand is the local consultant for Abilita in the Pacific Northwest. His specialty is large network business case development, design and operation. Al has 32 years experience designing and operating voice and data networks for Tier 2 and Tier 3 service providers where he was a senior executive responsible for all aspects of the network and service operations.

Some of Mr. Weigand's accomplishments include:

- Developing Strategic Technology Plans for Tier 2 and Tier 3 telecommunications carriers, which were a critical part of the overall business strategy.
- Creation of service processes and continuous improvement efforts in a carrier environment.
- Leading the engineering and deployment efforts of incumbent and competitive telecommunications carriers providing voice, data, Internet, and video services as well as phone systems.
- The planning and deployment of: a 1,000+ port voice conferencing platform for a commercial conference service provider; regional carrier fiber optic networks from OC-3 through DWDM; three carrier-class voice-over-IP (VoIP) switches; Metro Ethernet networks; Ethernet-over-copper access technologies; a service provider MPLS network; an Internet Protocol television network (IPTV); a video on-demand service; and design and build-out of data center and collocation space.
- Management of capital technology budgets in excess of \$50 million.
- Development and pricing of enterprise voice and data services for a service provider.

- Developing and managing an RFP for a Canadian company seeking collocation space and long-distance services in excess of 1 million minutes per month.

Al Weigand has a degree in Electrical Engineering from Point Park University, a Masters in Business Administration from Robert Morris University, and is a registered Professional Engineer.

#### John Stinson

John Stinson is a senior consultant for Abilita in West Central Florida. His specialty is enterprise Telecom business case development, design and implementation. John has over 30 years of experience in the designing and marketing of voice and data diagnostic systems used by major service providers around the world. Most recently he was a senior executive for Acterna (now a division of JDSU) responsible for all aspects of product development, marketing, manufacturing and service operations.

Some of Mr. Stinson's accomplishments include:

- Senior Manager at Agilent Technologies (formerly part of Hewlett Packard) with a market focus on worldwide telecommunications.
- Creation of service processes and continuous improvement efforts in an electronics production environment.
- Leading the engineering and deployment efforts of test instrumentation to incumbent and competitive telecommunications carriers providing voice, data, Internet, and video services.
- Management of capital technology budgets in excess of \$50 million.
- Development and pricing strategies for major US Government program bids.

John Stinson has a degree in Electrical Engineering from Strathclyde University, in Glasgow, Scotland and has been a US citizen since 1995.

#### *c.) Demonstration that the firm has competent technical experience in auditing telecommunications billing.*

Abilita's deep breadth of services and prior engagements demonstrates our technical capabilities with the process of auditing telecommunications and translating those results into an actionable set of recommendations designed to lower costs and optimize the network infrastructure. Our process starts with a forensic level audit of an organization's entire telecommunications infrastructure (wireless, local, long distance, data & maintenance). By benchmarking usage at this level of detail, we build, from the ground up, an understanding of an organization's current usage and cost structure.

While completing the audit, we begin to understand where the opportunities to optimize are. Additionally, with understanding the various states of contract compliance and identification of potential billing errors the process yields data that allows us to develop a report that when presented details all of the opportunities to lower costs as well as the mechanism and process to validate those savings initially and over time.

Functionally, this is the process we follow and the backbone of our success. Our mission is not to challenge how or why an organization deploys technology, but to ensure that those services are fully utilized and that the cost structure matches. Today's communications needs dictate a robust network with a very high quality of service. Normally, organizations are not advised to change carriers without compelling on-going service issues or significant opportunities to lower costs.

Because Abilita does not in any way profit from which vendor a client's stays with, or elects to migrate to, we offer our clients a high level of confidence that recommendations for network optimization are developed with only the clients' best interest, and never with a desire to earn a commission.

## **2. Experience**

*a) A list of the firm's recent telecommunications billing audit clients, a description of the types of services performed and the length of time serving each client.*

### Examples of Recent Projects Relevant to the Scope of Services

*Newton County Board Commissioners (Please see Appendix B for a detailed engagement overview)*

Newton County is located just outside metropolitan Atlanta, GA. Over the last 10 years, the county experienced explosive population growth. In support of this growth, the county was required to make ongoing investments in infrastructure. However, as the housing market slowed, the county was faced with a significant decline in tax revenue along with regulatory changes which put additional pressure on the county financial outlook. As an organization, the county undertook an across the board look at all expenses. Abilita was asked to complete a detailed telecom cost analysis.

The county has over 50 locations and utilizes several vendors in support of its wire line and wireless services. Through our efforts to assess the telecom environment (services, locations, compliance and utilization) we outlined a series of changes leading to a significant lowering of the county's monthly recurring costs to support the telecom needs. About 12 months after the implementation of the recommendations, Abilita continues to partner with the county supporting the ongoing invoice analysis and wireless cost management.

### *The City of Fernandina Beach, FL*

The City of Fernandina Beach, FL is located about 30 miles north of Jacksonville, FL. The city has 15 locations and utilizes one primary vendor for local, long distance and data. Additionally, the city has about 100 mobile devices with one primary vendor. Abilita conducted a comprehensive audit for the city, testing every line, and conducting optimization studies for data usage as well as mobile device plan optimization analysis. The audit took about 90 days to complete and then we presented our results.

We continue to work with the Director of IT and have additionally completed two small consulting assignments, assisting with a vendor selection process for a colocation facility, and a pricing analysis to move the city to a VOIP platform.

### *Montcalm County*

Montcalm County is a municipal government with 120 staff located in Stanton, Michigan. Abilita was initially engaged to provide assistance with the procurement of a new phone system including a needs assessment, creation of RFP, analysis of responses, evaluation of proposed solutions and project managing the implementation of the selected solution.

Abilita's process included user group meetings with each department, a discussion with senior staff to understand the future strategic objectives as they pertained to the communications system, a review

of the network infrastructure, management of the RFP process, assistance in vendor selection, negotiation of vendor agreements and project management of the implementation phase.

*Atlantic Coast Bank (Please see Appendix C for a detailed engagement overview)*

Over the course of the last several years, this northeast Florida based customer was experiencing a decline in customer service and responsiveness from the primary telecom supplier. The IT leadership team elected to engage Abilita to optimize network services, analyze historical contract compliance, assess equipment support and upgrade requirements, and evaluate alternative carrier options. The financial institution has 17 locations, broken out by branches, headquarters and administrative support locations and utilized a single vendor solution for its MPLS based voice and data network services as well as multiple PRI's for local and long distance voice services. The institution also utilized a single vendor for wireless services, and while not having any support issues, elected to have Abilita audit wireless usage as well. Abilita continues to support the bank about 15 months after completing the audit and implementing cost reduction recommendations.

*b) A description of the current and historical experience of the firm that is relevant to completing the audit. Include information supporting the firm's ability to handle multiple audits simultaneously.*

Abilita was founded in 2004. Offices are located across the US and Canada. Over the last 8 years, we've completed thousands of audits and currently manage some or all of over 600 client portfolios of network services. The deep bench of consultants Abilita has, including two offices in Florida, allows us to quickly get up to speed and engaged with a new client. Additionally, several of our consultants specialize in assisting with new client engagements in terms of assimilating invoice data and building the client's benchmark of services, often one of the lengthiest steps of a telecom audit.

*c.) References of five (5) entities for which the firm has recently performed telecommunications billing audits and a list of telecommunications carriers that the firm has worked with in the last two (2) years. Reference must include at least one United States county government audit (preferably a Florida county government audit).*

**1. Newton County, GA**

Kathy Morgan  
Chairwoman of the Newton County Board of Commissioners  
Email: [kathy.morgan@co.newton.ga.us](mailto:kathy.morgan@co.newton.ga.us)  
Phone: 678-625-1201

**2. Atlantic Coast Bank**

Herman Klinger  
CIO & Sr. Vice President  
Email: [klingerh@atlanticcoastbank.net](mailto:klingerh@atlanticcoastbank.net)  
Phone: 904-998-5532

**3. Montcalm County**

Chris Hyzer  
Controller/Administrator  
Email: [chyzer@co.montcalm.mi.us](mailto:chyzer@co.montcalm.mi.us)

Phone: 989-831-7300

**4. City of Fernandina Beach, FL**

Mike Rooney  
Director of IT  
Email: [mrooney@fbfl.org](mailto:mrooney@fbfl.org)  
Phone: 904-277-7304 x4001

**5. Landauer**

Doug King  
Vice President and CIO  
Email: [dking@landauerinc.com](mailto:dking@landauerinc.com)  
Phone: 708-441-8315

**3. Ability to furnish the required services.**

*Each proposal must include a detailed work plan that addresses approach and method of how work on the project will be performed. The objective of the work plan is to demonstrate the firm's ability to logically plan and complete the project, and the firm's ability to successfully deliver any periodic progress reports, final reports, and presentations to the County.*

*Firms will be required to provide the following information on their audit approach:*

*a) A description of the firm's structure, size (number of personnel), size of auditing staff, and complete range of services.*

Abilita is an organization comprised of 31 offices across the US and Canada. Abilita of North Florida is a Florida Incorporated business and a licensee of the Abilita network. Abilita of North Florida is a two person team with a contractor based in Tampa, FL. Across the network of Abilita offices, there are about 50 consultants and team members.

Our services include the following:

- Telecom Cost Optimization
- Telecom Expense Management
- Wireless Optimization and Management
- Technology and Process Improvement

Abilita does not sell, broker or act as an agent for any service or hardware providers. We are prohibited from having any financial incentive with service and hardware providers. This independence allows us to develop recommendations that are completely free of a sales or commission based motivation.

In many cases Abilita approaches projects in a teaming arrangement allowing us to bring a number of resources into a project very quickly and seamlessly as all of the Abilita offices operate under the same

set of operating principles. The way one office manages a project would be the same way another office manages a project.

b.) *A brief outline of their audit process with identification of each main step of the process.*

Upon engagement:

#### DATA COLLECTION & INPUT

Step 1 – Collect a complete inventory of service by location, vendor and service type. This is usually done through collecting invoices (either paper or from online access). Abilita offers the service of collecting the invoices on-site if needed. If online access is not available to collect invoice activity, we will also start the process of setting-up online access approval.

Step 2 – Input of all service activity, usually a three month view, into our software tool called TelcoRx. This tool allows us to build a benchmark of inventory across all locations, vendors and services. The level of detail is down to the taxes/fees on the local line level.

#### ANALYSIS

Step 3 – While we are building the inventory benchmark we partner with your vendors to understand the telecom infrastructure deployment. We also work with the IT team to build an understanding of how and why certain aspects of telecom are deployed. This step includes complete validation and utilization of services, including testing all lines. This step also includes a detailed review of existing contracts for compliance and possible identification of incorrect billing.

Step 4 – As we work through Step 3, we build a list of recommendations for review. These recommendations are built around opportunities we identify to lower costs. If we uncover any over-billing charges, we immediately work with the vendor to collect and return those charges. We will also immediately address any fraud charges we identify. The conclusion of Step 4 is a complete inventory of services, recommendations and the estimated cost benefits of the recommendations.

#### PRESENTATION

Step 5 – Presentation of our findings to appropriate groups. We deliver a detailed read out of the work completed, presentation of current cost structure, recommendations, cost benefit of the recommendations and go-forward plan on implementation.

#### IMPLEMENTATION

Step 6 – Abilita project manages the implementation of all ACCEPTED recommendations. We ensure the changes are timely and accurate.

#### COMPLIANCE AND MANAGEMENT

Step 7 – Over the course of two years, we will continue to monitor the services that we modified as a result of implementing recommendations. In other words, if no recommendations were implemented on, for example, a private line circuit between two locations, we would not report or manage the invoice

activity of that service. However, if we were to lower the cost structure of that circuit, every quarter we provide a report detailing that the circuit was in fact enjoying a lower cost structure.

Appendix A provides a highly detailed view of our audit steps.

*c.) Proposed segmentation of the audit engagement including estimated completion time by segments and staff levels estimated to be assigned to each proposed segment of the engagement.*

The audit process takes some time to complete. This is usually a function of having to work through how a vendor responds to request for data and the time it takes to implement changes with a vendor. Billing and contract changes can usually be completed within a 1 or 2 bill cycles. Implementation of any new services can take up to 90 days.

- Data collection & input: 60 to 90 days. Abilita staff 2 for collection and up to 5 for input.
- Analysis: 30 – 60 days. Abilita staff 1 or 2.
- Presentation: Depending on availability of client. We are available to present as soon as the Analysis phase is complete. 1 day. Abilita staff 1.
- Implementation: 30 – 90 days. Abilita staff 1 to 3.
- Compliance & Management: The engagement time frame for accepting a recommendation is 24 months. At the end of the 24 month period, we can continue to support a client, however there is no requirement to do so. Abilita staff 2 to 3.

1. Vendors worked with within last two years:

- AT&T
- Verizon
- Paetec/Windstream/Nuvox
- TDS
- Cross Telecom
- TW Telecom
- Granite Telecom
- Black Box
- Comcast
- Sprint
- Qwest
- Continuant
- Charter Communications

- Cbeyond
- Integra
- CenturyLink

*d.) An estimate of the level of support that will be required from St. Johns County locations, including titles/functions of necessary contributors, details of essential tasks to be performed and approximate time necessary to allocate for support of the audit.*

Completion of the audit requires very little support from the client. Abilita needs to collect invoices; this is usually from Accounts Payable or Billing. During the audit, we have questions about current configuration or client usage needs. These questions can usually be answered by the IT/Telecom Manager or staff.

*e.) Approach to be taken with working with the St. Johns County MIS Department*

Abilita's approach is not to challenge current infrastructure, but to understand what is deployed, how it is used and then validate costs and optimization. We partner with the MIS Department through the audit and become an extension of the MIS Department in terms of cost management, vendor management and invoice analysis during the term of an engagement. Our efforts are designed not to create additional work or tasks for the MIS Department but instead to off-load the cost management process.

*f.) Approach to be taken in collecting telecommunications billing data for purposes of preparing and submitting audit reports to the County.*

Abilita can collect invoice activity by making copies locally, or by gaining on-line access to vendor billing platforms.

*g.) An approximate "Time to Money" schedule including key task deadlines for completing the audit. "Time to Money" is defined as the period of time between the start of the audit and the time that the first savings will be realized by St. Johns County.*

The time it takes Abilita to identify and communicate recommendations is usually 60 – 90 days. We uncover billing errors during the analysis and are able to communicate those during Step 2, within about 60 days.

Billing error recovery: 30/60 days after notifying the vendor

Fraud charge recovery: 30/60 days after notifying the vendor

New contract pricing on existing services: 30/60 days after implementation of the agreement

New cost basis from new services/vendor: 90 – 120 days from executing new agreement

*h.) Examples of reports that would typically be made available to St. Johns County (i.e. progress reports, tracking tools, software applications, savings reports, etc.) by the bidder as well as frequency of follow up reporting.*

When we present our findings, we are able to deliver a Telecommunications Analysis Report (TAR). This report details out every single service we analyze and compiles the data across the entire organization's telecom infrastructure into a single document. The TAR then summarizes the data into four categories (wireless, local, long distance and data). Additionally, the TAR validates how we arrive at an estimated cost benefit, because of the level of detail, every single recommendation has a cost benefit associated with the opportunity.

If moving forward, Abilita provides a detailed cost savings report each quarter providing an explanation of what and where the savings are from actual invoice activity.

Abilita also offers an online asset tracking application where each month we input all of a client's invoice activity into a platform that then can show the data in any way a client needs it provided. This Telecom Expense Management (TEM) platform can also provide bill payment, cost accounting and even interface with a GL system. This application is not a part of a contingency audit or the recommendations and validation reporting, but is a very good system to implement once a network is optimized providing long term asset management and visibility to costs. Deployment and management of this platform is very cost effective and can be implemented in conjunction with an audit, at any time during the engagement or in-lieu of a telecom audit process.

*4. Fee Quotation – A fee quotation shall be completed in accordance with Appendix A.*

Under Abilita's Contingency agreement, the client does not incur any costs unless the client realizes an actual savings or received a credited amount from a vendor. We do not bill based on estimates or assumption of savings resulting from our recommendations.

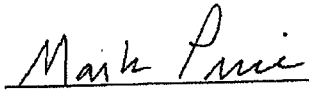
All of our recommendations are optional. A client is not obligated to accept or act on any of our recommendations. This does not include identification and return of any billing errors recovered from vendors.

Based on our understanding of St. Johns County telecommunications infrastructure, the county will pay Abilita 35% of any savings realized as a result of implementing a recommendation Abilita provides to the client. Each recommendation has a term of 24 months. Upon acceptance and implementation of a recommendation, client agrees to share 35% of the savings resulting from the recommendation for the duration of the term of the agreement. Client will keep 65% of the associated savings. At the end of the 24 months, 100% of the savings will accrue to the client. The client may not implement a recommendation on their own to avoid sharing the cost savings with Abilita. Abilita does not invoice a client until the client receives the benefit and it can be validated from invoice activity.

The client will pay Abilita 35% of any expenses recovered as a result of billing or fraud charges.

Various examples of recommendations:

- Disconnection of unused/unneeded service
- Implementation of new/correct discount/pricing structure
- Implementation of alternative vendor at lower cost
- Configuration change of services resulting in lower costs
- Negotiation of new/alternative contracts
- Disconnection of fraud charges
- Correction of billing errors

  
\_\_\_\_\_  
Mark Price  
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[mprice@abilita.com](mailto:mprice@abilita.com)

12/12/11  
December 12, 2011

Attached are:

- Appendix A – Detailed Audit Steps
- Appendix B – Detailed Client Engagement - Newton County GA Board of Commissioners
- Appendix C – Detailed Client Engagement - Atlantic Coast Bank

## Appendix A

### **Abilita Audit Components/Process**

#### **Telecom Invoice Audit Purpose**

- To Validate the Billing Accuracy of Fixed Monthly Recurring Service Costs (MRCs)
- To Validate the Billing Accuracy of Usage Costs per Minute (CPM)
- To Confirm the Billing of Known Services
- To Identify the Billing of Unknown or New Services
- To Identify the Billing of Unauthorized Services
- To Identify Out-of-Policy Charges
- To Identify Areas of Cost Optimization
- To Understand the Service and Usage Costs That Contribute to the Telecom Budget

#### **Audit Methodology**

- Catalog Supporting Collateral
- Validate Billing Accuracy
- Optimize Accurate Billing
- Validate Invoices Periodically to Maintain Accuracy

#### **Step #1: Catalog Supporting Collateral**

- Build a Catalog of Supporting Materials to Establish a Baseline from Which Invoices Will Be Validated for Billing Accuracy
- Optimization Will Be Performed and Services Will Be Identified to validate their existence.
- Audit Preparation
- Assemble Audit Collateral
  - Location list
    - Purpose: to identify the physical service addresses in the organization where telecom services are terminated.
    - Location List Components
      - Physical service addresses
      - Invoice billing addresses
      - Point of contact information for each location
  - Invoices
    - Purpose: to baseline Telecom Service Provider records that account for the monthly costs of telecom services.
    - Invoice Types
      - Summary
      - Detail
      - Do not pay
      - Audit Preparation
  - Customer service records (CSRs)
    - Purpose: to gain understanding of service components and individual charges that contribute to local exchange carrier (LEC) invoices.
    - Obtaining CSRs

- Order from LECs
- Online
- Included on invoices
- Contracts
  - Purpose: to understand how net effective costs are derived and what those costs are.
    - Contract Types
      - Term
      - Verbal
      - Month-to-month
- Contract Addenda
  - Defined: any revision to the original contract or an extension to an original contract.
- Tariffs & Service / Price Guides
  - Purpose: to establish a basis for all telecom contracts.
    - Tariffs vs. Service / Price Guides
      - Defined: tariffs are official intrastate service offering documents filed by Telecom Service Providers with state public utility commissions (PUCs).
      - Defined: service / price guides are official service offering documents made publicly available by interstate Telecom Service Providers (typically on their web sites).

**Step #2: Validate Billing Accuracy**

- Perform an Invoice-to-Contract Compliance of All Services and Usage Types to Determine Billing Accuracy
- Invoice Error Identification
  - What Is a Billing Error?
    - Defined: any service or usage sensitive telecom component that is not billed at the contractual net effective rate.
- Billing Rate Components
  - Service considerations
    - Fixed contractual rates
    - Discounts against tariff or service / price guide rates
  - Usage considerations
    - Traffic type
    - Service connection type
    - Surcharges (e.g. payphone, connection, etc.)
- Traffic Type
  - IntraLATA
  - InterLATA (intrastate / in-state)
  - Interstate
  - International
- Service Connection Type
  - Dedicated-dedicated
  - Dedicated-switched / switched-dedicated
  - Switched-switched

- Inbound
- Outbound
- Other Billing Errors
  - Types of Local Telecom Service Provider Billing Errors
    - Contractual discounts not applied
    - Volume attainment discounts not applied
    - Loose toll traffic billing on invoices
    - Back-of-bill invoiced items
      - Slamming
      - Cramming
  - Disconnected services are being billed
  - Services that do not belong to your organization are being billed
  - Types of Long Distance Telecom Service Provider Billing Errors
    - Loose traffic
    - Convenience or "thrifty" billing
    - Contractual discounts not applied
    - Minimum usage billing
    - Services are not installed or don't belong to your organization
  - Types of Wireless Telecom Service Provider Billing Errors
    - Roaming included in plan is billed
    - Features included in plan are billed
    - Rate plan is incorrect
    - Features not ordered are billed
  - Types of Internet / Data Telecom Service Provider Billing Errors
    - Inaccurately billed rates
    - Misapplication of provisional waivers
    - Volume attainment discounts not applied

**Step #3: Optimize Accurate Billing**

- Optimization is the practice of improving the hard and soft dollar costs associated with telecom services and usage.
  - Cost Reduction Opportunities
    - Validate Invoiced Services Exist
      - Line checks
      - Synchronize billed services with service order moves, adds, changes and disconnects
    - Validate Invoiced Services are Used or Usable
      - Traffic studies
      - Periodic testing of redundant services
- Implement Corporate Usage Policies
  - Calling cards
  - Audio conferencing
  - Cell phones
  - Pay-per-use features
    - Collect calling
    - Directory assistance

- Call completion
- 900 numbers
- 800 numbers
- \*xx features
- Identify Billing Inefficiencies
  - Wire maintenance
  - Equipment insurance
  - Loose traffic
  - Month-to-month contracts

**Step #4: Validate Invoices Periodically to Maintain Accuracy**

- Periodic Audits and Invoice Validation Prevent Overpayments and Telecom Budget Waste Created by Errant Billing.
- Monthly Review Activities
  - Review all LEC invoices back-to-front for 3rd party billing
  - Spot check CPM on domestic usage
  - Spot check CPM on international usage
  - Validate one-time charges
  - Validate prorated charges
  - Validate installation charges
  - Identify all invoices not on invoice catalog
  - Validate MACDs against service inventory
- Biannual Review Activities
  - Validate all MRCs
  - Validate all CPMs
  - Validate all one-time bonus credits
  - Validate the existence of all services

## Appendix B

### **Newton County Commissioners, GA**

Newton County is located just outside metropolitan Atlanta, GA. Over the last 10 years, the county experienced explosive population growth. In support of this growth, the county was required to make ongoing investments in infrastructure. However, as the housing market slowed, the county was faced with a significant decline in tax revenue along with regulatory changes, which put additional pressure on the county financial outlook. As an organization, the county undertook an across the board look at all expenses. Abilita was asked to complete a detailed telecom cost analysis.

The county has over 50 locations and utilizes several vendors in support of its wire line and wireless services. Through our efforts to assess the telecom environment (services, locations, compliance and utilization) we outlined a series of changes leading to a significant lowering of the county's monthly recurring costs to support the telecom needs. About 10 months past the implementation of the recommendations, Abilita continues to partner with the county supporting the ongoing invoice analysis and wireless cost management.

### **Introduction**

Faced with a sharp reduction in tax receipts, The Newton County Government Board of Commissioners tasked their departments to investigate and report on any means to lower existing expenses and infrastructure costs. A commissioner on the board suggested an outside firm review and audit the county's telecom invoices. This led to a discussion between the county and Abilita. Abilita presented our process, as well as expectations that might result from an engagement, to the Board. After meeting with the IT team, the county Finance Director and then presenting to the Board of Commissioners, the county moved forward with Abilita in an effort to optimize costs.

### **Initial Engagement**

Abilita's engagement has three phases. The initial phase is to learn how the county uses telecommunications services, and conduct a forensic audit of all telecom and IT related services. This results in Phase 1, a report and corresponding read-out of our findings. Phase 2 is the implementation of any recommendations. Phase 3 completes a study validating accuracy of new billing and discount structure.

### **Phase 1**

Phase 1 started with the collection of the county's invoice/usage activity for dedicated and analog voice services, long distance, wireless devices, support agreements, internet and WAN network. The county's voice and data network configuration is broken out by four main sites and 54 satellite locations, as well as over 250 mobile devices. Almost all of this data we obtained directly from telecom vendors. The Abilita team then loaded this data into a software program completing a master inventory of services. Over the next month, Abilita conducted a detailed analysis of services and providers identifying how the county might optimize its network and/or vendors to lower costs. This effort includes reviewing invoices for accuracy, reviewing contract status and compliance, and studying what features are in use compared to business needs (landline and wireless) and assessing alternative providers' services and pricing. After completing the audit, Abilita scheduled and presented the findings to the Finance Director, County Commissioner and then to the entire Board of Commissioners. Abilita then presented its findings and process to department heads to provide a level of confidence on how changes would impact their teams.

Phase 2

After presenting the findings, the board moved to vote on our recommendations and accepted all of them. The Abilita team developed a project plan to complete the updates and worked with the County's IT team to begin the process. The bulk of the savings came from changing their Local Service provider, Long Distance provider, equipment support provider, optimizing wireless services, executing a new, negotiated agreement for Internet, and updating the features on the Centrex lines.

The implementation of the new Local Service provider was the most significant in terms of customer real time involvement. The migration was broken out into two days. The main building had two PRI's (Local Service lines) and the Sheriff's department had one PRI. The new LD service flowed with the PRI changes.

The Internet optimization was a function of renegotiating the contract for services. The County's support of equipment was provided by the incumbent PRI provider and was not a competitively priced product. A new, national provider was brought in for a significant reduction in cost.

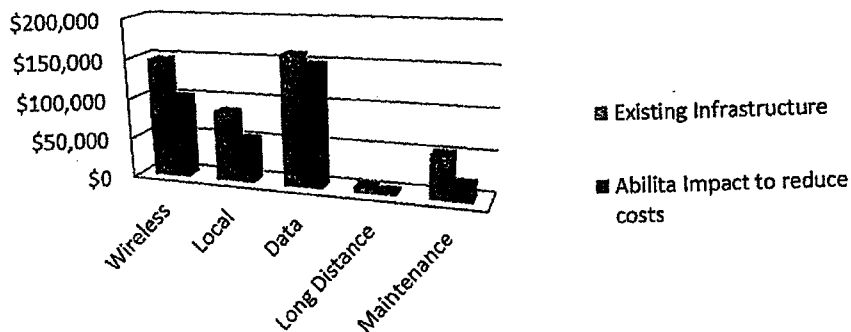
The County's configuration called for the continued use of Centrex lines at some locations. Abilita studied all of the line costs and features and then optimized both.

The County had a number of wireless devices, comprised of data cards, smart phones and non-smart phones. The team worked with the incumbent providers to optimize their plans, providing significant reduction in costs.

Phase 3

Management and completion of the updates and changes took place over the course of about three months. During that time and subsequently, Abilita worked closely with the suppliers to validate and ensure accurate pricing. In this case, most of the pricing was updated accurately, however a couple of services did not and we worked to get this corrected. The wireless updates were completed quickly, and the corresponding billing changes were implemented on-time. However, Abilita did have to wait about two billing cycles for the provider to post credits as a result of prior billing errors.

**Cost Benefits - Annual Expense**



### **Ongoing Engagement**

Abilita's process, under a contingency engagement, provides ongoing support for its clients. With multiple platforms, we regularly analyze our clients' invoice activity, validate accurate billing every period and report on those findings. This also allows us to identify new ways to improve the cost structure as both costs change and usage evolves.

Wireless is the most fluid of services that Abilita manages. By engaging with our clients, Abilita continues to monitor and update the wireless portfolio to take advantage of the most recent billing options and ensure that the mix of devices and plans is optimal. Additionally, the Abilita team advocates for our clients with their service providers, providing a comprehensive vendor management solution. Working with Abilita, rather than directly with your vendors, will save your team valuable time.

### **Conclusion**

The engagement with The Newton County Board of Commissioners is a successful one. Measured by savings realized, heightened level of support and an ongoing validation process, the positive results are measurably successful. The telecom audit, from start to implementation of recommendations, was completed within a year. However, the county now enjoys a lower cost structure that will keep downward pressure on costs going forward. The biggest challenge with this effort was timing and managing the fact that multiple constitutional offices were impacted. The implementation for the most part went smoothly, and where there were challenges, we ran point to get them resolved quickly.

## Appendix C

### **Atlantic Coast Bank**

#### **Introduction**

Over the course of the last several years, this northeast Florida based customer was experiencing a decline in customer service and responsiveness. The IT leadership team elected to engage Abilita to optimize network services, analyze historical contract compliance, assess equipment support and upgrade requirements, and evaluate alternative carrier options. The financial institution has 17 locations, broken out by branches, headquarters and administrative support locations, and utilized a single vendor solution for its MPLS based voice and data network services as well as multiple PRI's for local and long distance voice services. The institution also utilized a single vendor for wireless services, and while not having any support issues, elected to have Abilita audit wireless usage as well.

#### **Initial Engagement**

An engagement is broken out into three phases. The initial phase is to learn how the organization uses telecom, and conduct a forensic audit of all telecom and IT related services. This results in Phase 1, a report and corresponding read-out of our findings. Phase 2 is the implementation of any recommendations. Phase 3 is compliance.

#### **Phase 1**

Phase 1 started with the collection of the financial institution's invoice and usage activity for dedicated and analog voice services, long distance, wireless devices, support agreements, internet, equipment and WAN network. Almost all of this data was obtained directly from service providers. Our team then loaded this data into Abilita's software program completing a master inventory of services. Over the next several months, Abilita conducted a detailed analysis of services identifying how the financial institution might optimize its network to lower costs. This effort includes reviewing invoices for accuracy, reviewing contract status and compliance, and studying what features are in use compared to business needs (landline and wireless). Additionally, the team invited several vendors to submit proposals to the financial institution. After several rounds with prospective vendors, the financial institution agreed that the proposal effort would move forward with one alternative provider and the incumbent provider as the two network solution options. In both cases, Abilita engaged senior management in an effort to ensure both providers presented a comprehensive and competitive proposal.

The audit and optimization components were completed concurrent with the development of network proposals. Abilita was very successful in identifying services that were no longer required by the financial institution and then communicating the updated network requirements to the alternative providers ensuring both proposals were optimized to the needs of the business. The vendor selection process was very detailed, with numerous meetings validating requirements as well as implementation plans. The cost breakdown for both alternatives was continually studied and multiple rounds continued to show improved expense reductions. The purpose of the very detailed proposal process was to allow the financial institution to have two completely vetted and viable alternatives.

After completing the audit, Abilita scheduled and presented the findings to the CIO and VP of Network Services. During the course of the audit, Abilita was able to recover a significant amount of money as a result of prior contract compliance issues. The Phase 1 presentation covered two primary areas, network/inventory optimization and vendor selection.

**Phase 2**

After presenting the findings, the CIO and the VP of Network Services agreed to implement all of Abilita's network optimization recommendations as well as chose to stay with the incumbent carrier. Abilita developed a project plan to complete the new and updated services to be implemented. The savings the financial institution realized were across the board, i.e. lower costs for data (internet and MPLS network), long distance, wireless, and cost reduction from eliminating services no longer required.

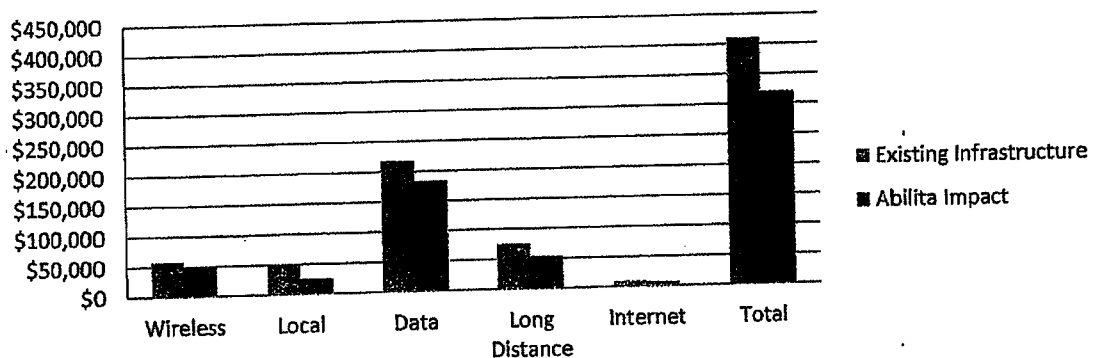
Even though the financial institution stayed with the incumbent carrier, the new agreement called for several circuit conversions, LD and Local PRI's, as well as new contract pricing for all other services. The Abilita team worked to ensure the cut-over went as smoothly as possible, the contract pricing was implemented correctly and the old services were removed from service in a timely fashion. The implementation of circuits and new contracts were completed over the course of about six months.

The financial institution had a number of wireless devices, comprised of data cards, smart phones and non-smart phones. Abilita worked with the incumbent provider to optimize their plans, providing a reduction in costs.

**Phase 3**

During the time required to complete the recommendations, the team worked closely with the supplier to validate and ensure accurate pricing. In this case, most of the pricing was updated accurately, however a couple of services were not and Abilita worked to get this corrected. The wireless updates were completed quickly, and the corresponding billing changes were implemented on-time. Under Abilita's contingency process, Abilita partners with our clients over twenty-four months. During this interval, the Abilita team continues to validate accurate invoice activity and report on savings that were a result of the optimization process as well as new opportunities to optimize services and costs.

**Cost Benefits - Annual Expense**



### **Ongoing Engagement**

Abilita's process, under a contingency effort, is to support our clients ongoing communications' needs. The team provides support on multiple platforms. In regularly analyzing the clients' invoice activity, Abilita is in a position to validate accurate billing every period and report on those findings. This also allows the team to identify new ways to improve the cost structure as both costs change and usage evolves. Wireless is the most fluid of services within the communications portfolio. By engaging with clients, Abilita can continue to monitor and update their wireless portfolio to take advantage of the most recent billing options and ensure that the mix of devices and plans is optimal. This includes supporting the clients' needs in managing devices, ordering new services/devices and disconnecting unnecessary lines. Additionally, the Abilita team will advocate for clients with their service providers, providing a comprehensive vendor management solution. Working with your Abilita team, rather than directly with your vendors, will save your organization valuable time.

### **Conclusion**

The engagement with the financial institution is a successful one. Measured by savings realized, heightened level of support and an ongoing validation process, the positive results are measurable. The audit, from start to implementation of recommendations, was about six months. However, the financial institution now enjoys a lower cost structure that will keep downward pressure on costs ongoing. One of the biggest challenges with this effort was getting the incumbent carrier to marshal the needed resources to properly prepare and vet a viable proposal. By engaging senior level contacts, Abilita was able to obtain the support needed to ensure a positive outcome. The implementation for the most part went smoothly, and where there were challenges, Abilita ran point to get them resolved quickly.

### DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Abilita of North Florida 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Mark Pucci  
Bidder's Signature

12/12/11  
Date



## St. Johns County Board of County Commissioners

Purchasing Division

December 8, 2011

### ADDENDUM #1

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP #12-24 Telecommunication Billing Audit Services**

This Addendum #1 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the signed Addendum with your proposal.**

1. What is the total amount of telecommunications expense to be audited by type:
  - a. Wireline (local service, leased lines, data, internet, long distance / toll-free)  
\$500,000+.
  - b. Wireless / cellular (cost and quantity of devices, more detail is better)  
\$285,000 with over 450 cell phones in use - primary vendors (about 50% each): Nextel South and Verizon.
  - c. Maintenance agreements (how many, what type, total cost)  
Phone Maintenance/Some Data Processing \$100,000+.
2. Which facilities are covered by the audit? Please provide a facility listing, if available, including size and type.  
County Administration Building; MIS Building; 17 Fire/EMS Stations and Fire Administration Building; Recreation Administration Building; 6 Branch Libraries; Health & Human Services Building; Utilities Administration Building; County Permit Center; Road & Bridge Facility; Emergency Management Facility; County Amphitheatre; Facilities Maintenance Building; Animal Control Facility; VCB Administration; Waste Management Facility; County Agricultural Center; Excelsior Building; Golf Course Administration; Medical Examiner Office; Beach Services.
3. Will the audit be mandatory for all listed facilities, including the full range of expense?  
All Board departments are expected to be covered. The full range of telecommunications expense will be covered.
4. Will there be an opportunity for other government agencies, within or without the County, to utilize the awarded audit services?  
Board departments only are covered; Constitutional Officers have discretion to contract for own audit as do other government agencies.
5. Has the County ever had a telecom audit? Not within recent history (last 15 years).
6. If so, when and what was the result? N/A
7. Does the County utilize a telecommunications consultant? No
8. If yes, what services are used? N/A

9. What size organization, in terms of employees, is required to provide Worker's Compensation or Employer's Liability Insurance, per the Worker's Compensation Laws of the State of Florida? The State Workers' Compensation Office would be the proper authority to answer this question.
10. If a two employee company is required to show proof of either Worker's Compensation or Employer's Liability Insurance, do they need to have this in place at the time of RFP response, or after a proposal is accepted but prior to work commencing?  
If your firm is not required by Florida Statute to carry Workers' Compensation or Employer's Liability Insurance, then your firm is not required to show proof of insurance at the time of the RFP response.

The due date of December 15, 2011 @ 4:00 p.m. remains the same.

Sincerely,  
Bridget Mehn  
Contract Specialist

Acknowledgment

Mark Price 12/13/11

Signature and Date

MARK PRICE, MANAGING  
Printed Name/Title CONSULTANT

ABILITA OF NORTH FLORIDA  
Printed Company Name

End of Addendum #1