



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

**NOTIFICATION OF STATEWIDE CONTRACT**

04/09/08

**CONTRACT TITLE:** Utility Account Review & Recovery

**CURRENT CONTRACT PERIOD:** July 1, 2008 to June 30, 2011

<b>BUYER INFORMATION:</b>	John Hall 573/522-1620 <a href="mailto:John.hall@oa.mo.gov">John.hall@oa.mo.gov</a>	<b>STATE FACILITIES OPERATIONS MANAGER:</b>	Tom Schmidt 573/751-0920 <a href="mailto:Tom.schmidt@oa.mo.gov">Tom.schmidt@oa.mo.gov</a>
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RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	July 1, 2008 to June 30, 2011	June 30, 2011

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

**THE USE OF THIS CONTRACT IS NOT MANDATORY.**

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C308126001	1614640750 0	<b>Troy &amp; Banks, Inc.</b> 4536 Main Street, Suite 102 Buffalo, NY 14226  Contact: Thomas T. Ranallo Phone: 800/499-8599 or 716/839-4402 Fax: 716/839-4452 Email: <a href="mailto:tranallo@troybanks.com">tranallo@troybanks.com</a>	No	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
7/1/08 to 6/30/11	4/09/08	Initial issuance of new statewide contract

## INSTRUCTIONS TO STATE AGENCIES

Each state agency should provide the State Facilities Operations Manager with written notification of their use of the contract.

### PRICING

**Contractor's Fee** - The contractor shall be paid for the total amount of actual overpayment amounts credited by the utility multiplied by the percentage stated below:

Line item 001 <i>Commodity code</i> 95580	25 %	<b>Contractor's fee</b> <i>Percentage of actual overpayments credited on future utility invoices.</i>
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## CONTRACTUAL REQUIREMENTS

### 1.1 General Requirements:

- 1.1.1 For any requesting state agency of the State of Missouri, the contractor shall conduct a review of past utility invoices for State of Missouri buildings and facilities in order to identify, validate, and recover overpayments made to utility companies.
- 1.1.2 The contractor shall perform all services to the sole satisfaction of the using state agency in accordance with the provisions and requirements stated herein.
- 1.1.3 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any state agency needing the services shall be required to use the contract unless an exemption is granted by the Division of Purchasing and Materials Management. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing and Materials Management, a state agency may obtain alternate services elsewhere.
- 1.1.4 Cooperative Procurement Program - If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide utility account review and recovery services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

## **1.2 Performance Requirements:**

1.2.1 For any state agency desiring to utilize the contractor's services, the contractor shall obtain past utility invoices from the utility companies for the contractor for review. The state agency shall specify which utility accounts are to be reviewed. The types of utilities that the contractor shall review may include, but not be limited to, electricity, gas, water, sewer, and steam.

1.2.2 The contractor shall review the invoices provided to the contractor by the utility company(ies) and other information available to the contractor regarding tariffs and rate schedules and shall perform a comprehensive analysis of the invoices to identify overpayments made by the state agency from prior utility invoices.

1.2.3 Recoveries - The contractor shall prepare the documentation necessary and shall file claims and negotiate with the utilities directly in order to obtain credits (recoveries) of the identified prior overpayments. The contractor shall provide state agency developed instructions to each utility for applying the identified overpayments as direct credits on future utility invoices submitted to the state agency.

a. The contractor shall continue recovery attempts on such identified overpayments in accordance with the recovery attempt intervals stated in the contractor's awarded proposal. The complete recovery period shall not exceed eighteen (18) calendar months.

b. The contractor shall use professional and consistent recovery efforts on all overpayments identified by the contractor while being mindful of the sensitive business relationship that exists between the State of Missouri and the utility companies.

c. The contractor shall agree and understand that the state agency will not issue any collection letter(s) or perform any other collection activities in addition to the contractor's services as required herein.

1.2.4 Recovery Summary Report: By no later than the 15<sup>th</sup> calendar day of the following month, the contractor shall provide the state agency with a monthly report that reflects all utility overpayments identified and filed with the respective utility during the monthly period. At a minimum, the contractor's monthly report shall include the following:

a. The building/facility,

b. The utility company name,

c. The utility company's original invoice number and date,

d. The state agency's original payment number and date as referenced in the state agency's invoices,

e. The overcharges applicable,

f. The date the contractor's claim for the overcharge amount was filed with the utility,

g. The date and invoice number of the utility company's invoice(s) where the credit is posted (when available), and

h. The contractor's invoice number corresponding to the above (when available).

## **1.3 Invoicing and Payment Requirements:**

1.3.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

1.3.2 Invoicing - By no later than fifteen (15) calendar days following the conclusion of each month, the contractor shall submit an invoice to the state agency utilizing the contractor's services. Each state agency utilizing the contractor's services shall provide the contractor with the address and contact name for the contractor to use for invoicing.

a. The contractor's invoice shall document the total amount of state agency utility specific overpayments, for which a claim was filed with the utility for the monthly invoicing period, and the amount due the contractor for services based on the firm, fixed percentage of the total amount credited to the state agency.

1.3.3 Payments - After receipt of the invoice from the respective utility documenting and deducting the credit for the amount identified by the contractor on the contractor's invoice (and supported by the contractor's monthly recovery report), the contractor shall be paid for the total amount credited by the utility multiplied by the percentage stated on the Pricing Page.

a. The contractor shall only be paid for actual credits made based on past overpayments. No other payments or reimbursements shall be made to the contractor for any reason whatsoever. Changes or corrections on future utility invoices shall not be considered a credit or recovery and the contractor shall not receive any payment for such changes or corrections made by the utility company.

b. Each state agency utilizing the contractor's services shall be solely responsible for payment to the contractor based on the utility invoicing credits realized by that state agency.

#### **1.4 Records Requirements:**

1.4.1 The contractor shall agree and understand that the state agency and the State Auditor's Office shall have the right to access and review any and all work papers developed by the contractor as a result of the utility account review and recovery services.

1.4.2 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the State. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period, and for three (3) years from the date of final payment on the contract.

1.4.2 The contractor shall permit governmental auditors and authorized representatives of the State to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.