



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 22, 2015

INVITATION TO BID #58-2015 Printing & Mailing Services – Sewer, Landfill & Water Quality Fees

Bid Opening Date: May 6, 2015

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Quantity	Description	Price Each	Total Price
	See Price Sheet Included in Bid Pricing	\$ _____	\$ _____

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **05/06/2015**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 200 East Main Street, 2nd Floor, Lexington, KY 40507

Bid Security Required: Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: Yes No

<input checked="" type="checkbox"/> Bid Specifications Met	Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by: Bluegrass Integrated Communications

Firm Name

833 Nandino Blvd.

Address

Lexington, KY 40511

City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative – Title

Representative's Name (Typed or printed)

859-410-8658 859-259-1214

Area Code - Phone – Extension *Fax #*

john.young@wearebluegrass.com

E-Mail Address

AFFIDAVIT

Comes the Affiant, John C. Young, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John C. Young and he/she is the individual submitting the bid or is the authorized representative of Bluegrass Integrated Communications, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. John C. Young

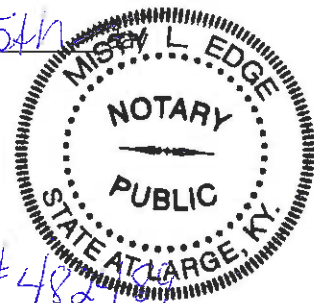
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Misty L Edge on this the 5th of May, 2015.

My Commission expires: 2/1/17



Misty L Edge #482180
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #58-2015 Printing & Mailing Services-Sewer, Landfill & Water Quality Fees"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2 (1) year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

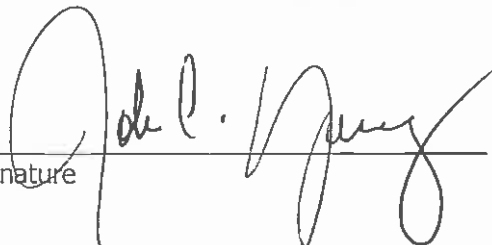
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature 

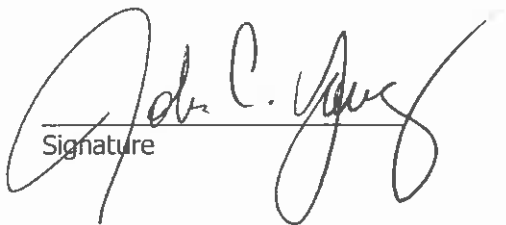
Bluegrass Integrated Communications
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

5/4/2015
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Bluegrass Integrated Communications

Date: 05 / 04 / 2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	4	3	1								
Professionals	9	2	7								
Superintendents	0										
Supervisors	10	6	4								
Foremen	0										
Technicians	34	17	8			3	5	1			
Protective Service	0										
Para-Professionals	0										
Office/Clerical	15	3	9				2	1			
Skilled Craft	3	3						1			
Service/Maintenance	6	3		1		2					
Total:	81	36	29	1		5	7	3			

Prepared by: Tanya Wilson, HR Manager
Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith

Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should

be a part of the bidder's good faith efforts documentation.

- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the

participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Byne	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhamma	ppatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 58-2015

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 58-2015

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- ✓ _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Bluegrass
Integrated Communications
Company


Company Representative

5/13/2015
Date

President
Title

Lexington-Fayette Urban County Government
 Division of Revenue
Bid #58-2012 Print and Mailing Services – Sewer, Landfill, & Water Quality Fees

The Lexington-Fayette Urban County Government is now accepting bids in order to establish a price contract for Print and Mailing Services as per the following specifications:

LFUCG is seeking a vendor to whom print/mail services can be outsourced, off-site, at the selected vendor's location, for LFUCG's sanitary sewer, water quality management, and landfill fee bills. It is preferred, but not mandatory, that the selected Vendor also offer robust electronic billing services that may possibly be leveraged by LFUCG in the future.

On an annual basis, LFUCG will bill the following; 108,000 sewer accounts totaling about \$48 million dollars, 79,000 landfill accounts totaling about \$4.5 million dollars, and 97,000 water quality management fee accounts totaling about \$11.5 million dollars for a total annual billing of approximately \$65.9 million dollars. Approximate number of bills issued to customers is 115,000 per month.

LFUCG outsources billing to Greater Cincinnati Water Works (GCWW), and GCWW will provide all billing files to the selected Vendor. GCWW uses the Ventyx Customer Suite billing system, and the selected Vendor will need to interface with GCWW's billing files.

The table below shows the types of documents that LFUCG envisions. It also indicates the stationary and inserts that may be needed for each type of document. It is expected that 90%+ of invoices will be 1 physical page.

Document	Duplex or Simplex?	8.5x11 Paper with Remittance Stub	8.5x11 Letterhead	Mailing Envelope	Windowed Business Reply Envelope	Inserts
Invoices	D	X		X	X	X
Past Due Notices	D	X		X	X	X
Other Letters	D	X		X	X	X
Other Letters	S		X	X		X
Flats	S		X	X		

The selected vendor shall provide for all printing, inserting/mailing activities, and monitoring of the process by LFUCG/GCWW in a seamless solution. This includes the development and provision of reports to allow LFUCG to monitor printing and mailing services activities, and related reports. Mailing will be accomplished in such a manner as to maximize postage discounts.

At a minimum, the Vendor shall provide the following professional services:

- Manage and implement the proposed solution.
- Install and configure any proposed solution software and hardware components.
- Design, construct and test any modifications necessary for the proposed solution.
- Design, construct and test any conversion and interface components necessary to support the proposed solution.
- Train the LFUCG functional users and technical resources that will operate, support and maintain the proposed solution.
- Provide LFUCG with a quick and user-friendly process for updating document content and adding new documents in an environment that may require the Vendor to reformat files into a print ready format.

PRINTING AND MAILING SERVICES – FUNCTIONAL REQUIREMENTS:

Functional requirements being taken under consideration are included in the following matrix.

Each of the components listed below contains requirements classified as either mandatory or desired as well as informational requests. The Vendor will use the following criteria to respond to each requirement and information request:

1. Satisfied - This response indicates that the Vendor can satisfy the requirement in their proposed solution and no modifications are necessary. Vendor shall demonstrate any requirements with a "Satisfied" response.
2. Satisfied with Modification – This response indicates that the proposed solution requires changes to current setup to satisfy the described requirement. The number of hours and cost required to design, code, and test a modification should be noted. Vendor shall also provide an explanation of how a feature will be added or modified.
3. Not Satisfied – This response indicates that the Vendor cannot satisfy the requirement in their proposed solution and that the Vendor is not willing to make a modification.

Req. #	Requirement	Type	Response and Comments
1	Receive files via FTP. These files will come directly from the Ventyx Customer Suite billing system. Format shown in Appendix A. (The file type will be a fixed length text file and files will be processed for the selected bill print/mail Vendor on all business days at about 9:00 pm.)	Mandatory	Satisfied Online Document review via secure web portal
2	Print, process and mail or otherwise deliver up to x pieces daily. Vendor should expect to receive one or more files for each type of document specified in section x. These files should be processed for inclusion in the late afternoon mail run following receipt of the files.	Mandatory	Satisfied
3	To provide for electronic document review and cancellation by GCWW and LFUCG between the printing and mailing processes. Please specify any software tools and requirements for electronic document review and cancellation.	Mandatory	Satisfied -Online document review via a secure web portal
4	Read barcodes and/or OMR marks to intelligently insert the appropriate materials (i.e. inserts and envelopes) for each mail piece.	Mandatory	Satisfied
5	Insertion equipment for invoices with at least 6 trays capable of handling dynamic insertion based on barcode or OMR logic.	Mandatory	Satisfied
6	Mail all pieces according to agreed upon postal specifications (i.e. first class, pre-sort, bulk mail, etc.), including achieving all available postal discounts.	Mandatory	Satisfied
7	For items to be mailed, print all invoices, past due notices, letters and inserts on paper size and weights as determined by LFUCG. Includes use of correct stationary type for a given file. For example, invoice stationary will require perforations for the remittance stub, while most letters will require standard letterhead.	Mandatory	Satisfied
8	Source print logo(s) on all stationary materials (paper, envelopes and inserts) in appropriate size(s), location(s) and color(s).	Mandatory	Satisfied
9	Print documents using spot color printing (black and one additional color at minimum)	Mandatory	Satisfied
10	Incorporate document revisions within 72 hours of receipt of revisions in the agreed upon format(s).	Mandatory	Satisfied
11	Provide CASS and NCOA certification to meet United States Postal Service minimum standards for maximum postage discounts.	Mandatory	Satisfied
12	Process all mail according to United States Postal Service rules, regulations and requirements to ensure the lowest possible postage rates.	Mandatory	Satisfied
13	Provide daily, monthly and annual reports on quantities for each of the materials as used.	Mandatory	Satisfied
14	Provide daily, monthly and annual reports on pieces processed and postage used.	Mandatory	Satisfied
15	Provide a minimum of 14 days advance notice of need to add money to postage accounts.	Mandatory	Satisfied
16	Provide the ability to allow LFUCG to make bill content and	Mandatory	Satisfied

Req. #	Requirement	Type	Response and Comments
	message changes. Include any requirements needed for this.		
17	Provide the ability to archive bills and letters for up to one year. After that one year period, bills will be moved to a document storage location at LFUCG. The ability to deliver or release these archive bills and letters for storage at LFUCG will also be required.	Desired	Satisfied
18	Provide the ability for bill payments to be scanned by our lockbox solution using the scanline on the invoice	Mandatory	Satisfied

The Vendor shall provide an overview of capabilities of possible future deliverables:

- Provide capabilities to introduce ebilling. This implementation timeframe for ebilling should not exceed 90 days.
- Provide document design services upon request for all materials, including, but not limited to, billing inserts.

PRICING:

Please detail the following items in the price quotation, to cover all cost components of your proposal. Please provide per piece price for each type of document separately as requested, i.e. invoices, past due notices, and letters. All rates are assumed to be for the term of the proposed agreement unless specifically noted otherwise. Pricing should include the cost of paper stock and envelope conversion if applicable.

	Printing and mailing services <i>(designate in Per Item Cost):</i>		Cost
1	Printing of invoices	<i>per item</i>	\$.0168
2	Printing of past due notices	<i>per item</i>	\$.010
3	Printing of letters	<i>per item</i>	\$.013
4	Printing of window mailing envelope, including one 2-color logo	<i>per item</i>	\$.01388
5	Printing of invoice paper with two 2-color logos and a remittance stub perforation	<i>per item</i>	\$.01209
6	Printing of letterhead paper with one 2-color logo	<i>per item</i>	\$.009
7	Printing of the window business return envelope (BRE), including one 2-color logo	<i>per item</i>	\$.01059
8	Folding and inserting single page documents	<i>per item</i>	\$.0146
9	Folding and inserting multiple page documents	<i>per item</i>	\$.0146
10	Inserting multiple pieces per envelope	<i>per item</i>	\$.0039
11	Sealing, posting, sorting and shipping completed pieces, not including postage	<i>per item</i>	\$.005
12	Maintaining valid CASS certification	<i>per item</i>	\$.000
13	Maintaining and/or increasing postal discounts	<i>per item</i>	\$.000
14	Printing of bill envelope message on back of envelope	<i>per item</i>	\$.002
15	Expected Modification Costs (based on requirements answered as "Satisfied with Modification")	<i>total</i>	\$.000
16	Training (provided details on hours and trainers in the your response)	<i>total</i>	\$.000
17	Any other "typical" line item, one time costs, or other costs anticipated for the proposed services.	<i>total</i>	\$.000
	Investments for Project Management & Implementation Services		
18	a) Total of Vendor and Sub-Vendor expenses. (In your response, identify each project team member with hourly rate, estimated hours, and expenses if applicable. Note that travel hours are not billable.)	<i>total</i>	\$.000

19	b) Estimated incidental costs (e.g.. telephone, administrative, etc.).	<i>total</i>	\$.000
20	c) All other costs	<i>total</i>	\$.000
21	Applicable fees to incorporate document changes (i.e. a letterhead change).	<i>total</i>	\$ 35.00
22	Hourly rates for document design services (envisioned for inserts).	<i>hourly</i>	\$ 45.00
23	Ongoing annual support and maintenance costs, if any. In your response, include various options (i.e. 24x7, 5x9, others) if applicable.	<i>annually</i>	\$.000
Optional Add-Ons to Price:			
24	Hourly rates for document design services upon request for all materials, including, but not limited to, billing inserts. This should also include estimations for time and cost related to the initial bill design portion of the implementation project.	<i>hourly</i>	\$ 45.00
25	Proposed pricing structure, including one-time implementation costs, annual fees and per transaction fees for both LFUCG and LFUCG's customers for electronic billing and payment services. (Provide details in your response.)	<i>total</i>	\$ Electronic Billing & Payment Services (See Attached)
26	12 DIFFERENT ENVELOPE MESSAGES, message changes monthly		\$000 Included in line 14
27	4 DIFFERENT ENVELOPE MESSAGES		\$.000 Included in line 14



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Quote Number: 58-2015

Date: April 29, 2015

Subject: Print & Mailing Services-Sewer, Landfill & Water Quality Fees

Please address inquiries to:
Conni Hayes, Buyer
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid:

- 1) We have revised the bid opening date to May 13, 2015.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Bluegrass Integrated Communications

ADDRESS: 833 Nandino Blvd. Lexington, KY 40511

SIGNATURE OF BIDDER: John C. Young



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May 4, 2015

Lexington- Fayette Urban County Government
Department of Finance & Administration
200 East Main Street
Lexington, KY 40507

Bluegrass Integrated Communications (BIC) would like to submit for your approval a proposal for Bid #58-2015 Print & Mailing Services – Sewer, Landfill & Water Quality Fees.

BIC serves as a full service direct marketing company with a diverse staff. For 40 years, BIC has been partnering with their clients to be a complete mailing and marketing solution. We are specialists in direct marketing communications, billing solutions and a variety of mail, e-mail, and fulfillment processing applications from concept to implementation.

Since inception, BIC has worked closely with the United States Postal Service to ensure complete understanding of all mailing procedures, discounts and regulations. In addition, we have stayed current with technology by incorporating the latest mail processing equipment, such as variable digital color printing, intelligent inserting, high out laser printers and an Optical Character Reader (OCR). BIC stays up-to-date with all current computing trends using the latest and most efficient software from print management, quality control and mail processing.

All these assets make Bluegrass Integrated Communications a clear choice as a complete solution for printing and mailing services. Please feel free to contact John Young via phone 859-410-8658 or email john.young@wearebluegrass.com if you need additional information or have questions. We are always available to meet with LFUCG to discuss any items contained herein. In the following pages we have included the documents that pertain to printing and mailing services proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "John C. Young", written over a light blue circular background.

John C. Young
Director of Business Development
Bluegrass Integrated Communications



About BLUEGRASS:

Bluegrass Integrated Communications was founded in 1974. Our Physical Plant is located at 833 Nandino Blvd. in Lexington, Kentucky. Our 60,000 square feet which is electronically secure and monitored via camera system 24hours a day. Over the last 40+ years we have grown from a secretarial service with 2 employees to a full service communications company with a staff of over 100.

BLUEGRASS 'growth can be attributed to the long term relationship we have developed with our clients. The services we offer have been expanded throughout the years because of the programs that have been implemented to accommodate our customers' needs.

Since inception, BLUEGRASS has worked closely with the United States Postal Service to ensure complete understanding of all mailing procedures, discounts and regulations. In addition, we have stayed current technologically by incorporating the latest mail processing equipment, such as variable digital color, high speed ink jet printers, high output laser printers and an Optical Character Reader (OCR). BLUEGRASS also stays abreast of all current computing trends, using the latest and most efficient software.

Management Summary:

The work environment within BLUEGRASS is driven by several elements that influence the production of BLUEGRASS employees and provides a foundation for a positive work environment. BLUEGRASS is committed to maintaining the highest possible standards of ethical business conduct and maintaining integrity in all business interactions. BLUEGRASS focuses its organizational efforts to ensure continued competence of the management team and in strengthening the processing infrastructure by building upon management philosophy and operating style to further shape processes and strong production environment. BLUEGRASS also focuses on designing processes and controls to ensure complete, accurate and timely service to meet clients' needs.

BLUEGRASS strives to acquire and retain highly qualified people and to install an enterprise-wide attitude of integrity and control awareness.

BLUEGRASS management is committed to providing top-quality service to its clients and is dedicated to solving business problems by applying unique processes and technology-based solutions tailored to each client's individual objectives. BLUEGRASS strives to build long-term client relationships based on mutual trust and respect.



Quality Management Systems Statement

Bluegrass practices a Total Quality Management System (TQMS) throughout the entire company. With an emphasis on Six Sigma process improvement methodologies and ISO-9001 based Quality Standards, our programs ensure the highest accuracy & consistency possible throughout each department and every process we do involving our projects. We sample at designated intervals using an extensive list of Quality Control criteria to check for and catch any errors or variation, so to prevent them from continuing through the processes. We then require Supervisor or Department Manager Sign-Off before the job proceeds as a second layer of quality check. Our Operators and Technicians practice TQMS and it has become a highly effective tool in our goal of producing the best product we possibly can here at Bluegrass.



Security Statement

Bluegrass Integrated Communications makes data security a priority throughout our company. This starts with controlling access to the building: all employees have an ID badge, and entry doors are badge-access only. All other doors to the building are locked. Visitors have no access to the building except the reception area. Our front desk staff checks in all visitors, and they are given a visitor's badge. The building has an alarm system and security cameras in place. We also do background checks on our employees.

When our clients deem that their data is secure, we have a specific process in place. First, we receive data from our customers through a secure FTP. From there, the data is PGP encrypted. After this step, all data is handled according to least privilege, or used only by those who need to have access to it. Data remains secure during transfer to our printers as well. Once the project is finished, we retain data as determined by the customer. If the customer has no specifications, then we delete the data after 60 days.



Proposal for Maximized Benefit

Use of TransPromo and Inserts to Offset Mailing Costs

As resources dwindle, businesses and governments need to control expenditures.... TransPromo could help meet that goal.

A large percentage of customers thoroughly read their bills, invoices and statements. Thus, these documents are valuable for an advertiser. Typically, there is a large amount of "unused" space on invoices (see Exhibit A).

TransPromo (a.k.a. onserts) utilizes "white space" on printed invoices for advertising. This can be done within the original design of the invoice or by allowing our document management software to locate available space on an invoice prior to output. All of this functionality is available at NO ADDITIONAL COST (see Exhibit B).

This method of advertising is not new. American Express has used TransPromo to offset the cost of their invoicing for many years. Various other industries have also implemented this process to reduce mailing costs and boost their bottom line.

BlueGrass can develop and manage the sale of marketing ads and inserts that accompany LFUCG invoices. LFUCG would retain complete control of the advertisements. Documents could have variable ads or inserts based upon residential or business recipient.

Because of recent US Postal Service changes, a two ounce letter would mail at the same price as a one ounce letter. This would allow for more inserts without an increase in postage. LFUCG could capture this benefit by including additional advertising inserts within the same envelope as the invoice or statement.



Overview of Bluegrass Integrated Communications Capabilities

- Document Design Services
- Secure receipt of data via SFTP
- Secure printing of documents
- Electronic document presentment (e-billing)
- Intelligent inserting with the use of OMR, 2D & 3of9 barcodes
- Maximum postal discounts
- Archiving of data for document retrieval
- Daily, weekly and monthly inventory reports
- Daily, weekly and monthly postage usage reports
- Comprehensive management and implementation



Optional Add-Ons to Price: Item#25

Electronic Billing & Payment Services

Set-up and Site Building

Bluegrass Integrated Communications will work with LFUCG on Design and the basic “look and feel” of the billing portal. This is difficult to estimate without additional information however this may give you a general Idea.

Low end integration with no integrated API – approximate cost \$350. Fully integrated API customer site in the range of \$12,000.

Electronic Document (image) storage

Electronic storage of bills, letters and / or printed communications for one year, approximately 115,000 images per month at .003/per image (\$345 to store all 115,000 images for one year)

E-Bill Presentment / Secure Online Retrieval

E-mail with PDF or E-mail with link to view bill on line .06 / each

Monthly Hosting

Hosting of LFUCG’s branded secure electronic billing portal \$175/ month

Customer would provide their own Merchant Account for on-line payments.

Payment Transaction

Fee for payments made through LFUCG’s merchant account .20 per transaction